



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 8/14/2012

Report Type: Consent

Title: Contract: Beverage and Snack Vending Machines

Report ID: 2012-00453

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a three-year contract with Anytime Vending to provide vending products at City-operated facilities.

Contact: Sonny Eboigbe, Procurement Analyst, (916) 808-7432; Craig Lymus, Procurement Manager, (916) 808-5524

Presenter: None

Department: General Services Dept

Division: Procurement Services Admin

Dept ID: 13001061

Attachments:

- 1-Description/Analysis
 - 2-Agreement with Anytime Vending
-

City Attorney Review

Approved as to Form
Lan Wang
7/31/2012 4:38:26 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
7/2/2012 12:00:45 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 7/31/2012 8:44:38 AM



Description/Analysis

Issue: The City has an ongoing need for vending products at City-operated facilities. On January 19, 2012, the City issued Request for Proposals (RFP) No. P021101008 for vending products and services. Anytime Vending, the only respondent, was determined to be a qualified and responsive bidder. The recommended three-year contract requires Anytime Vending to provide snack and beverage products that meet the City's Vending Machine Nutrition Policy, which requires at least 50 percent of the product's meet specified nutrition standards. The City will receive commission equal to 13 percent of each snack and beverage sale via quarterly commission payments.

Policy Considerations: The recommendation in this report is in accordance with the provisions of the City's Vending Machine Nutrition Policy, which requires that at least 50 percent of snack and beverage products available for sale in vending machines meet specified nutrition standards to ensure employees and residents have healthy choices. Anytime Vending's agreement to provide annual reports on the sales of products meeting the nutrition standards will assist staff in providing the City Council with periodic updates on the impact of the City's Vending Machine Nutrition Policy. Because Anytime Vending is a small business, it is not practicable to require that all refrigerated machines meet Tier II Energy Star certification standards. However, Anytime Vending has informed staff that approximately 30 percent of the refrigerated machines already meet these certification standards and has agreed, to the maximum extent practicable, to utilize machines meeting these standards.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The recommendation in this report has been determined to be exempt from CEQA review under Section 15378(b)(2), which states that continuing administrative or maintenance activities, which are not conducted in conjunction with a project subject to CEQA review, are not considered to be "projects" and are therefore exempt from CEQA.

Sustainability: Approximately 30 percent of the refrigerated vending machines utilized by Anytime Vending conform to Tier II Energy Star standards that help reduce energy usage and save the City money.

Commission/Committee Action: None

Rationale for Recommendation: The City has an ongoing need for vending products at City-operated facilities. The recommended three-year contract with Anytime Vending will provide vending machine products to city-operated facilities and commission to the City equal to 13 percent of each snack and beverage sale.

Financial Considerations: The recommended contract will provide vending machine products to city-operated facilities and commission to the City equal to 13 percent of each sale. Based on projected sales, a total of approximately \$50,000 in General Fund (Fund 1001) revenue to the City is estimated over the next three years.

Emerging Small Business Development (ESBD): Anytime Vending is not certified as an emerging/small business enterprise.



CONCESSION CONTRACT FOR SNACK AND BEVERAGE VENDING MACHINES AT CITY OPERATED FACILITIES

This contract for concession (“Contract”) is made as of, by and between the City of Sacramento, a charter municipal corporation (“City”), and Anytime Vending (“Concessionaire”). The City and Concessionaire may be referred to collectively as “Parties” or in the singular as “Party,” as the context requires.

1. CONCESSION RIGHTS

For the purposes of this Contract, City grants to Concessionaire rights and privileges to certain territory exclusivity and provision of exclusive vending locations.

2. TERM OF CONTRACT

The term of this Contract shall be for three (3) years commencing August 15, 2012 City Council approval (“Commencement Date”), and terminating August 14, 2015, subject to prior termination by the City in the event of breach of any terms or conditions of this Contract.

3. CONCESSIONS AT AUTHORIZED LOCATIONS AND TERRITORY EXCLUSIVITY

Concessionaire may engage in concessions at the locations identified in the attached and incorporated **Exhibit A** only (“Authorized Locations”). Authorized Locations are in “as is” condition. City does not guarantee the prevention of and shall not be responsible for any loss to the Concessionaire due to vandalism or forcible entry. “Concessions” means installment, maintenance, and operation of snack and beverage vending machines under the terms and conditions of this Contract. City will provide Concessionaire with Territory Exclusivity. “Territory Exclusivity” means City will not grant any such snack and beverage rights and privileges at Authorized Locations to any party other than Concessionaire. Authorized Locations and Territory Exclusivity are subject to addition, removal, and change upon mutual written consent of the City Manager, or City Manager designee, and Concessionaire. From time to time, the City issues permits for special events that include the right to sell food, beverages, and other products at City operated facilities. Nothing in this Contract limits the City’s ability to issue such permits.

4. OBLIGATIONS OF CONCESSIONAIRE

Concessionaire shall comply with all of the following:

A. Concessionaire shall devote as much of its time to the performance of this Contract as may be necessary to provide first-class service.

B. Concessionaire shall not place or deposit any garbage, refuse, or rubbish generated by Concessionaire as a result of Concessionaire engaging in Concessions under this Contract on or within the immediate vicinity of an Authorized Location.

C. Concessionaire shall furnish, at its own expense, all supplies, fixtures, and equipment necessary to engage in Concessions pursuant to this Contract and:

1. Supply products that meet the requirements of the City's Vending Machine Nutrition Policy, which requires that at least 50 percent of snack and beverage produces available for sale meet specified nutritional standards and these nutritional standards are set forth in Exhibit B;

2. Keep machines stocked regularly;

3. Collect funds from machines;

4. Keep machines continuously stocked with fresh items that have not exceeded their indicated expiration date;

5. To the maximum extent practicable, endeavor to use only new machines or machines in like new condition that are front loading and manufactured after January 1, 2008 and meet Tier II Energy Star certification requirements;

6. Use only machines that accept one and five dollar bills, and make change. Use only machines that display the Contractor(s) name and a local service telephone number for reporting vending machine malfunctions and each vending machine shall have a serial or identification number that is visible and easily located;

7. Obtain written permission from the City to remove and/or add additional equipment (Exception: machines may be exchanged for like machines).

8. To the maximum extent practicable, utilize machines and/or display panels that feature products that meet the nutritional standards of the City's Vending Machine Nutrition Policy.

9. Ensure that products meeting the City's Vending Machine Nutrition Policy nutritional standards shall be marked with a distinctive label or otherwise to inform customers the products meet nutritional standards.

10. Ensure that products meeting the nutritional standards shall be priced at or below the cost of products offered in vending machines not meeting the nutritional standards.

D. Concessionaire shall not place any free-standing signs, structures, or other furniture on or near any Authorized Location or any other location except as authorized by the City.

E. During the hours Authorized Locations are open to the public, Concessionaire shall park its vehicles only in the approved parking lot location or maintenance roads. All vehicles that are directed, controlled, driven, or invited by Concessionaire shall travel, stop, or park only on public roads or approved parking lots or maintenance roads.

F. Concessionaire will not interfere in any way with the general or specific use or enjoyment of the Authorized Locations by the public.

G. Concessionaire shall not make, or permit to be made, any noises at or which escape from the Authorized Locations and which disturb or interfere with the public's use of the Authorized Locations, whether such noises are made by persons, musical instruments, radio, audio cassette player, compact disc player, digital audio player, or in any other way.

