

CITY COUNCIL MINUTES

December 05, 2022

Standard Purchasing Resolution 8: Best Value Award – Vending Services

Resolution #2022-12-184-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with an option to renew for one (1) additional year for Vending Services to *Specialized Vending Services, Inc. of Livonia, MI*, as a result of a best value process, which the Troy City Council determines to be in the best interest of the City of Troy, with a 22-25% commission of monthly net sales; contract to expire December 31, 2026.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor submission of properly executed proposal and contract documents, including insurance certificates, agreement and all other specified requirements.

PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Building Operations
 500 W BIG BEAVER RD
 TROY, MI 48084

Bill To
 City of Troy
 Building Operations
 500 W BIG BEAVER RD
 TROY, MI 48084

No: 2023-90000012
Date: 12/15/2022

FOB DESTINATION

Entered By: Emily Frontera

Vendor
VENDOR NO. 177125
 SPECIALIZED VENDING SERVICES
 11945 GLOBE STREET
 LIVONIA, MI 48150

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
01/01/2023	01/01/2026	1 Times Annually	2022-12-184-J-4d	2023-90000012	0.00

Vending Services

Vending Services Agreement for a three year term to provide for the installation, operation and management of on-site vending machine services for various City of Troy facilities with one (1) additional option to renew by Special Vending Services of Livonia, MI as a result of the best value process as per all bid specifications and scope of work in accordance with RFP-COT 22-37.

COMMISSIONS:

Based on Tiered Annual Sales Velocity**

\$50k+ 25%

\$30k-\$49k 24%

\$0-\$29k 22%

***Year 1 commissions to start at 25% until sales base can be determined.

Certificate of Insurance and Endorsement shall be on file for duration of contract.

Resolution #2022-12-184-J-4d

CITY COUNCIL AWARD DATE: 12/05/2022

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 - Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
 - In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
 - Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


 Emily Frontera
 Purchasing Manager

VENDOR NAME: Continental Café LLC | Specialized Vending Services, Inc.
 CITY: Troy, MI | Livonia, MI

PROPOSAL: TO FURNISH THREE (3) YEAR REQUIREMENTS FOR VENDING SERVICES FOR THE CITY OF TROY WITH ONE (1) YEAR RENEWAL OPTION

Percentage of Monthly Net Sales		
DESCRIPTION	PRICING	PRICING**
YEAR 1 Percentage of Monthly Net Sales:	10.0%	25.0%
YEAR 2 Percentage of Monthly Net Sales:	10.0%	25.0%
YEAR 3 Percentage of Monthly Net Sales:	10.0%	25.0%
Optional: YEAR 4 Percentage of Monthly Net Sales:	10.0%	25.0%

**** COMMISSIONS WILL BE BASED ON TIERED SALES VELOCITY****
 IF SALES REACH \$50K+ -25% APPLY
 IF SALES REACH \$30K-49K-24% APPLY
 IF SALES REACH \$20-29K-22% APPLY

Percentage of Per Item Sold		
DESCRIPTION	PRICING	PRICING
YEAR 1 Percentage of Per Item Sold:	N/A	N/A
YEAR 2 Percentage of Per Item Sold:		
YEAR 3 Percentage of Per Item Sold:		
Optional: YEAR 4 Percentage of Per Item Sold:		

ATTENDED MANDATORY PREBID MEETING:	Y or N	Y	Y
REQUIRED CONTENT PROVIDED:	Y or N	Y	Y
CONTACT INFORMATION: Hours of Operation:		8 AM - 5 PM	6 AM - 5:30 PM
24 Hr. Phone Number:		866-939-9050	586-596-5171
Contact Person:		Heather Crowley	Kenneth Jarema
Phone Number:		586-256-3901	586-596-5171
REFERENCES:	Y or N	Y	Y
CAN MEET INSURANCE:	Y or N	Y	Y
INDEMNIFICATION CLAUSE PROVIDED:	Y or N	Y	N
PAYMENT TERMS:	Y or N	Net 30	Not specified
WARRANTY:		N/A	Not specified
EXCEPTIONS:		<ul style="list-style-type: none"> If the client terminates the agreement without cause, the Client is responsible to reimburse the provider for the unamortized portion of the Provider's investment, amortized over 5 years at 8% within 30 days of such notice, and any other legal or equitable remedy. Continental to stock products 6 days/week and stock-to-support on Sundays. Hot Beverage Machines to be removed. Continental recommends upgrading your coffee experience by using Keurig machines. K Cups to be sold in the vending machines for \$1.50 per K Cup Kurig machines to be located in City Hall and DPW. Coffee is also available for purchase directly from Continental. Per the site visit, 2 microwaves not needed at DPW. 	SVS will provide market equipment if sales velocity warrants it at designated areas and must be agreed upon both parties involved.
ACKNOWLEDGEMENT:	Y or N	Y	N - Not signed
3 SIGNED ADDENDUMS:	Y or N	Addendums 1 and 3 not provided	N
FORMS:	Y or N	Y	Y

Attest:
 (*Bid Opening conducted via a Zoom Meeting)
 Joe Lagarde
 Phillip Kwik
 Brian Goul
 Andrew Chambliss
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager

CITY OF TROY BID PROPOSAL

Vending Services

November 01, 2022

Buyer
Andrew R. Chambliss
City of Troy Vending Machine

Services RFP-COT 22-37

On behalf of Specialized Vending Services, Inc. I would like to thank you for giving us the opportunity to provide a full encompassing vending proposal for the City of Troy. Specialized Vending Services, Inc., has attached answers to the Identification of the offering firm(s), including name, address and telephone number.

Specialized Vending Services, Inc

11945 Globe Street Livonia MI 48150

Owner: Anthony Wineman

Phone Number: 248-224-0876

Operations Manager, Sam Kashat

Phone Number: 248-877-2980

Corporate Marketing Sales Manager, Kristin L. Scott

Phone Number: 734-391-9200

Name, title, address, telephone number, number and email address of the proposer's/preparer contact person during the period of proposal evaluation.

Kristin L. Scott

Corporate Marketing Sales Manager 11945 Globe Street Livonia, MI 48150

kristin@svsus.com 734-391-9200

Kristin L. Scott

Specialized Vending Services, INC.