H. Concessionaire shall not engage in any other business or activity not authorized under this Contract without the prior written authorization of the City Manager or City Manager's designee.

I. Concessionaire shall, at its sole cost and expense, assure that its equipment is kept in a safe, clean, wholesome, and sanitary condition.

J. Concessionaire shall, at its sole cost and expense, provide for the safety and maintenance of its equipment, including any and all costs relating to repairs and maintenance and replacement of materials and equipment upon the expiration of its or their useful life.

K. Concessionaire shall be responsible for any and all damage to City property and facilities caused by Concessionaire or Concessionaire's agents or employees.

5. PAYMENT

Concessionaire shall pay to the City a commission of 13% of the vending price for all products sold. Concessionaire shall provide sales and commission reports to the City with each quarterly payment and within ten days of any written request by the City. Concessionaire shall also provide to the City every August an annual report on the sales of products meeting the nutrition standards to assist the City in providing the City Council with periodic updates on the impact of the City's Vending Machine Nutrition Policy on consumption and sales. Payments for rebates and commissions earned shall be due on a quarterly basis as follows:

- a) October 30, 2012 for the period from the Effective Date through September 30, 2012.
- b) January 30, 2013 for the period from October 1, 2012 through December 31, 2012.
- c) April 20th, July 20th, October 20th and January 20th for each succeeding quarterly period this agreement is held over.

Payments shall be made to "City of Sacramento" and shall be remitted to City of Sacramento, 5730 24th Street, Building 1, Sacramento, CA 95822 or at such other place or places as City may designate by written notice delivered to Concessionaire. If City does not receive the commissions within ten (10) days from each due date, then a late charge of five percent (5%) due by Concessionaire may be assessed. In addition, one and a half percent (1-1/2%) interest by month may be added for each month payment hereunder is due but unpaid. City shall have sole discretion in deciding if any late payment fees or interest are due.

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6. LICENSES; PERMITS, ETC.

Concessionaire represents and warrants that Concessionaire has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals legally required for Concessionaire to engage in Concessions under this Contract. Concessionaire represents and warrants that Concessionaire shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, and approvals that are legally required for Concessionaire to engage in Concessions under this Contract.

7. INDEMNITY

A. Indemnity: Concessionaire shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Concessionaire, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to the City, except when such agents, servants, or independent contractors are under the direct supervision and control of Concessionaire.

B. Insurance Policies: The existence or acceptance by the City of any of the insurance policies or coverages described in this Contract shall not affect or limit any of the City's rights under this Section nor shall the limits of such insurance limit the liability of Concessionaire hereunder. The provisions of this Section shall survive any expiration or termination of this Contract.

8. INSURANCE REQUIREMENTS

During the entire term of this Contract, Concessionaire shall maintain at its sole cost and expense the insurance coverage described in this Section. Concessionaire's liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by Concessionaire in connection with this Contract.

A. Minimum Scope and Limits of Insurance Coverage

- 1) Commercial General Liability Insurance, providing coverage at least as

broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Concessionaire.

3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000).

No Workers' Compensation insurance shall be required if Concessionaire completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Concessionaire initials)

B. Additional Insured Coverage

1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Concessionaire, products and completed operations of Concessionaire, and premises owned, leased or used by Concessionaire.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) Concessionaire's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance

maintained by City, its officials, employees or volunteers shall be in excess of Concessionaire's insurance and shall not contribute with it.

2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

3) Coverage shall state that Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Best's rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing prior to execution of this Contract.

E. Verification of Coverage

1) Concessionaire shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Section 14. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

2) The City may withdraw its offer of contract or terminate this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The City may terminate the Contract if the insurance is canceled or Concessionaire otherwise ceases to be insured as required herein.

9. MAINTENANCE AND INSPECTION OF RECORDS

Concessionaire shall, with respect to business done by it pursuant to this Contract, keep true and accurate accounts, records, books and data that show all sales and gross receipts made by its vending equipment and product sales. Concessionaire shall use appropriate accounting methods to fully disclose the collected gross receipts and inventory sales information on forms and/or format approved by City. Such completed forms shall be submitted with each respective commission payment. Concessionaire shall also furnish the City with an annual statement of the gross receipts derived from Concessionaire's operations under this Contract. Concessionaire shall submit the annual statement of gross receipts on or before the fifteenth (15th) of April for the previous calendar year. All statements must be certified as to accuracy by Concessionaire. Concessionaire shall maintain all records related to this Contract and make such records available to City upon request for inspection or audit

throughout the Term of this Contract, and for a period of five (5) years after expiration or termination of this Contract. This section shall survive expiration or termination of this Contract.

10. CITY'S RIGHT OF INSPECTION

The City, its agents or employees, and other governmental authorities with regulatory authority over Concessionaire's operations under this Contract shall have the right to inspect Concessionaire's equipment and operations under this Contract at all reasonable times.

11. ASSIGNMENT PROHIBITED

The expertise and experience of Concessionaire are material considerations for this Contract. The City has a strong interest in the qualifications and capability of Concessionaire to fulfill the obligations imposed on Concessionaire under this Contract. In recognition of this interest, Concessionaire shall not assign any right or obligation pursuant to this Contract without the written consent of the City. The City may withhold or grant such consent in its sole and absolute discretion. Any attempted or purported assignment without the City's written consent shall be void and of no effect.

12. DEFAULT AND TERMINATION

A. The following events are "Events of Default":

- 1) The failure of Concessionaire to punctually pay the contract fees.
- 2) The failure of Concessionaire to provide the certificates of insurance and endorsements prior to execution of this Contract.
- 3) The failure of Concessionaire to be insured as required by this Contract.
- 4) The failure of Concessionaire to maintain the quality and schedule of services as required in this Contract where such failure continues for more than ten (10) days after written notice from Director of Parks and Recreation or designee to correct the condition therein specified; provided however, that if the nature of Concessionaire's default is such that more than ten (10) days are reasonably required for its cure, then Concessionaire shall not be deemed to be in default if Concessionaire commenced such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.
- 5) The failure of Concessionaire to keep, perform, and observe any and all promises, covenants, conditions, and agreements set forth in this Contract on its part to be so kept, performed, or observed within thirty (30) days or such lesser time as may be reasonable after written notice of default there under from the Director of Parks and Recreation or designee, provided, however that where fulfillment of such obligation requires activity over a period of time greater than thirty (30) days and Concessionaire

shall have commenced to perform whatever may be required to cure the particular default within thirty (30) days after such notice and continues such performance diligently, Concessionaire shall not be deemed to be in default.

6) The occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the leased premises granted herein; the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Contract and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) days.

7) The abandonment, vacation, or discontinuance of Concessionaire's operations under this Contract.

8) The failure of Concessionaire or an individual with suitable management skills and experience to be in effective management control of the Concessions authorized by this Contract, where such failure continues for more than ten (10) days after written notice from the City or City representative to cure the default; provided however that if more than ten (10) days are reasonably required for its cure, then Concessionaire shall not be deemed to be in default if Concessionaire commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.

B. Upon the occurrence of any one or more of the "Events of Default" City shall have the right to terminate this Contract. Election of City to terminate this Contract shall not prejudice any rights or claims City may have for sums remaining due it or for damages or pursuing such other remedies as may be available to City by law or equity, all remedies of the City to be cumulative and not alternative.