Table of Contents

SPECIAL INSTRUCTIONS2-5



CITY OF TROY

RFP-COT 22-379

BID PROPOSAL *Page 1 of 9*.....9

SIGNATURE PAGE18

SPECIFICATIONS19

SPECIFICATIONS20

SPECIFICATIONS21-22

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.....23-26

VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"27-29

EXHIBIT A & B.....30-31

SPECIFICATIONS ANSWERS.....31-45

EXHIBIT C & D.....46-47



INSTRUCTIONS TO PROPOSERS

October 17, 2022

RFP-COT 22-37

Electronic proposals to furnish all equipment, material and labor to provide **VENDING SERVICES** will be received by the City of Troy until **Thursday, November 3, 2022 at 10:00 AM E.S.T.**, after which time they will be publicly opened and read in the specified Zoom listed on **Page 3** of the Instructions to Bidders. **Bid responses are not accepted via fax transmission. Electronic Bid Submissions only. Late proposal submittals will not be accepted or considered for award.**

1. The proposals will be for operations of the **VENDING SERVICES** throughout the City of Troy in accordance with the Specifications and Scope of Work. Specifications and Scope of Work are listed in the proposal form on the MITN Purchasing Group website www.bidnetdirect.com//city-of-troy-mi.
2. The response must follow this format. Supplemental information should be provided in additional sections following the same numbering scheme. The response should be concise and complete.
3. Any additional written material such as professional records, certifications, etc. your firm may think important should be attached and submitted to augment the data included in the proposal. It is not necessary to include expensive custom binders, displays, or other materials unless the vendor believes such materials are necessary to the proposal. All costs incurred in the preparation and presentation of the proposal shall be wholly borne by the prospective bidder.
4. **Opening of Proposals:** At the specified time and date stated above, all submitted Proposals shall be opened. The names only of Firms submitting a proposal shall be publicly read aloud. All Proposal information received shall be held confidential until after final action by the City of Troy, except as required by law. Any interested parties may attend. No immediate decision shall be rendered.
5. The City of Troy reserves the right to reject any and all RFQ/ RFP's, to waive any informality in any RFQ/ RFP received, and to accept any RFQ/RFP or part thereof, which shall be deemed to be most favorable to the interests of the City of Troy.
6. Any and all proposals submitted must be on the City of Troy bid proposal forms. If more than one proposal is submitted, a separate proposal form must be used for each. Forms are enclosed or obtainable at the City of Troy's Purchasing Department or on the MITN Purchasing Group website at www.bidnetdirect.com//cityof-troy-mi.
7. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.
8. If further information regarding this bid is required, please contact the Purchasing Department at (248) 619-7609.
9. **Mandatory Pre-Proposal Meeting:** A Mandatory Pre-Proposal Meeting will be held on **MONDAY,**

OCTOBER 24, 2022, at 1:00 P.M., at the City Hall, Lower Level Conference Room, First Floor, 500 West Big Beaver Road, MI 48084. Staff will be available at this meeting to answer questions and provide clarification of this RFP. **Attendance at the meeting is mandatory.** Please bring your copy of the Bid Documents to the meeting. A site visit will be included in this meeting.

Further Instructions to Bidders

Page 2 of 3

10. **Pre-Proposal Question Deadline:** Prospective Proposers may request that the City of Troy clarify information contained in the RFP. All such requests must be made in writing and emailed to Andrew R. Chambliss, andrew.chambliss@troymi.gov. The City of Troy will not respond to any questions or requests for clarification received after the close of business on **OCTOBER 31, 2022**. The City of Troy response to any request for clarification will be provided to all potential Proposers.
11. **RFP/Proposal Information Controlling:** The City of Troy intends that all Proposers have equal access to information relative to the RFP, and that the RFP contains adequate information. Part of the RFP preparation has included discussions with selected prospective Proposers; however, each Proposer shall prepare its Proposal based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective Proposer noting any inconsistency between the information contained in the RFP and any information previously provided to it should request clarification prior to the Pre-Proposal Question Deadline. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless contacted by written communication contained in the RFP, an addendum to the RFP, a request for clarification or written response thereto, or in the Proposal.
12. **City of Troy Reservation of Rights:** The City of Troy reserves the right in its sole discretion (for this and the other provisions of this RFP) to accept or reject any or all Proposals with or without cause. The City of Troy reserves the right to waive any irregularity or informality in the RFP process, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. The City of Troy reserves the right to request additional information from any or all Proposers. The City of Troy reserves the right to negotiate with the Proposers concerning their Proposals.
13. All information requested herein shall be submitted with the Request for Proposal (RFP); failure to do so may result in rejection of the RFP as non-responsive and/or incomplete.
14. **VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE.** The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims

that it had no knowledge of the changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN Purchasing Group website with any amendments and updates.

15. The City of Troy officially distributes bid documents from the Purchasing Department or through the MITN Purchasing Group website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN Purchasing Group website, www.bidnetdirect.com//city-of-troy-mi and obtain an official copy.
16. A successful bidder furnishing labor on City/public premises does agree to have its workers covered by Worker's Compensation, General Liability, and Automobile Liability and to furnish a certificate of insurance showing coverage to the City's Purchasing Department within five (5) business days of a verbal request. The "Company Representative" does warrant that by signing the proposal document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.

Further Instructions to Bidders

Page 3 of 3

17. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
18. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.

SPECIAL INSTRUCTIONS

- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through equipment delivery and final acceptance as operational in accordance with specifications.
- Final RFP results will be posted on the MITN Purchasing Group website after award. Please register to see results - www.bidnetdirect.com//city-of-troy-mi.

- IMPORTANT: Bids will be received electronically on the MITN website. Bid openings are being conducted in accordance with City Charter and Code utilizing Zoom. If interested, Bidders can attend bid openings utilizing Zoom. The Bid opening information and meeting code is included below. Please contact Andrew R Chambliss, Buyer, Andrew.Chambliss@troymi.gov with any questions regarding the bid opening.

Topic: Bid Opening

Time: Nov 3, 2022 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88188121676?pwd=MWNpL244bzZnWnFpZitoQ0tCS2wvZz09>

Meeting ID: 881 8812 1676

Passcode: 487938

One tap mobile

+16469313860,,88188121676#,,,,*487938# US

+13017158592,,88188121676#,,,,*487938# US (Washington DC)

Dial by your location

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 408 638 0968 US (San Jose)

Meeting ID: 881 8812 1676

Passcode: 487938

Find your local number: <https://us02web.zoom.us/j/88188121676>



REQUEST FOR PROPOSAL CONTENT

Vending Services

Request for Proposal documents must be prepared following the format identified below. The contractor should, at a minimum, include the following information regarding their approach to provide the requested services: A committee will review the written material received. Proposals should be succinct.

A. Cover Sheet

A cover sheet must be submitted listing the name of the firm with names and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the proposal and their contact information.

B. Table of Content

The organization shall insert a comprehensive table of contents denoting all sections of the proposal.

C. **Firm Information** Name, address, and brief description of firm. Firm shall identify itself as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), or government agency, and indicate official capacity of persons executing RFP documents. Notification of the offering firm(s), including name, address and telephone number.

Answer:

Specialized Vending Services, Inc
11945 Globe Street Livonia MI 48150 Owner: Anthony Wineman
Phone Number: 248-224-0876, Sam Kashat, Operations Manager
Phone Number: 248-877-2980
Kristin L. Scott, Corporate Marketing Sales Manager
Phone Number: 734-391-9200
C Corporation

D. Qualifications and Experience

Describe the vendor's capacity to service the City of Troy, including appropriately certified and trained personnel, support staff, and administrators with relevant work experience and support skills for the services described. Include the licenses and qualifications of the specific staff to be assigned to this contract. The organization must also describe their approach to maintaining the continuity of staff assigned to the City.

Answer:

Specialized Vending Services is a full service vending, office coffee, and Market operation servicing clients in Michigan and Ohio. Currently operating several municipalities. Specialized Vending Services is a Million Dollar company with no bankruptcies, and no litigation or judgements. Furthermore, SVS, has been operating at full capacity since 1983. There has been no planned closures in the near future nor mergers at this time. Specialized Vending is serving 800 clients and our average clients range from 100 to 800 employees.