13. SURRENDER OF AUTHORIZED LOCATIONS AND DISPOSITION OF FURNITURE, FURNISHINGS, EQUIPMENT, AND TRADE FIXTURES.

Upon the expiration or sooner termination of this Contract, Concessionaire shall within thirty (30) days peaceably vacate the Authorized Locations and remove any and all of Concessionaire's improvements located there and leave the Authorized Locations in reasonably good condition, ordinary wear and tear and damage by the elements excepted. The removal shall be conducted in an expeditious and orderly manner and shall be accomplished in such a way as to minimize the nature and the extent of any disruption of service to the public. Should Concessionaire fail to remove said items within thirty (30) day period, it shall lose all right, title, and interest in and to said items; and City may elect to keep same or to sell, remove, or demolish them. In the event of such sale, removal, or demolition, Concessionaire shall reimburse City for any cost in excess of any consideration received by City as a result of said sale, removal, or demolition.

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14. NOTICE

All notices and orders that may be given under this Contract may be served by first class mail or in person to the Procurement Services Division, Department of General Services, 5730 24th Street, Sacramento, CA 95822.

15. INDEPENDENT CONTRACTOR

It is understood and agreed that Concessionaire (including Concessionaire's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties for any purpose whatsoever. Neither Concessionaire nor Concessionaire's assigned personnel shall be entitled to any benefits payable to employees of the City.

16. NO JOINT VENTURE

This Contract shall not create a joint venture, partnership, or any other relationship of association.

17. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this Contract, to bind the other Party to any obligation whatsoever.

18. ATTORNEY'S FEES

Either City or Concessionaire may bring a suit or proceeding to enforce or require performance of the terms of this Contract, and the prevailing party in such suit or proceeding shall be entitled to recover from the other reasonable costs and expenses, including attorney's fees, whether for outside counsel or the City Attorney.

19. COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

20. CAPTIONS

The headings or captions contained in this Contract are for identification purposes only and shall have no effect upon the construction or interpretation of this Contract.

21. AMBIGUITIES

The Parties have each carefully reviewed this Contract and have agreed to each term of this Contract. No ambiguity shall be presumed to be construed against either party.

22. TIME OF ESSENCE

Time is expressly declared to be of the essence of this Contract.

23. ENTIRE AGREEMENT; EXHIBITS

This document, including all Exhibits, contains the entire agreement and supersedes whatever oral or written understanding prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Concessionaire, and by City, in accordance with the Sacramento City Code and related law. All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

24. SEVERABILITY

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

25. WAIVER

The waiver by either Party of any default, breach or condition precedent, shall not be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

26. ENFORCEMENT OF CONTRACT

This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. BINDING EFFECT

This Contract shall be binding on the heirs, executors, administrators, successors and assigns of the City and Concessionaire, subject to the provisions of Section 14, above.

(Signature Page Follows)

CITY OF SACRAMENTO
A Municipal Corporation

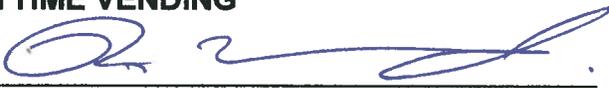
By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

ANYTIME VENDING

By:  _____

Print name: Rick Marchand

Title: OWNER / OPERATOR

559 377406
Federal I.D. No.

State I.D. No.

1011184
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: _____)

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A – Authorized Locations

Department	Address
City Hall (Historic and New)	915 I Street
CDD/Metro Arts/Parking Services	300 Richards Blvd, 3rd Floor
CC&L/Capitol Golf/Sports Commission	1030 - 15th Street, #250
Solid Waste Corporation Yard	2812 Meadowview Road
Animal Care	2127 Front Street
Information Technology Dept.	1000 I Street, #120
North Area Corporation Yard	918 Del Paso Road
Street/Park Maintenance (Corp Yard)	5730 - 24th Street
Police/Fire Administration	5770 Freeport Blvd
Plant Services (Utilities Department)	1391 - 35th Avenue
Sac Marina	2710 Ramp Way
Forensic Section	625 H Street
Evidence Lab	555 Sequoia Pacific Blvd.
Kinney Police Facility	3550 Marysville Blvd.
Rooney Policy Facility	5303 Franklin Blvd.
Belle Cooledge Community Center	5699 SLP Drive
Coloma Community Center	4623 T Street
Ethel MacLeod Hart Senior Center	915 - 27th Street
Evelyn Moore	1402 Dickson Street
George Sim Community Center	6207 Logan Street
Joe Mims, Jr. Hagginwood	3271 Marysville Blvd.
Oak Park Community Center	3425 Martin Luther King Jr., Blvd.
Samuel C. Pannell Meadowview CC	2450 Meadowview Road
South Natomas Community Center	2921 Truxel Road
Woodlake Community Center	500 Arden Way

EXHIBIT B – Nutritional Standards of the City’s Vending Machine Nutrition Policy

An individually sold snack may have no more than:

- 35% of its calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale);
- 10% of its calories from saturated fat (excluding eggs and cheese packaged for individual sale); and
- 35% sugar by weight (excluding fruits and vegetables).

An individually sold entree may have no more than:

- 4 grams of fat per 100 calories;
- 400 calories; and
- Must qualify under the federal meal program.

Beverages that meet the City’s Vending Machine Nutrition Policy are:

- Fruit-based and vegetable-based drinks that are at least 50 percent fruit juice without added sweeteners;
- Drinking water without added sweeteners;
- Milk products including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy milk; and
- An electrolyte replacement beverage that contains no more than 42 grams of added sweetener per 20-ounce serving.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2012

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 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).

PRODUCER Haselwood Insurance Agency 11171 Sun Center Drive Ste# 110 Rancho Cordova CA 95670		CONTACT NAME: Scott Haselwood PHONE (A/C, No, Ext): 916-961-4747 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		FAX (A/C, No):
INSURED Rick Marchand DBA Anytime Vending 5204 Fawn Valley Ct Antelope CA 95843		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Safeco Insurance Company		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

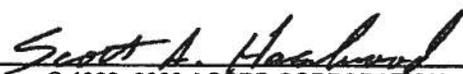
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		01-CH-883855	05/08/2012	05/08/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y				
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Sacramento has been added to this policy as ADDITIONAL INSURED.

30 days written notice of cancellation to be given to the City of Sacramento

CERTIFICATE HOLDER City of Sacramento Risk Management 915 I Street, 4th Floor Sacramento, CA 95814	CANCELLATION 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 
---	--



COMMERCIAL GENERAL LIABILITY
CG 76 35 02 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The city of Sacramento, its officials, agents, employees & volunteers are named additional insureds per this Endorsement Liability Plus attached.

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED – MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B – BAIL BONDS – TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

CITY OF SACRAMENTO
VENDING MACHINE COMMISSION STATEMENT

Sales Activity Report

Submit Completed Report with Payment

List all machines serviced at each agency.