E. Capacity

Organization should clearly identify all available resources within the company. Provide number of fulltime/part-time employees.

Answer:

Project Manager Matt Brinker

New Business Development

- Customer Base Account Management
- Key Account Strategies
- Contract Modifications/Renewals
- Brewer Equipment Selection/ Server Applications • Specialty Coffee Development/Marketing • New Account Write-Up for Service Team • Customer Price Increases • Buying/Coffee Inventory Ordering • Equipment ordering and brewer assessment • Inside sales-promoting allied products "Green" paper, flatware products Marketing Abilities:

- Trending Snack, Food & Beverage Product Assessment for Plan-o-gram's • Advertisement/Promotion development for Linked in /Facebook Page
- Developed all current proposals and marketing • Creating Labels for Beverage Equipment • Website creation and development • Coffee POS /Caddy Systems (Starbucks, Caribou, General Foods, JM Smuckers) Sales Abilities:
- Prospecting, cold calling

Sold over 300 accounts in SE Michigan

- Developed commission incentives subsidy's programs and contract pricing programs • Knowledge of inline water cooler/5-gallon cooler applications • Proficient in office coffee brewer applications • Well informed regarding vending wellness products NAMA, USAD, Cleveland Clinic • Engage customer in coffee tasting, facility visits and surveys to close sales
- Able to understand a prospects work culture and integrate it into a proposal.
- I understand the value of Sustainability as it applies to products and proposal creation • Thinking outside the box on new products and applying them in an account "saves".
- Introducing new products or programs to enhance retention.

Education

- Graduated from Grosse Pointe North High School 4 Years at Spring Arbor College Graduated Wayne County Sheriff's Academy Attended NSCA conferences & Lectures Completed Bunn Equipment Training NAMA attendee for Vending Specialty Coffee Conferences in California CoffeeCon Coffee Education Chicago Coffee Fest Specialty Coffee Trade show US Connect Show in Nashville Tennessee

Anthony Wineman, President and Owner since 1983, will facilitate an active role with servicing the City of Troy. **Sam Kashat**, Operations Manager since 2000, will make sure all servicing and accounting will be maintained to the City of Troy satisfaction. Matt Brinker will be the day to day contact directly to the City of Troy and will manage route drivers and service technicians. SVS completes background checks with all employees. Each driver and service technician will be uniformed for the assurance and security of all the City of Troy locations.

Kristin Scott, Corporate Marketing Sales Manager, has 16yrs in Vending, Office Coffee, and Market C Store experience.

Anthony Wineman 248-224-0876 (number on all vehicles) Sam Kashat 248-877-2980

F.P.

Matt Brinker 734-660-0366

Kristin Scott 734-391-9200

Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified. Identify the ability to provide the required services.

Answer:

SVS key method is great communication with our clients and will apply that to the City of Troy. Based on this RFP, SVS will be able to cover the scope of work with confidence and execution. We have been around since 1983 and pride ourselves with the relationships we have created with our partners and continue to follow through with that methodology.

F. References

Provide names, business or agency affiliation and telephone numbers of references that have had a similar contract relationship with your firm within the last three (3) years that best characterizes your quality and past performance. Provide any additional information your firm feels appropriate to substantiate qualifications, track record, and commitment to provide these services. References should include the following:

1. References from at least three (3) local government jurisdictions where your firm currently provides building department services. **Answer: Located on page 5**



BID PROPOSAL

The undersigned proposes to FURNISH THREE (3) YEAR REQUIREMENTS FOR VENDING SERVICES FOR THE CITY OF TROY WITH ONE (1) YEAR RENEWAL OPTION in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Specialized Vending Services, INC

PRICING

Table with 3 columns: Year, Percentage of Monthly Net Sales, and Percentage symbol. Rows include Year 1, Year 2, Year 3, and Optional Year 4.

OR

Table with 3 columns: Year, Percentage of Per Item Sold, and Percentage symbol. Rows include Year 1, Year 2, Year 3, and Optional Year 4.

DESCRIPTION:

The City of Troy is seeking a qualified, experienced and proven professional Vending Services Company to operate a quality vending service for the City of Troy at various City locations. All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

The City of Troy is located in Oakland County, Michigan and covers 34.3 square miles. For this Proposal there are seven (7) facilities, located throughout the City. (See Specifications.)

The City of Troy will provide the selected contractor the exclusive right to supply all snack and beverage vending machine products at the specified locations. During the term of the Contract, the contractor shall keep snack and beverage vending machines fully operational. During the term of the Contract the contractor shall fully supply all products in a timely manner to keep all snack and hot/cold beverage vending machines operating fully supplied with aspect to snacks, beverages, cups, change and all other necessary supplies to allow the City of Troy and the contractor to maximize sales. Vending machines provided will be Contractor-owned. Contractors will be responsible for installation, stocking, maintenance and repair of the machines. Contractors will be responsible for all licenses required to operate and market the stock within the machines. All products must be pre-approved by the City of Troy designee.

This contract covers the operation of all vending machine services at the specific area, in accordance with the following specifications and general conditions. Concession Stand services in the parks will remain under the direction and specifications of the Recreation Department.

LENGTH OF CONTRACT:

This contract will be for a three-year period, January 1, 2023 through December 31, 2026. The City of Troy may, at its option only, elect to renew the contract for one additional calendar year upon the successful completion of this contract. The contract shall commence on **January 1, 2023** and continue for three calendar years, with the option to renew for one additional year through mutual consent, within 30 days of contract termination under the same pricing structure, terms, and conditions. The renewal is subject to a favorable market survey and the Troy City Council approval.

PRE-BID MEETING AND WALK-THRU:

This Pre-Bid walk-thru under this proposal is to ensure a complete familiarity with the City of Troy facilities and determine the conditions to be encountered, equipment logistics, plus any factors affecting the operation.

The meeting will be on **MONDAY, OCTOBER 24, 2022, 1:00pm at City Hall, Lower Level Conference Room, First Floor, 500 West Big Beaver Road, MI 48084. The Pre-Bid Meeting and Site Visits are mandatory and all Proposers are required to familiarize themselves with and be conversant with the Facilities.**

Our company visited the sites.

Our company did not visit the sites.

The submission of a bid shall be deemed evidence that the bidder has carefully examined these instructions, the proposal form(s) and conditions of the contract and is fully aware of the responsibilities of the Vending Service Provider. In addition, the bidder agrees to abide by all applicable laws relating to the operation of the Vending Service Provider if granted the **VENDING SERVICE** contract.

Deviations from the specific terms, qualifications and requirements, as set forth in the bid proposal document are not permissible as a part of the proposal. But alternate or additional proposals or suggested revisions, if any, may be submitted separately and apart from, but enclosed with, the proposal

EXCLUSIVITY:

The City of Troy agrees that the Vending Service Provider shall have the exclusive right to vending machine food and beverage at City of Troy locations for the time period that this agreement remains in effect unless otherwise agreed between the City of Troy and the Vending Service Provider. *The City of Troy reserves the right to utilize other vendors for hospitality and refreshments for City of Troy programs and organizations affiliated with the City.*

ASSIGNABILITY:

It is agreed upon that the Vending Service Provider shall not assign, let, sublet, or otherwise transfer any rights under the contract unless approved in writing by the City of Troy.

MAINTENANCE OF VENDING MACHINES:

The Vending Service Provider agrees to maintain their vending machines in a clean and orderly fashion and shall not permit the accumulation of dirt, rubbish, dust, or debris of whatever kind or nature to accumulate in the vending machine areas, and other areas used by the Vending Service Provider.

COMPANY NAME: Specialized Vending Services, INC

INSPECTIONS:

The City of Troy shall have the right to inspect the Vending Machines and sites at any time to ensure compliance with the contract as well as compliance with all applicable codes, regulations, ordinances and laws.

LENGTH AND HOURS OF OPERATION:

The length of daily operation will be predetermined and mutually agreed upon by the City designs as per the specific needs of each City facility and the Successful Bidder.

UTILITY BILLS AND ROUNTINE MAINTEANCE

It is agreed that the City shall pay all utility bills and provide routine maintenance during the Vending Service Provider's use of the facility. The City shall have the right to enter any of the sites operated by the Vending Service Provider at any responsible time to examine the premises and make any repairs and improvement that it deems necessary.

REGULATIONS:

The Vending Service Provider shall observe and comply with all federal, state, county and local laws and regulation in the operation and management of the food and beverage Vending Services.

It is further agreed that the Vending Service Provider shall obtain any and all federal, state, county and local licenses and permits required for the operation of food and beverage vending machines and shall provide the City of Troy with a copy of same.

TERMINATION:

It is hereby agreed that if for any reason the Vending Service Provider shall fail to fulfill its obligations under this contract to the satisfaction of the City of Troy or shall violate any of the covenants, agreements or warranties contained in this contract, the City shall have the right to terminate this contract by giving written notice to the Vending Service Provider of the termination and include the effective date.

In the event of termination, the Vending Service Provider shall not be relieved of liability to the City for damages sustained due to the Vending Service Provider's breach of contract.

It is further agreed that either party may terminate this contract at any time, without cause, by giving at least thirty (30) days written notice to the other party.

MAINTENANCE OF THE VENDING MACHINES:

Vending Service Provider shall be responsible for the regular maintenance of its vending machines. In the event any building shall be damaged and/or by fire or other calamity which was not the result of an act and/or omission of the Vending Service Provider and renders the premises unsuitable for the purpose of the contract, the contract shall be terminated by written notice from either party and the Vending Service Provider shall not be responsible for future compensation payments. It is understood by the Vending Service Provider that the City is not responsible to repair the vending machines nor is the City responsible for any loss of business profits experienced by the Vending Service Provider as a result of damages to the vending machines.

DISCRIMINATION:

The Vending Service Provider agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or handicap that

COMPANY NAME: _____ Specialized Vending Services, INC _____

is unrelated to the individual's ability to perform the duties of a particular job or position. It is understood by the Vending Service Provider that a breach of this covenant shall be regarded as a material breach of contract.

INFORMATION:

For additional general information or questions concerning this project please contact **Andrew R. Chambliss, Buyer**, at (248) 619-7609 between the hours of 8:00 a.m. and 4:30 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

Dennis Trantham, Facilities and Grounds Operations Manager at (248) 524-3503 (dennis.trantham@troymi.gov) is the designated City Representative for this project.

CONTACT INFORMATION:

Office Hours 586-596-5171
Hours of operation: 6 am to 5:30 pm 24 Hour Phone No. _____
Contact Person: Kenneth Jarema Phone No. 586-596-5171

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/service is performed to the satisfaction of the authorized City representative.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

DELIVERY:

Materials are not to be delivered to the site(s) until install and work is to commence. Secure storage space will not be available for long-term storage. All materials are to be delivered, freight paid to the site location(s) in the City of Troy in accordance with the attached specifications.

SELECTION COMMITTEE:

The City of Troy has organized a committee to review and assess the submitted proposals generated from this RFP and to make a recommendation to the Troy City Council effectively recommending a Vending Services Company that is most qualified by the committee at a City Council Meeting to be determined.

PROPOSAL EVALUATION:

Proposals will be evaluated by the City of Troy selection Committee with emphasis on quality of service and price aspects; which shall include the following:

- Company background (references, history, mission)
- Response time for machine repair/replacement and product shortages
- Availability of company or divisional representatives

COMPANY NAME: _____ Specialized Vending Services, INC _____

Company size, credit rating, financial records and stability
Schedule for stocking machines, turnover of product and machine maintenance/cleaning
Revenue percentage shared with City, schedule of payments and reporting Range
of products offered, and equipment provided

AWARD:

The City, at their discretion, will invite at least the top three (3) rated Firms to participate in an interview. If less than three (3) candidates remain in the process, all will be interviewed. Each committee member will independently use a weighted score sheet to evaluate the interview. Those being interviewed may be supplied with further instructions and requests prior to the interview. Persons representing the Vending Services Company at the interview must be the personnel who will be assigned to the City of Troy account.

The City of Troy reserves the right to award this bid to the most responsible total proposer meeting specifications and deemed as the best value for the City; to reject proposals which have major deviations from specifications; to accept a higher bid which has only minor deviations; or to award to multiple bidders; whatever is deemed to be in the City's best interest. The date for interviews will be determined at a later date.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, Familial Disclosure and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is received, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the bid specifications. A contract document will not be issued.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company; specifically, at Fire Stations, Government entities or similar applications. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: West Bloomfield Park and Recreation
ADDRESS: 4640 Walnut Lake Rd West Bloomfield TWP, MI 48323
PHONE: 248-451-1900 CONTACT: Joseph Ketchum
EMAIL: Jketchum@wbparks.org

COMPANY: Livonia Parks and Recreation
ADDRESS: 15100 Hubbard St. Livonia MI, 48150
PHONE: 734-466-2914 CONTACT: Tom Murphy
EMAIL: tmurphy@livonia.gov

COMPANY: Livingston County Municipalities
ADDRESS: 304 E. Grand River Howell MI
PHONE: 517-546-3669 CONTACT: Chris Folts
EMAIL: CFolts@livgov.com

COMPANY NAME: Specialized Vending Services, INC

IMPORTANT:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, additions, or deductions.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: _____
Specialized Vending Services, INC

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.

- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements **SHALL** be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: Specialized Vending Services, INC

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds***: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal/electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: _____
Specialized Vending Services, INC

CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

SVS, Specialized Vending agrees to defend, pay on
(Name of Contractor / Firm)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

SVS, Specialized Vending Services

Contract / Agreement

SVS, Specialized Vending, Kristin L. Scott, 11-1-22
Contractor/Firm representative signature/date

Tony Wineman

Witness

City of Troy representative signature/date

Witness

Bid Proposal
Vending Services
Page 9 of 9

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful proposer whose prices shall remain firm through equipment delivery, trade-in pick-up, and final acceptance as operational in accordance with specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Kristin L. Scott

NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 38-2674938

COMPANY: Specialized Vending Services, INC

ADDRESS: 11945 Globe Street CITY: Livonia STATE: MI ZIP: 4818

PHONE: (248) 734-391-9200 FAX NUMBER: () N/A

REPRESENTATIVE NAME: Kristin L. Scott
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Kristin L. Scott

PAYMENT TERMS: _____ WARRANTY: _____

CHECK INCLUDED: _____ E-MAIL: _____

COMPLETION: IN ACCORDANCE WITH SPECIFICATIONS.