Vending Machine Company:

Period Covered:

ANYTIME VENDING

Contract Number	Agency Name	Address	City	Loc. (Flr.)	VM No.	VM Type	Meter Start	Meter End	Gross Sales	Comm. Rate(%)
	COLOMA CC	4623 T st.	Sacramento		3	Soda			\$ 10.00	0.13
	Solid Waste	2812 Meadowview Rd	Sacramento		1	Soda				0.13
	Meadowview CC	2450 Meadowview Rd	Sacramento		2	Soda				0.13
	Oak Park CC	3425 MLK Blvd.	Sacramento		1	Soda				0.13
	George Sims CC	6207 Logan St.	Sacramento		1	Soda				0.13
	Rooney	5303 Franklin Blvd.	Sacramento		2	Soda				0.13
	South Natomas CC	2921 Truxel Rd.	Sacramento		1	Soda				0.13
	Joe Mims	3271 Marysville Blvd.	Sacramento		1	Soda				0.13
	Belle Cooledge CC	5699 SLP Dr.	Sacramento		1	Soda				0.13
	City Hall	915 I St.	Sacramento		2	Soda				0.13
	Comm.Development	300 Richards Blvd.	Sacramento	3	2	Soda				0.13
	Animal Care	2127 Front St.	Sacramento		1	Soda				0.13
	Info Tecknology	1000 I St.	Sacramento		1	Soda				0.13
	N.Sac Corp Yard	918 Del Paso Blvd.	Sacramento		1	Soda				0.13
	Park Services	918 Del Paso Blvd.	Sacramento		1	Soda				0.13
	Street/Park Maint.	5730 24th St.	Sacramento		1	Soda				0.13
	Street/Park Maint.	5730 24th St.	Sacramento		5	Soda				0.13
	Street/Park Maint.	5730 24th St.	Sacramento		1	Soda				0.13
	Street/Park Maint.	5730 24th St.	Sacramento	10	1	Soda				0.13
	Street/Park Maint.	5730 24th St.	Sacramento	12	1	Soda				0.13
	Street/Park Maint.	5730 24th St.	Sacramento	22	1	Soda				0.13
	Police/Fire Admin	5770 Freeport Blvd.	Sacramento		2	Soda				0.13
	Plant Services	1391 35th St.	Sacramento		1	Soda				0.13
	Dept. of Utilities	1395 35th St.	Sacramento		1	Soda				0.13
	Kinney Police	3550 Marysville Blvd.	Sacramento		2	Soda				0.13
	Kinney Police	3550 Marysville Blvd.	Sacramento		2	Soda				0.13
	Dept. of Utilities	1395 35th St.	Sacramento		1	Snack				0.13
	Street/Park Maint.	5730 24th St.	Sacramento		5	Snack				0.13
	Street/Park Maint.	5730 24th St.	Sacramento		1	Snack				0.13
	Comm.Development	300 Richards Blvd.	Sacramento		3	Snack				0.13



PEPSICO

FOODSERVICE

This letter is to inform the City of Sacramento that Anytime Vending has our equipment on loan to service the locations in the bid of P021101008.

Thanks,

A handwritten signature in black ink, appearing to be 'Bob English', written over the printed name.

Bob English
Key Account Manager
PepsiCo Foodservice
530-545-9531

March 1, 2012

City of Sacramento
City Clerk's Office
915 I Street
Sacramento, CA 95814

RE: Vending Services RFP

To Whom It May Concern:

Thank you for the opportunity to submit this proposal to provide vending machine services. It is our understanding that the requested services are to provide beverage and snack machines at various City locations and to keep these machines stocked with fresh, nutritious items. The term of this contract is for 3 years and commissions are to be paid to the City for sales from these machines. The contact information relating to our company is:

Name of Company: Anytime Vending
Contact Name: Rick Marchand or Shannon Marchand
Address: 5204 Fawn Valley Court
Antelope, CA 95843
Telephone: 916 475-6900 or 916 600-1851
Fax: 916 722-0799
Email: rjmvending@yahoo.com

Included with this packet is:

- Signed cover letter stating contact information and that proposal is firm for 90 days.
- Attachment 1 – Contact information
- Attachment 2 – Proposal which includes all submittal requirement information and signature form.
 1. Attachment 2.A. – Partial product list with nutritional information
 2. Attachment 2.B. – Photos of machines
- Attachment 3 - Client References – 3
- Attachment 4 - ESBE Certification Form
- Attachment 5 - Statement of business headquarters.
- Attachment 6 – Statement of contract review with exceptions noted.
- Attachment 7 - Acknowledgement of review of Addendums.

The services, prices and commission information contained in the attached proposal are firm for 90 days.

We are hopeful that we will be the successful bidder for these services and we look forward to a continued working relationship with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Marchand". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Rick Marchand

Owner

Proposal for the City of Sacramento
“Beverage and Snack Vending Machines”

**Submissions Must Be Received Prior To 3:30 P.M. (Pacific Standard Time)
on Thursday, March 8, 2012**

Submit Statements to:

**City Clerk's Office
City of Sacramento
915 I Street
Sacramento, CA 95814
Attn. Beverage and Snack Vending Machines**

NAME AND ADDRESS OF PROPOSER SUBMITTING THIS INFORMATION:

Name of Vendor: Anytime Vending

Name of Contact Person: Rick Marchand

Address: 5204 Fawn Valley Court

City, State, Zip Code: Antelope, CA 95843

Phone Number: 916 475-6900

E-MAIL: rjm.vending@yahoo.com

PROPOSAL SIGNATURE FORM

All Proposers must complete and sign this section. Failure to complete and sign this section will result in rejection of the proposal.

Name of Submitter: Rick Marchand / Anytime Vending
Business Address: 5204 Fawn Valley Ct. Antelope, CA 95843
(Street) (City) (State) (Zip Code)

Telephone: 916-475-6900 FAX: 916-722-0799

Type of Business: [] Corporation; [] Partnership; [] Individual doing business under own name; [] Individual doing business using a firm name; [] Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: 559-37-7406

To the City of Sacramento:

The undersigned, as Proposer, certifies that the only persons or parties interested in this Proposal as principals are those named herein as submitter; that this qualification statement is made without collusion with any other person, firm, or corporation; that in submitting this Proposal the Proposer has examined all terms, conditions, and requirements set forth in the Request for Proposal; that the Proposer proposes and agrees that if this Proposal is accepted, the Proposer will execute and fully perform the contract for which Proposals are called; that the Proposer will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the Proposer will take in full payment therefor, the prices set forth in the contract.

Rick Marchand owner 
(Typed or Printed Name and Title) (Signature)

Address (if different than business address above)

PROPOSAL FROM ANYTIME VENDING FOR CITY VENDING SERVICES

Qualifications and Experience

Anytime Vending is a family-owned and operated business which has been in operation since 2007. We currently service approximately 90 accounts, five of which are City locations. The City locations that we currently service, and have been servicing for the past three years are:

Clunie Community Center

Natomas Community Center

Sacramento Police

City Hall

City Planning Office

In addition to the City locations listed above, we hold a contract with the State and service various State locations. Some of our accounts have nutritional requirements in place that are similar to those indicated in the City RFP, therefore, we have experience in meeting nutritional requirements.

There are currently no employees of the business but there are four family members that service the various accounts. It is anticipated that if we are the successful bidder for the City contract that all four of these family members will be involved in servicing the various City location vending machines.

Staffing Information

As indicated earlier, there will be four family members assigned to work the City accounts. The individuals as well as their relevant experience are:

Rick Marchand – Rick is the owner of Anytime Vending and has 7 years of experience with servicing all types of vending machine accounts. He currently services some of the City accounts listed above and is familiar with adhering to policies regarding nutritional requirements as well as all other aspects of the vending business. Rick will take the lead in managing the City accounts to ensure that all City requirements are met.

Shannon Marchand – Shannon has 5 years of experience in servicing the various accounts. She is currently responsible for several of our State accounts that we service.

In addition, she has 11 years of prior experience working as a tax accountant for a CPA firm in Roseville. She is the individual responsible for tracking, calculating and processing the applicable commission payments.

Rick Marchand, Sr. – Rick Sr. has 5 years of experience in servicing the various accounts and is currently the family member responsible for several of the City accounts. He has an in-depth knowledge of the vending business.

Charlene Moore – Charlene is the family member that has most recently joined our team, and has 6 months of experience in the basics of the vending machine business. This includes the cleaning of machines, product stocking and the review of product expiration dates to ensure freshness.

We feel the fact that all of our workers are family members is an advantage and allows us to provide premier service to our accounts. This is not just a job to them, this is a family obligation that they need to fulfill to the best of their ability. Each and every one of them is dedicated to doing their best each and every time they service an account.

Scope of Service

It is our understanding that the requested services are for snack and beverage vending machines to be provided for the City locations listed as Attachment 7 to the City RFP. These machines are to be stocked with at least 50% of the products meeting the City nutritional requirements. Examples of the type of products to be offered as well as pricing are:

SNACKS

Animal Crackers	\$1.00	Nature Grain Bars	\$1.00
Special K Bars	\$1.00	Rice Krispy Treats	\$1.50
100 Calorie Cookies	\$.90	100 Calorie Crackers	\$.90
Baked Chips (Various Types)	\$1.25	Trail Mix (unsalted)	\$1.25
Peanuts	\$1.00	Granola Bars	\$1.00
Pretzels	\$1.25	Pirates Booty Popcorn	\$1.25
Fruit Snacks	\$1.00	School Pak Gummy Bears	\$1.50

Proposal - Page 3

Cheez-Its (Reduced Fat)	\$1.00	Pop Chips	\$1.25
Almonds	\$1.00	Snikiddy Cheese Puffs	\$1.25

BEVERAGES

12 oz. soda cans	\$1.00	(both diet and regular)
20 oz. soda bottles	\$2.00	(diet and regular)
20 oz. bottles	\$ 1.75	Gatorade (low cal and regular)
20 oz. bottles	\$1.75	Snapple (diet and regular)
16 oz. cans	\$3.00	Monster and Rock Star drinks (diet and regular)
Juice	\$1.50	
Water	\$1.25	

(A partial, but more comprehensive, list of available snacks and their nutritional content is provided as Attachment 2.A.)

We would supply and install appropriate front-loading snack and beverage machine at each of the contracted locations as soon after the initiation of this contract as possible. Pictures of the types of machines to be placed are included with this proposal as Attachment 2.B. Some, but not all of our machines, have been manufactured after January 1, 2008. All of our machines accept \$1 and \$5 bills and make the appropriate change, but none of them include a cashless payment option. Equipment does not include wireless remote monitoring. All machines will display our company name and a local service number for reporting any machine malfunctions. The machine serial or identification number will be visible and easy to locate. The machines are of standard size which is:

Snack Machine 72" high, 38 7/8" wide, 35" deep

Soda Machine 72" high, 45" wide, 35" deep

We would service all beverage and snack machines on a weekly or every two week basis depending upon the level of consumption at that particular location. These service calls will be made during the normal working hours of that location. During each service, products will be checked for expiration dates and removed from the machine if the product would expire prior to the next service date. Fresh products will be stocked into the machine and cash collected during each service call. Attention will be given so that all requirements of the City's newly approved nutrition policy are adhered to with nutritious items clearly marked and displayed appropriately in the machines.

Machines will be regularly cleaned and maintained. If any machine breaks down, we will arrange for the repair to happen as soon as possible. Some repairs are simple and can be handled by the regular individual servicing the account. Other repairs are more complicated and require the ordering of parts and/or the scheduling of the repair with a contracted service technician. In either case, the repair will be handled as expeditiously as possible in order to minimize the downtime of any machine. In the event of a malfunction that results in a customer loss of funds, we will gladly refund any lost money if the employee leaves a post-it note on the machine with their name and the amount lost. We will deliver the post-it note and the refund to one designated contact at each location during our regular service call. It will be the responsibility of the designated contact to provide the employee with their refund.

Commission Proposal

	Snack Commission Rate	Beverage Commission Rate
Equipment does not include credit/debit functionality	13%*	13%*
Equipment does include credit/debit functionality	N/A	N/A

*of vend price

References

References for three of our current accounts are provided on Attachment 3

Conflict of Interest

We are an independent entity and have no direct affiliation with the City or its staff or elected officials with the exception of the vending service that we currently provide to the five City locations which have been disclosed in the Qualifications and Experience section of this document.

Insurance Coverage

Our business commercial insurance policy is held by American States Insurance Company headquartered in Seattle, Washington. Our policy number is 01-CH-883855-4 and the current term is from 05/08/11 to 05/08/12. Our commercial general liability limits are at \$2,000,000, except for:

Personal and Advertising Injury Limit	\$1,000,000
Damage to Premises Rented (any one premise)	\$1,000,000
Medical Expense Limit (any one person)	\$10,000

Our commercial vehicle insurance is through Allstate Insurance Company and has a \$1,000,000 liability limit. Our policy number is 048956493. The current policy has effective dates from December 17, 2011 to December 17, 2012.

We do not carry Worker’s Compensation insurance as we have no employees of the business, but only utilize family members to provide service.

Copies of all insurance policies in effect will be provided upon request.

ESBE Participation

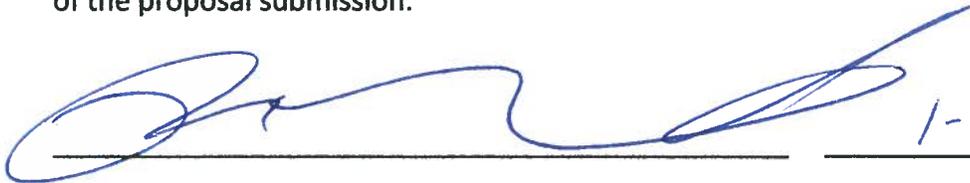
We are not participants in the ESBE or the SBE. We have completed the forms provided to indicate this and they are included as Attachment 4.

Additional Forms and Information

As required we have included with this proposal:

1. Attachment 5 – Form indicating location of business headquarters.
2. Attachment 6 – Statement indicating review of City contract and agreement with all items except item 5.
3. Attachment 7 - Statement indicating review of City's Attachment 7 & 8 regarding City's nutrition policy and a list of City locations part of this RFP.

All services, prices and products contained in this proposal are valid for 90 days from the date of the proposal submission.



A handwritten signature in blue ink, appearing to read 'Rick Marchand', is written over a horizontal line. To the right of the signature, the date '1-30-12' is handwritten in blue ink over another horizontal line.

Rick Marchand, Owner

Date

ATTACHMENT 2. A.