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid proposal offer.

SVS will provide market equipment if sales velocity warrants it at designated areas and must be agreed upon both parties involved.

ACKNOWLEDGEMENT:

I, Kristin L. Scott, certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Kristin L. Scott

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant SDS at the time of bid submission.

NOTE:

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS: All prices are to be quoted in U. S. Currency



October 18, 2022

Addendum 1
RFP-COT 22-37
Vending Services
Page 1 of 1

To All Bidders:

Please be advised, the following document has been submitted for clarification for **RFP-COT 22-37 Vending Services**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Missing form submitted as follows:

COI_Endorsement_Sample LOW & MEDIUM HAZARD

Please be advised that the City of Troy Purchasing Department has authorized the following **COI_Endorsement_Sample_LOW & MEDIUM HAZARD** regarding Bid Proposal **RFP-COT 22-37 Vending Services**. The CHANGES will be considered an integral part of the original proposal documents and to be included with the bid submission.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **RFP-COT 22-37 Vending Services**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before **Thursday, NOVEMBER 3, 2022 at 10:00 AM EST** via MITN Purchasing Group Website.

COMPANY: SVS, Specialized Vending Services

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Kristin L Scott

SIGNATURE: *Kristin L. Scott*

ADDRESS: 11945 Globe Street
Livonia, MI 48150

DATE: 11-1-22



October 24, 2022

Addendum 2
RFP-COT 22-37
Vending Services
Page 1 of 3

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Monday, October 24, 2022 at 1:00 PM Eastern Time, the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for RFP-COT 22-37, Vending Services. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at the City of Troy City Hall.

Items from the bid documents to be aware of and should be REVIEWED:

- **Bid Opening date and time is Thursday, November 3, 2022, at 10:00 AM Eastern Time.**
- **Bid responses are not accepted via fax transmission. Electronic Bid Submissions only. Late proposal submittals will not be accepted or considered for award.**
- **Opening of Proposals:** At the specified time and date stated above, all submitted Proposals shall be opened. The names only of Firms submitting a proposal shall be publicly read aloud. All Proposal information received shall be held confidential until after final action by the City of Troy, except as required by law. Any interested parties may attend. No immediate decision shall be rendered.
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications and attend the MANDATORY Pre-bid Meeting that was scheduled for Monday, October 24, 2022 at 1:00 PM Eastern Time, at the City Hall as detailed. An opportunity to walk and inspect the project site was provided after the pre-bid meeting.
- **Contract Forms:** Bidders shall complete and sign all required contract forms as specified in the bid document and include with your Electronic Bid Proposal.
- *For ADDITIONAL INFORMATION* or specific questions concerning this project, please contact Andrew Chambliss, Buyer at Andrew.Chambliss@troymi.gov between 8:00am and 4:00pm, Monday through Friday. All questions or requests for clarification must be submitted in writing prior to Monday, October 31, 2022, end of business day.
- ***INSURANCE:*** If awarded – Insurance and Endorsements shall be submitted to the City's Purchasing Manager, and approved before work can begin.
- ***SPECIFICATIONS:*** As detailed.



Attendance at the Pre-Bid Meeting was **Mandatory**, everyone signed in. The following Companies were represented and in attendance:

Continental Services
SVS

Introduced By: Andrew R. Chambliss, Buyer
Dennis Trantham, Facilities & Grounds Operations Manager
Joe Lagarde, Facilities & Grounds Division Supervisor
Sam F Kalef, Communications Manager

Clarifications were discussed as follows:

- Andrew R Chambliss, Buyer, gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
- Dennis Trantham, Facilities & Grounds Operations Manager, gave a brief overview of the Facilities that are currently housing vending machines. Dennis stated he would be the overall manager of this contract. However, each individual area will have a point of contact.
- Sam Kalef, Communications Manager, introduced himself as a representative of the Troy Police Department. Sam stated that he would be a point of contact for the Police Department and the Fire and Police Training Center.
-

During the site visit, attendees were introduced to Phil Kwik, Assistant Director of Troy Public Library and Brian Goul, Recreation Director of the City of Troy.

The following questions were asked as project details and site overview were discussed:

QUESTION: A question was asked to clarify the number of machines vs employees in the Fire and Police Training Center.

ANSWER: There are 30 students that use the building on a daily basis. On the weekends there are classes with 20 to 40 students from the Fire Department. The first of the year an outside agency will be conducting a training. This typically continues throughout the Fall. There will be outside agencies providing services on the weekends. There are some downtimes around the Holidays.

QUESTION: Is there a preference to have a snack machine at the Police/Fire Training Center?

ANSWER: During the draft stage of the RFP it was stated that there was a request to receive a snack machine in the Police/Fire Training Center. In the Bid documents it states that the list may or may not reflect the current required needs of each location.

QUESTION: Does your current coffee machine in the City Hall sell K-Cups? Do people bring in their own K-Cups. Do you provide K-Cups?

ANSWER: The machine sells coffee, hot chocolate and lattes. It does not sell K-Cups. People do bring in their own K-Cups. The vending machines did offer K-Cups in the past. DPW does periodically provide K-Cups during specific times of year. Example: Snow Plow Season. During a heavy storm.



QUESTION: Would you be open to the idea of a micro-market concept in the Police Department Break Room.

ANSWER: The bid primarily asks for vending machines. However, any alternate proposals should be labeled as such. Supplemental information should be provided in additional sections.

QUESTION: How much foot traffic does the Library typically get?

ANSWER:	Library door count	
	July – Sept 2022	68,754
	July – Sept 2021	38,479
	July – Sept 2020	0
	July – Sept 2019	104,115

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 22-37, Vending Services**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 2 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **RFP-COT 22-37, Vending Services**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the electronic bid submission, on or before **Thursday, November 3, 2022 at 10:00 AM EDT**.

COMPANY: SVS, Specialized Vending Services

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Kristin L. Scott

SIGNATURE: *Kristin L. Scott*

ADDRESS: 11945 Globe Street
Livonia, MI 48150

DATE: 11-1-22



November 1, 2022

Addendum 3
RFP-COT 22-37
Vending Services
Page 1 of 3

To All Bidders:

Please be advised, the following document has been submitted for clarification for **RFP-COT 22-37 Vending Services**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

The following questions were asked as project details and site overview were discussed:

QUESTION: Can you please provide us with the last 5 years vending sales? Per location if possible.

ANSWER: We have the per location sales figures for 2021 and 2022. You will find that information attached.

Year	Total Sales
2022*	\$ 17,892.29
2021	\$ 30,381.00
2020	\$ 27,132.01
2019	\$ 74,772.87
2018	\$ 77,591.12
2017	\$ 73,744.63

*2022 through April 2022

QUESTION: What is the current commission provided from the incumbent? Does the commission vary from machine type? Ie. Soda, snack, fresh food, and or hot beverage vending.

ANSWER: The current contract states our commission is 21% - 26%. No variance per machine type.