Sample Product List With Nutritional Information

ATTACHMENT 2. A. - Sample Product List With Nutritional Information

MFG.	Item	Pack Size	Bag Grams	Total Fat From Fat	Total Fat %	Total Sat. Fat %	Sat. Fat %	Zero Trans Fat	Total Sugar	Sugar %	Total Sodium	Total Fiber
Biscomerica	Animal Snackers	1 oz.	28g	110/30	3.5g	27%	0g	0%	7g	25%	45mg	0g
Biscomerica	Choc. Animal Snackers	1oz.	28g	120/27	3.5g	23%	.5g	4%	7g	25%	100mg	0g
Biscomerica	Lil' Sports Snackers	1oz.	28g	120/30	3g	25%	.5g	4%	8g	29%	45mg	1g
Biscomerica	USA Cookies	1oz.	28g	120/27	3g	23%	.5g	4%	7g	25%	95mg	0g
Clif Bar	Choc. Chip Peanut Crunch	2.4oz.	68g	250/50	6	20%	2g	7%	20	29%	210mg	5g
Clif Bar	Crunchy Peanut Butter	2.4oz.	68g	250/50	6g	20%	1.5g	5%	18g	26%	250mg	5g
Clif Bar	Oatmeal Raisin Walnut	2.4oz.	68g	245/45	5g	18%	1g	4%	23g	34%	125mg	5g
Z Bar Kids	Organic Chocolate Chip	1.27oz.	36g	130/35	4g	27%	1.5g	10%	11	31%	100mg	3g
Z Bar Kids	Organic Peanut Butter	1.27oz.	36g	140/45	5g	32%	1g	6%	11g	31%	170mg	3g
Z Bar Kids	Organic Chocolate Brownie	1.27oz.	36g	120/25	3g	21%	1g	8%	12g	33%	125mg	3g
Z Bar Kids	Organic Honey Graham	1.27oz.	36g	130/25	2g	19%	.5g	3%	10g	28%	95mg	2g
Z Bar Kids	Organic Blueberry	1.27oz.	36g	120/20	2.5g	17%	0g	0%	11g	31%	90mg	3g
Dole	Fruit Bowls-Peaches	7oz.	198g	140/0	0g	0%	0g	0%	32g	16%	10mg	2g
Dole	Fruit Bowls-Mandarin Oranges	7oz.	198g	140/0	0g	0%	0g	0%	32g	16%	10mg	<1g
Dole	Fruit Bowls-Mixed Fruit	7oz.	198g	130/0	0g	0%	0g	0%	32g	16%	5mg	1g
Dole	Fruit Bowls - Tropical Fruit	7oz.	198g	100/0	0g	0%	0g	0%	32g	16%	20mg	1g
Dole	Peach Slices	8oz.	227g	90/0	0g	0%	0g	0%	21g	11%	0mg	1g
Dole	Tropical Fruit Salad	8oz.	227g	90/0	0g	0%	0g	0%	20g	10%	0mg	2g
Dole	Pineapple Snack Wedges	8oz.	227g	90/0	0g	0%	0g	0%	13g	7%	10mg	1g
Farleys & Sathers	Farleys Fruit Snacks *Red. Sug	2oz.	56g	180/5	0.5g	3%	0g	0%	18g	32%	30mg	1g
Fruit 66	Fruit Punch	8oz.	237ml	95/0	0g	0%	0g	0%	23g	8%	17mg	0g
Fruit 66	Kiwi Strawberry Blast	8oz.	237ml	95/0	0g	0%	0g	0%	23g	8%	18mg	0g
Fruit 66	Orange Tangerine	8oz.	237ml	98/0	0g	0%	0g	0%	24g	9%	15mg	0g
Fruit 66	Apple Berry	8oz.	237ml	94/0	0g	0%	0g	0%	22g	7%	17mg	0g
Kellogg's	Kashi Peanut Butter Granola Bar	1.2oz	35g	140/45	5g	32%	0.5g	3%	5	14%	90mg	4g
Kellogg's	Kashi Trail Mix Granola Bar	1.2oz	35g	140/45	5g	32%	0.5g	3%	6	17%	105mg	4g
Kellogg's	L/F Granola w/Raisins	1.5oz.	42g	160/20	2g	11%	0.5g	3%	12	29%	100mg	3g
Kellogg's	Nutri-Grain Strawberry	1.3oz	37g	140/25	3g	18%	0.5g	3%	13g	35%	110mg	<1g
Kellogg's	Nutri-Grain Raspberry	1.3oz	37g	140/25	3g	18%	0.5g	3%	13g	35%	110mg	1g
Kellogg's	Nutri-Grain Apple Cinnamon	1.3oz	37g	140/25	3g	18%	0.5g	3%	13g	35%	110mg	1g
Kellogg's	Nutri-Grain Blueberry	1.3oz	37g	140/25	3g	18%	0.5g	3%	13g	35%	110mg	<1g
Kellogg's	Special K Bar - Honey Nut	.77oz.	22g	90/20	2g	20%	0g	0%	7g	32%	110mg	<1g
Kellogg's	Cheez- It Reduced Fat	1.5oz.	43g	180/50	6g	28%	2g	10%	0g	0%	520mg	1g