QUESTION: On the Non- Collusion Affidavit page, are we supposed to get it notarized by someone on our end or someone from your team.

ANSWER: You would need to get the Non-Collusion Affidavit notarized on your end.



QUESTION: Is there any flexibility for a week extension for the RFP due date? If not, I completely understand.

ANSWER: We will be extending the bid deadline. The deadline for electronic bid submissions is now Thursday, November 10, 2022 at 10:00 AM EST.

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 22-37, Vending Services**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 3 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **RFP-COT 22-37, Vending Services**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the electronic bid submission, on or before Thursday, November 10, 2022 at 10:00 AM EST.

COMPANY: SVS, Specialized Vending Services
NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Kristin L. Scott
SIGNATURE: *Kristin L. Scott*
ADDRESS: 11945 Globe Street St. Livonia, MI 48150

DATE: 11-1-22

**CITY OF TROY
VENDING SERVICES**

SPECIFICATIONS

A. SCOPE OF WORK

The City of Troy seeks the services of a qualified, experienced and proven professional Vending Services Company to operate a quality Vending Service for the City of Troy at various City locations. All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

Currently the City of Troy is under contract with *Corporate Dining Concepts of Rochester Hills, MI*. The current contract expires December 31, 2022.

The City of Troy is located in Oakland County, Michigan and covers 34.3 square miles. For this Proposal there are seven (7) facilities.

B. CONTRACTOR QUALIFICATIONS

1. The Contractor shall be duly licensed by the appropriate authorities to perform this work.
EXHIBIT A
2. Insurance requirements shall be in accordance with the attached SAMPLE CERTIFICATE AND ENDORSEMENT. EXHIBIT B
3. The Contractor shall conform to all applicable Federal, State and Local laws.

C. GENERAL QUALIFICATIONS

1. The Vending Services Company shall be responsible for visiting the proposed sites in order to fully acquaint him or herself with existing conditions so that the Vending Services Company may fully understand any difficulties and restrictions attending the execution and installation of the machines of the work under the proposed contract. The failure or omission to receive and examine any documents, forms, instruments, addendum, or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a bid proposal shall be taken as prima facie evidence of compliance with this section.
2. The Vending Services Company guarantees the reimbursement, repair, replacement and/or restoration, to the satisfaction of the City, any property (City or private), destroyed or damaged by careless or accidental use of equipment or machinery in the performance of the contract. This shall include but not be limited to plant material, buildings, turf, asphalt, concrete, traffic signs, pedestrians, and automobiles.
3. The Contractor shall not sublet, assign or transfer the contract of any portion or any payment due to the contractor there under, without written consent of the City.
4. No work may be performed without a written Notice to Proceed or a Purchase Order issued by the Purchasing Department of the City of Troy.
5. Contractor shall respond to a work request within 24 Hours, seven days a week.

D. ITEMS TO BE PROVIDED:

All Bidders must submit a food and beverage menu with item pricing as part of their bid submittal. All menu items and pricing are subject to be altered and changed under the discretion of the City of Troy and in conjunction with the successful Vending Service Provider.

CITY OF TROY VENDING SERVICES

SPECIFICATIONS

E. COMPENSATION:

Provide a percentage of monthly net sales or percentage of per item sold to the City of Troy. All vending machines must have non-resettable cash accountability meters and commission reports must include dollar amounts and meter readings.

F. SERVICE:

As part of their proposal, contractors are to provide detailed information regarding the following services.

- A. Provide information on the actual vending equipment. Equipment shall be state of the art and interpreted as the latest model(s) available at the execution of the signed contract.
 - 1. Provide detail on money changing capabilities of all machines and/or description of the type of money changing machine provided with vending machines.
 - 2. Availability and specifications of vending machines that accept credit/debit cards and digital wallet/mobile payment services- ex: Apple Pay, Google Pay, PayPal etc.
 - 3. Energy efficiency of proposed vending machines/equipment.
 - 4. Provide commercial grade Keurig Machines at designated locations.
 - 5. Provide commercial grade microwaves at all locations.
- B. Provide a proposed list of snacks and beverage vending machines at specified locations including the variety and brand names of items to be sold.
- C. Provide a proposed list of pricing options and or fee structure for the machine.
- D. In addition to the commission check, the awarded vendor should be prepared to provide a sales/financial statement that reflects the total sale or per machine. Provide examples of that documentation.
- D. Provide a proposal for stocking the machines. A minimum of two (2) visits weekly will be required to keep machines stocked; it is recommended that the machines be filled daily (7 days per week) due to high volume. The schedule of visits may vary in order to keep machines stocked at all times. Winter months and special events weekends may require 2 stockings on Saturday.
- E. Supply information on how vandalism issues will be handled.
- F. Provide a maintenance or service schedule of machines, including a preventive maintenance schedule and the time required to respond to service calls. Response time after power outages.
- G. Describe program for removal of empty beverage containers (specifically anything with a deposit).
- H. Provide photographic examples of other vending contracts.
- I. Provide suggestions for configuration of machines and/or contents of machines.
- J. Provide information on how refunds will be handled for customers.
- K. Provide a 24-hour phone number for service.
- L. Provide a plan for working with the existing vending company in swapping out machines.
- M. Provide a list of key contacts within the organization for customer service, questions and concerns.

CITY OF TROY
VENDING SERVICES

SPECIFICATIONS

The following list is comprised of vending machines and equipment that are currently in use at each location. The list may or may not reflect the current required needs of location. This will need to be determined post bid by the awarded vendor and department contacts.

- **CITY HALL –**

500 W. Big Beaver, Troy, MI
Vending location: Employee Lounge – Main Floor Location contact:
Andrew R. Chambliss, 248-619-7609
1 Pop Machine
1 Snack Machine
1 Keurig Machine
2 Microwaves
100 Employees

- **TROY COMMUNITY CENTER – 3179 Livernois, Troy, MI Vending locations: Behind the front desk**

Lobby and various other locations Location contact: Brian Goul, 248-524-3491
2 Pop Machines
2 Snack Machines
1 Hot Beverage Machine
100 Employees in addition to the public using the Community Center.

- **TROY PUBLIC LIBRARY – 510 West Big Beaver, Troy, MI**

Vending location: Café
Location contact: Carolyn Easter, 248-524-3551 2 Pop Machines
1 Hot Beverage Machine
1 Snack Machine
2 Microwaves
70 Employees in addition to the public using the Library.

- **CITY HALL – TROY POLICE DEPARTMENT – 500 W. Big Beaver, Troy, MI**

Vending location:
Employee Lounge – second floor
Location contact: Sam Kalef, 248-619-7681
(1) Pop Machine
(1) Snack Machine
180 Employees

1 Keurig- Plumbed in

- **DEPARTMENT OF PUBLIC WORKS – 4693 Rochester Road, Troy, MI**

Vending location: Employee Multi-Purpose Room
Location contact: Dennis Trantham, 248-524-3503
1 Pop Machine
1 Snack Machine
1 Keurig Machine-**Self Own**
2 Microwaves-**Self Own**
100 Employees

CITY OF TROY VENDING SERVICES

SPECIFICATIONS

- **TROY TRANSIT CENTER** – 1201 Doyle Drive, Troy, MI
Vending Location: Transit Center Lobby
Location contact: Dennis Trantham, 248-524-3503
1 Pop Machine
1 Snack Machine
0 Employees
Machines are used by Amtrak passengers

The following location is not available for a site visit. The site maintains only one standard beverage machine.