MFG.	Item	Pack Size	Bag Grams	Tot.Cal/Tot Fat From Cal.	Total Fat %	Total Sat. Fat %	Sat. Fat %	Zero Trans Fat	Total Sugar	Sugar %	Total Sodium	Total Fiber
Kellogg's	Rice Krispies Treats - Strawberry	1.3oz.	37g	150/35	4g	23%	1g	6%	13g	35%	170mg	0g
Kellogg's	Whole Grain PopTart-Straw.	1.76oz.	50g	190/45	5g	24%	1.5g	7%	15g	30%	160mg	3g
Kellogg's	Whole Grain PopTart-Brn.Sug.	1.76oz.	50g	200/60	7g	32%	2g	9%	14g	28%	170mg	3g
Kellogg's	Pop-Tarts - Frosted Strawberry	pastry pack	52g	200/45	5g	23%	1.5g	7%	17g	33%	170mg	<1g
Kellogg's	Pop-Tarts - Strawberry	pastry pack	52g	210/50	6g	26%	2g	9%	16g	31%	180mg	<1g
Kellogg's	Pop-Tarts - First Blueberry	pastry pack	52g	200/45	5g	23%	1.5g	7%	18g	35%	170mg	<1g
Kellogg's/Aus	Zoo Animal Crackers	2oz.	60g	250/35	4g	14%	1g	4%	14	33%	180mg	1g
Kellogg's	Elfin Crackers	2.12oz.	60g	250/40	4.5g	16%	1g	4%	15	25%	280mg	1g
Kellogg's	F.A. Low Fat Iced Ginger Snaps	1.73oz	49g	200/25	3g	14%	0.5g	2%	17g	35%	170mg	1g
Kellogg's	Scooby-Doo Graham Cracker Sticks	1oz.	28g	120/35	4g	30%	0.5g	4%	8g	29%	115mg	<1g
Kellogg's	Crunchmania Vanilla Mini Grahams	1.76oz.	50g	230/70	8g	31%	2.5g	10%	12g	24%	220mg	2g
Kellogg's	Crunchmania Cinnamon Bun	1.76oz.	50g	230/70	8g	31%	2.5g	10%	13g	26%	220mg	1g
Kellogg's	Elf Grahams Cinn. Graham Snacks	1oz.	28g	130/35	4g	28%	1g	7%	8g	29%	105mg	2g
Kellogg's	Keebler Gripz Grahams	.9oz.	25g	100/25	3g	25%	1g	9%	5g	20%	75mg	3
Medora Snacks	Pogos White Cheddar	1oz.	28g	110/35	4g	33%	1g	8%	2g	7%	230mg	<1g
Medora Snacks	Pogos Jalapeno	1oz.	28g	110/35	4g	33%	1g	8%	2g	7%	230mg	<1g
Medora Snacks	Pogos White Cheddar	2oz.	57g	220/70	8g	33%	2g	8%	4g	7%	230mg	<1g
Medora Snacks	Pogos Jalapeno	2oz.	57g	220/70	8g	33%	2g	8%	4g	7%	230mg	<1g
Medora Snacks	Pogos Hickory Smoked	2oz.	57g	220/70	8g	33%	2g	8%	4g	7%	230mg	<1g
Medora Snacks	Sotos Sea Salt	1.5oz.	42.5g	180/37.5	4.5g	23%	0	0%	3g	7%	320mg	3g
Medora Snacks	Sotos Cinnamon Streusel	1.5oz.	42.5g	180/37.5	6g	30%	0	0%	7.5g	18%	180mg	2g
Medora Snacks	Sotos Zesty Chs, O.Oil, Lemon	1.5oz.	42.5g	180/37.5	6g	30%	.75g	4%	4.5g	11%	420mg	2g
Medora Snacks	Corners Sea Salt	1oz.	28g	130/30	3g	23%	0	0%	0g	0%	170mg	0g
Medora Snacks	Corners Zesty Ranch	1oz.	28g	130/30	3.5g	23%	0	0%	1g	4%	260mg	0g
Mr. Nature	Selected Fruit Mix	2oz.	57g	200/20	2g	9%	0g	0%	30g	53%	60mg	2g
Mr. Nature	Oriental Mix	1.5oz.	42g	165/0	0g	0%	0g	0%	1g	0%	240mg	0g
Mrs. Freshleys	100 Calorie Pk. Choc. Cupck.	1.3oz.	37g	100/25	3g	27%	1g	9%	6g	16%	150mg	5g
Mrs. Freshleys	100 Calorie Pk. Blueberry Muf	1.3oz.	37g	100/25	3g	27%	1g	9%	5g	14%	140mg	7g
Mr. Z	Original Premium Beef Jerky	10oz.	28g	80/10	1g	13%	.5g	6%	2g	7%	570mg	0g
Mr. Z	Peppered Premium Beef Jerky	10oz.	28g	80/10	1g	13%	.5g	6%	2g	7%	550mg	0g
Mr. Z	Sweet & Hot Premium Beef Jerky	10oz.	28g	90/10	1g	11%	.5g	5%	2g	7%	420mg	0g
Mr. Z	Teriyaki Premium Beef Jerky	10oz.	28g	80/5	1g	6%	0	0%	3g	11%	540mg	0g
Nestle Waters	Arrowhead Mt. Spring Water	16oz.	473ml	0/0	0g	0%	0g	0%	0g	0%	0mg	1g
Nonni's	Pretzel Flatz Original	1.5oz.	43g	170/10	1.5g	8%	0g	0%	1g	2%	380mg	1g
Pepperidge Farm	100 Cal.Oatmeal Raisin Cookie	.81oz.	23g	100/25	3g	27%	1g	9%	8g	35%	55mg	<1g
Pepperidge Farm	Whole Grain Cheddar Goldfish	.75oz.	21g	100/30	3.5g	32%	1g	9%	0g	0%	170mg	1g
Pepperidge Farm	100 Cal. Pretzel Goldfish	.75oz.	21g	100/15	1.5g	14%	0g	0%	<1g	2%	300mg	<1g

MFG.	Item	Pack Size	Bag Grams	Tot.Cal/Tot.Fa From Cal.	Total Fat	Fat %	Total Sat. Fat	Sat. Fat %	Zero Trans Fa	Total Sugar	Sugar %	Total Sodium	Total Fiber
Pepperidge Farm	Flavor Blasted G.Fish Kickin' Ranch	.75oz.	21g	100/30	3g	27%	1g	9%	*	0g	0%	190mg	<1g
Pepperidge Farm	Flavor Blasted G.Fish H&SpyCheddar	.75oz.	21g	100/30	3g	27%	1g	9%	*	0g	0%	190mg	<1g
Pepperidge Farm	Flavor Blasted G.Fish Kickin' Ranch	1.5oz.	43g	200/60	6g	27%	1.5g	7%	*	0g	0%	370mg	1g
Pepperidge Farm	Flavor Blasted G.Fish H&SpyCheddar	1.5oz.	43g	200/60	6g	27%	1.5g	7%	*	0g	0%	370mg	1g
Pepperidge Farm	Goldfish PhysEdibles -Lemon	0.9oz.	26g	120/35	4g	30%	1g	8%	*	7g	27%	100mg	1g
Pepperidge Farm	Goldfish PhysEdibles -Straw.	0.9oz.	26g	120/35	4g	30%	1g	8%	*	7g	27%	100mg	1g
PooreBrothers	Mini Knots Pretzels	1oz.	28g	110/15	1.5g	12%	0g	0%	*	<1g	2%	340	<1g
PooreBrothers	Honey Wheat Pretzel Braids	1.5oz.	42.5g	110/15	1.5g	14%	0g	0%	*	4g	9%	250mg	1g
PooreBrothers	Honey Wheat Pretzel Braids	2.25oz.	63.9	247.5/33.75	3.375	12%	0g	0%	*	9g	14%	630mg	2.25g
PooreBrothers	Butter Pretzel Braids	1.5oz.	42.5g	110/15	1.5g	14%	0g	0%	*	<1g	2%	390mg	<1g
PooreBrothers	Butter Pretzel Braids	2.25oz.	63.9	247.5/33.75	3.375	12%	0g	0%	*	9g	14%	630mg	2.25g
Sconza	School Pack Gummy Bears	2.25oz.	64g	195/0	0g	0%	0g	0%	*	19.5g	30%	0mg	0g
Sconza	School Pack Sour Gummy Worms	2oz.	57g	130/0	0g	0%	0g	0%	*	13g	23%	0mg	6g
Sconza	Natural Gummy Bears	1oz.	28g	90/0	0g	0%	0g	0%	*	9g	32%	0mg	0g
Whitewave	Horizon Plain 2% Organic Milk	8 fl.oz.	236ml.	120/40	4.5g	7%	3g	15%	*	12g	4%	120mg	0g
Whitewave	Horizon R/F Choc. Org.Milk	8 fl.oz.	236ml.	180/45	5g	7%	3g	15%	*	27g	9%	160mg	<1g
Welch's	100% Apple Juice	1.5 fl.oz.	340ml.	160/0	0g	0%	0g	0%	*	39g	11%	35mg	0g
Welch's	100% Orange	1.5 fl.oz.	340ml.	170/0	0g	0%	0g	0%	*	41g	12%	30mg	0g
Welch's	100% Grape	1.5 fl.oz.	340ml.	240/0	0g	0%	0g	0%	*	59g	17%	30mg	0g
Welch's	100% Orange Fusion	10 fl.oz.	396ml	150/0	0g	0%	0g	0%	*	35g	30	0mg	0g
Welch's	Naturals Peach Pear	1.5 fl.oz.	340ml.	120/0	0g	0%	0g	0%	*	28g	20	0mg	0g
Welch's	Naturals Fruit Punch	1.5 fl.oz.	340ml.	120/0	0g	0%	0g	0%	*	29g	20	0mg	0g
Welch's	Naturals Berry	1.5 fl.oz.	340ml.	120/0	0g	100%	0g	0%	*	29g	20	0mg	0g
Clif Kid	Organic Twisted Fruit	.7oz.	20g	70/0	0g	0%	0g	0%	*	9g	45%	5mg	1
Mr. Nature	Sweet & Smart Trail Mix	1.5oz.	42g	230	15g	59%	2g	8%	*	9g	21%	115mg	2g
Mr. Nature	Salted Almonds	1.0oz.	28g	175	16g	82%	1.3g	7%	*	1g	4%	105mg	3g
Mr. Nature	Unsalted Trail Mix	1.1oz.	31g	130	7g	47%	1g	7%	*	5g	16%	10mg	1g
Mr. Nature	Seedless Raisins	1oz.	28g	90	0g	0%	0g	0%	*	20g	71%	7mg	2g
Mr. Nature	Salted Peanuts	1oz.	28g	170	14g	74%	2g	11%	*	0	0%	130mg	3g
Mrs. Mays	Trio Bars - All Flavors	1.2oz.	35g	170	12g	64%	1.5g	8%	*	6g	17%	45mg	2g
Mrs. Mays	Fruity Snapz - Peach	.35oz.	10g	35	10g	0%	0g	0%	*	7g	70%*	0mg	<1g
Mrs. Mays	Fruit Chips - Apple	.35oz.	10g	35	10g	0%	0g	0%	*	7g	70%*	0mg	1g
Mrs. Mays	Fruit Chips - Apricot	.35oz.	10g	35	10g	0%	0g	0%	*	7g	70%*	0mg	1g
Mrs. Mays	Fruit Chips - Pear	.35oz.	10g	35	10g	0%	0g	0%	*	7g	70%*	0mg	1g

ATTACHMENT 2. B.

Pictures of Representative Vending Machines







Selections		Small	Large
Coffee			
Black		50¢	65¢
with Sugar		55¢	70¢
with Lightener		60¢	75¢
with Sugar and Lightener		65¢	80¢
with Sugar Substitute		65¢	80¢
with Sugar Sub. and Lightener		70¢	85¢
Decaf Coffee			
Black		50¢	65¢
with Sugar		55¢	70¢
with Lightener		60¢	75¢
with Sugar and Lightener		65¢	80¢
Mocha Alert™			
1/2 Espresso, 1/2 Milk		80¢	95¢
with Sugar		85¢	100¢
Espresso			
Black		50¢	
with Sugar		55¢	
with Sugar Substitute		55¢	
Caffè Latte			
Whipped with Lightener		75¢	
Whipped with Lightener and Sugar		80¢	
Whipped with Lightener and Sugar Sub.		80¢	
Cappuccino			
Whipped with Sugar		80¢	95¢
with Sugar		75¢	90¢
Tea			
Black		45¢	60¢
with Sugar		50¢	65¢
with Lightener		55¢	70¢
with Sugar and Lightener		60¢	75¢
with Sugar Substitute		60¢	75¢
with Sugar Sub. and Lightener		65¢	80¢
Hot Chocolate			
Black		60¢	75¢
with Sugar		65¢	80¢
with Sugar Substitute		65¢	80¢

Regular
 Large
 Tea

Instructions
 Hot Beverage
 Hot Beverage
 Hot Beverage

CAUTION!
 HOT BEVERAGE
 USE CARE

1 2 3 4 5 6 7 8 9 * 0 #



CLIENT REFERENCES
(MINIMUM OF THREE REFERENCES REQUIRED)

CLIENT NAME: Dept. of Rehabilitation

NAME OF PROJECT: _____

CITY/COUNTY Sacramento STATE ca

ADDRESS 721 Capital Mall

KEY CONTACT NAME / EMAIL / TELEPHONE NUMBER Cheryl Miller

Cheryl.L.Gatus@dor.ca.gov 916-558-5354

DETAILS

DATE SERVICES WERE PROVIDED from 2009 - present

SCOPE OF THE ASSIGNMENT vending services provided

ADDITIONAL REMARKS _____

CLIENT REFERENCES
(MINIMUM OF THREE REFERENCES REQUIRED)

CLIENT NAME: Auto-Tek

NAME OF PROJECT: _____

CITY/COUNTY Antelope STATE CA

ADDRESS 8633 Antelope North Rd.

KEY CONTACT NAME / EMAIL / TELEPHONE NUMBER Erin Lull

916smog@gmail.com 916-257-3865

DETAILS

DATE SERVICES WERE PROVIDED 2007-present

SCOPE OF THE ASSIGNMENT Vending services

ADDITIONAL REMARKS _____

CLIENT REFERENCES
(MINIMUM OF THREE REFERENCES REQUIRED)

CLIENT NAME: California American Water

NAME OF PROJECT: _____

CITY/COUNTY Sacramento STATE ca

ADDRESS 4701 Belmont Dr. Sacto, Ca 95838

KEY CONTACT NAME / EMAIL / TELEPHONE NUMBER Ed Wheat

e.wheat @ amwater.com 916-591-0605

DETAILS

DATE SERVICES WERE PROVIDED 2007 - present

SCOPE OF THE ASSIGNMENT Vending services

ADDITIONAL REMARKS _____

SMALL BUSINESS/EMERGING SMALL BUSINESS CERTIFICATION

NOTE: *Submitters must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of qualification statements.*

1. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a Small Business Enterprise? Check the appropriate block below:

YES - the firm submitting the bid is certified by the City of Sacramento as a Small Business Enterprise.

NO - the firm submitting the bid is not certified by the City of Sacramento as a Small Business Enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number _____.

2. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *Emerging* Business Enterprise? Check the appropriate block below:

YES - the firm submitting the bid is certified by the City of Sacramento as an Emerging Business Enterprise.

NO - the firm submitting the bid is not certified by the City of Sacramento as an Emerging Business Enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

NOTE: SBE/EBE FIVE PERCENT (5%) EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any qualification statement submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) evaluation preference.

To receive this evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

3. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a **Business Operations Tax** and have a **current Business Operations Tax Certificate**.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, First Floor, Sacramento, CA 95814, or telephone (916) 808-8500.

Unless otherwise specified, more than one proposal received from an individual, firm, partnership, corporate affiliate, or association under the same or different names, in response to a single solicitation, will be rejected. Such rejection will result in rejection of all proposals in which the Submitter is interested.

ATTACHMENT 5

City of Sacramento Boycott of Arizona-Headquartered Businesses

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a proposal from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the proposal on that basis.

Proposers that are headquartered in the United States shall in the space below the state where the proposer is headquartered:

CA

State Where Proposer is Headquartered

ATTACHMENT 6

City Contract - RFP Attachment 6

We have reviewed all terms and conditions contained in the RFP Attachment 6 (Concession Contract for Snack and Beverage Vending Machines at City Operated Facilities). Anytime Vending can and will comply with all provisions with the exception of item #5 on page 25 which requires all machines that we utilize have been manufactured after January 1, 2008. Also, our machines do not accept a cashless payment option.

ATTACHMENT 7

City RFP Attachment 7 & 8

Requirement to Acknowledge City Addendums:

Attachment 7 & 8 to the City RFP regarding the new City nutrition policy and the City locations to be serviced have been reviewed. Anytime Vending understands the locations to be serviced and can comply with all of the City's nutrition guidelines.