- **POLICE / FIRE TRAINING CENTER** – 4850 John R Road, Troy, MI
Vending location: Employee Lounge
Location contact: Sam Kalef, 248-619-7681
1 Pop Machine
Up to 30 Employees use the building for classes on a daily basis. Up to 200 employees use the building on the week-ends. Due to the number of employees and high usage, more vending services/options may be required.
SVS is open to provide a snack machine as well as long as space dictates



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Kristin L. Scott, bearing the office title of Corporate Marketing Sales Manager, CMSM, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

<u>Anthony Wineman, President</u>	<u>Sam Kashat, Operations Manager</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

Kristin L. Scott, CMSM



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT
SEE EXHIBIT C

TO WHOM IT MAY CONCERN:

_____, being duly sworn deposed, says that he
(Print Full Name)

is _____. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____
day of _____, 20____ in
and for _____ County.

My commission expires:



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- 2. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Specialized Vending Services, INC

Name of Agency/Company/Firm *(Please Print)*

Kristin L Scott, Corporate Marketing Sales Manager,

Name and title of authorized representative *(Please Print)*

Kristin L. Scott

Signature of authorized representative

Date

I am unable to certify to the above statements. Attached is my explanation.



Proposer's Sworn and Notarized Familial Disclosure

(to be provided by the Proposer)

SEE EXHIBIT D

The undersigned, the owner or authorized officer of Specialized Vending Services, INC (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Specialized Vending Services, _____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

Specialized Vending Services.

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2022, by



VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Specialized Vending Services, INC
Street Address	11945 Globe Street
City	Livonia
State, Zip	Michigan, 48150
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2674938

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: Kristin L. Scott

Printed Name of Vendor's Authorized Agent: Kristin L. Scott

Witness Signature: Anthony Winman, President

Printed Name of Witness: Anthony Winman, President



STATEMENT OF NO BID CITY OF TROY

BID NUMBER: RFP-COT 22-37
TITLE: VENDING SERVICES

Please Send or Fax To: City of Troy
 Purchasing Department 500 W. Big
 Beaver Rd.
 Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

REMARKS: _____

COMPANY INFORMATION:

COMPANY NAME: _____
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
 TITLE: _____
 COMPANY: _____
 ADDRESS: _____
 FAX NUMBER: _____ TELEPHONE NUMBER: _____


IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.bidnetdirect.com//city-of-troy-mi.

SCOPE OF WORK
CONTRACTOR QUALIFICATIONS
EXHIBIT A

State of Michigan Licensing

Michigan Department of Treasury
164 (Rev 4-19), page 1

 Sales Tax License	Business Tax Section Michigan Department of Treasury P.O. Box 30427 Lansing, MI 48909 www.michigan.gov/taxes
---	---

SPECIALIZED VENDING SERVICES INC
11945 GLOBE ST
LIVONIA, MI 48150

Notice Date:	November 20, 2021
Account Number:	38-2674938
Letter ID:	10034580324
Contact Us:	517-636-6925


Below is your Sales Tax License. The licensee is required to ensure the sales tax license is displayed or readily available on premises. Treasury will no longer be mailing multiple licenses for businesses with more than one location. To obtain another Sales Tax License and 24/7 access to your business information please visit mto.treasury.michigan.gov.

The account number on the sales tax license is your business Federal Employer Identification Number (FEIN). If you do not have an FEIN, Treasury has assigned you a 9-character account number beginning with "TR".

You must notify the Michigan Department of Treasury of any changes to your business ownership, address or FEIN. To update any existing business information please visit Michigan Treasury Online (MTO) at mto.treasury.michigan.gov.

Note: The expiration date for the sales tax license coincides with the calendar year it is issued for.

CUT ALONG THIS LINE

164 (Rev. 4-19)	STATE OF MICHIGAN	Sales Tax License	DEPARTMENT OF TREASURY
	SPECIALIZED VENDING SERVICES INC 11945 GLOBE ST LIVONIA, MI 48150		Account Number: 38-2674938 Expiration Date: December 31, 2022
	Issued under authority of P.A. 167 of 1933, as amended.		

For Office Use Only
BP Number: 14147



SPECIFICATIONS

SERVICE F. A

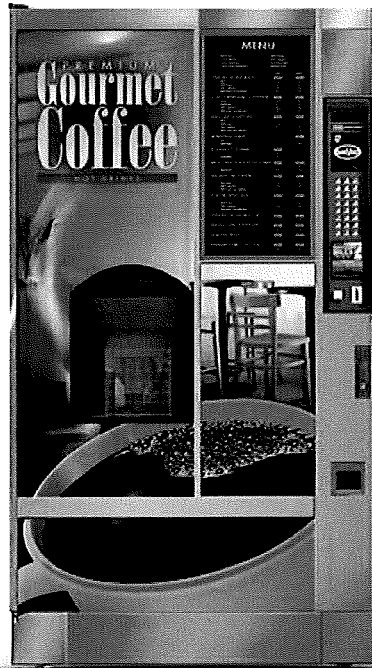
EXHIBIT G _ COFFEE VENDING

Hot Drink Center II Set-Up Manual

SPECIFICATIONS

SPECIFICATIONS COMMON TO ALL MACHINES

DIMENSIONS	72" (183 cm) high 38.12" (97 cm) wide 28.5" (72 cm) deep
WEIGHT	570 lbs (258.5 kg)
WATER REQUIREMENTS	Minimum: 20 psi (137.8 kPa) Maximum: 80 psi (551.2 kPa)
AMBIENT TEMPERATURE	Minimum: 41° F (5° C) Maximum: 90° F (32° C)
OPERATING ENVIRONMENT	For indoor use only
CUP CAPACITIES (APPROXIMATE)	12 oz cups = 600 14 oz cups = 530 16 oz cups = 380 20 oz cups = 358
CANISTER CAPACITIES (APPROXIMATE)	Regular coffee beans - 14 lbs Ground coffee - 13 lbs Freeze dry coffee - 2 lbs Decaf coffee beans - 9.5 lbs Ground decaf coffee - 9 lbs Freeze dry decaf - 2 lbs Chocolate - 10 lbs Soup - 6.7 lbs Sugar - 11 lbs Lightener - 4.5 lbs Sugar substitute - 4 lbs Tea (freeze dry) - 1.5 lbs 6th and 7th products (freeze dry) - 6 lbs each
FILTER PAPER CAPACITY	2400 vends per roll
PRODUCT OPTIONS	
MODEL 673 FRESH BREW	Up to eleven selections of fresh brew regular and decaf coffee, freeze dried regular and decaf coffee, fresh brew and freeze dried tea, soup, chocolate, cappuccino, espresso, coffee latte, and two blended drinks.



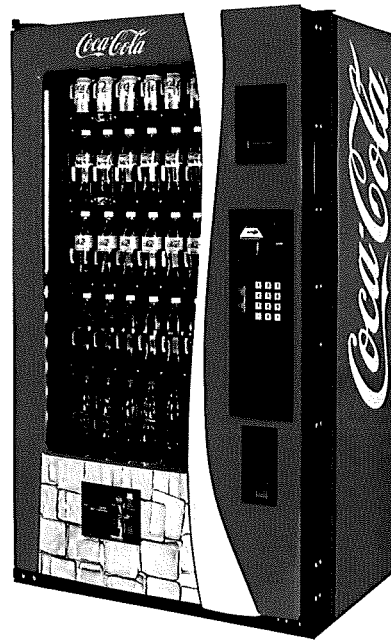
SPECIFICATIONS

SERVICE F.

EXHIBIT H_ GF VENDING

**Royal Vendors
Royal Vision Vendor 500 Plus**

ADA Compliant!



SPECIFICATIONS

SERVICE F.

EXHIBIT I_ GF VENDING



MODEL		V21 721	V21 821	V21 621
SELECTIONS		12	12	6
DIMENSIONS (HEIGHT X WIDTH X DEPTH)				
HIGH VISIBILITY DOOR		72" x 39 1/2" x 34 3/4"	79" x 39 1/2" x 34 3/4"	72" x 32 1/2" x 34 3/4"
SINGLE COLUMNS		10	10	8
CAPACITY PER COLUMN	12 oz. CAN***	68	80	68
	16 oz. GLASS	28	34	28
	20 oz. **	30	36	30
SHIPPING WEIGHT		685 lbs	750 lbs	611 lbs
OPERATION VOTAGE		115V 60Hz.	115V 60Hz.	115V 60Hz.
AMP. RATING		10	10	10
REFRIGERATION VOLTAGE		115V 60Hz.	115V 60Hz.	115V 60Hz.

SPECIFICATIONS

SERVICE F.

EXHIBIT J_ SNACK VENDING



SnackCenter 1



SPECIFICATIONS:

Height: 72 in.

Depth: 37.63 in.

Width: 38.13 in.

Shipping Weight: 625 lbs. Electrical: 115V, 60Hz, 3A Listings: cULus, CE, FCC, NAMA.

GUARANTEED DELIVERY

There are approximately 1 million snack machines installed on locations that take money from consumers without providing a product because they do not have SureVend™. Is your location one of them?

SureVend™ guarantees delivery of consumer's products or they get their money back — it's that simple.

SELECTIVITY

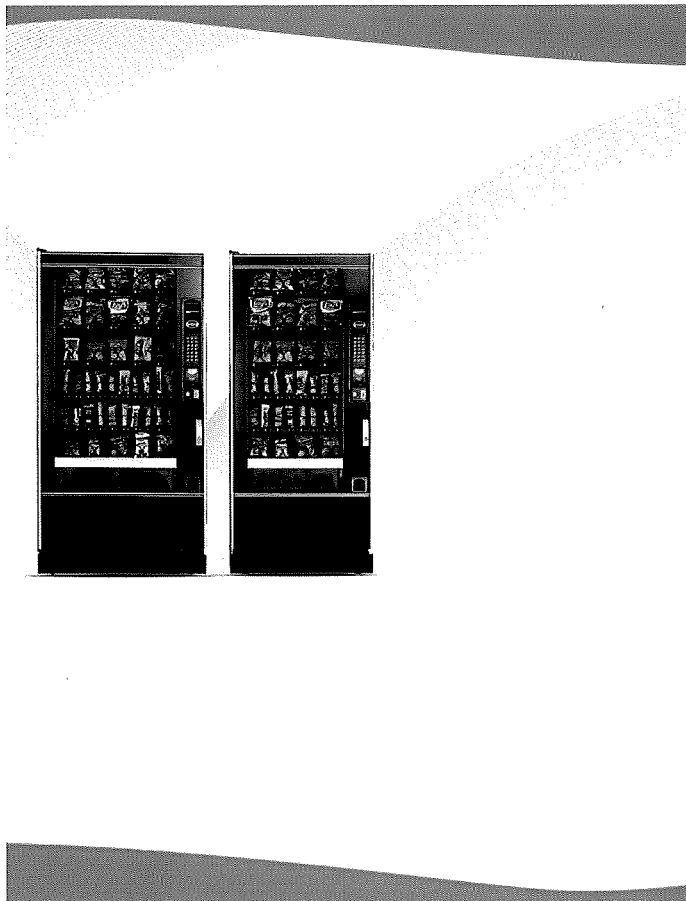
SnackCenters deliver the variety of snacks, candy and pastries your employees will appreciate. Shelf configurations are completely flexible, allowing you to adjust the product mix to the unique preferences of consumers at your location.

MORALE & PRODUCTIVITY

Put a spring in the step of consumers at your location with features like "Winner Mode". SnackCenters are programmable to randomly vend a product FREE on occasion.

DEPENDABILITY

With an 80 year legacy, the National Vendors brand is renowned for superior durability and reliable operation.



SPECIFICATIONS

SERVICE F.

EXHIBIT K_ FOOD VENDING



Specifications

Dimensions

Weight 980

Capacity 225 based on shelf configuration Selections 54 - 216

Shelves 9

Columns Rotating Turret Technical

Electrical 110 V 60 Hz 12 Amp Communication MDB DEX Refrigeration R134a
Coin Mechanism Included

Bill Acceptor Included Options

Health Sensor Included Customized Product Set-Up TBD

SPECIFICATIONS

SERVICE F. A1-5

1. Provide detail on money changing capabilities of all machines and/or description of the type of money changing machine provided with vending machines.

SVS will provide dollar bill accepters, and changers if locations dictate by sales velocity

2. Availability and specifications of vending machines that accept credit/debit cards and digital wallet/mobile payment services- ex: Apple Pay, Google Pay, PayPal etc.

All of our machines have credit card/debit readers/Contact less payment propriety software "Cantaloupe Seed" Telemetry, state of the art reporting for service communicating every sale, automatically communicates machine refills, supply merchandising, sends service issues, all in real time. SureVend Technology- full cycle rotation for product delivery. With these technologies, we are able to track stocking trends and can service City of Troy based on product flow and sales velocity. This could range from 1-3 times a week with factors involved. Collection is completed on every delivery and re-stocked. There will be dollar bill acceptors and sufficient changed for the City of Troy employees and guests. All pay options provided with Apple Pay, Google Pay, and Paypal.

3. Energy efficiency of proposed vending machines/equipment.

- ***Recycling programs available for plastic, foam and cardboard (in select areas only).***
- ***Coffee selections include a wide range of fair trade, organic and Rainforest Alliance Certified coffees from around the world.***
- ***Energy-efficient LED lighting, motion sensors and VendingMiser in vending machines.***

SVS strives for being creative in finding ways to be more aware of the environment. We will continue to pursue these types of initiatives in making sure we are providing safe awareness to better technology that will be green friendly.

4. Provide commercial grade Keurig Machines at designated locations.

Per our site survey, The City of Troy has provided Keurig machines that are already purchased. SVS has a great relationship with our Keurig supplier and will be happy to provide in the future if the City of Troy decides to go that direction.

5. Provide commercial grade microwaves at all locations.

SVS will provide Commercial microwaves and toasters (where fresh food is applicable). Both are stainless steel. Based on the site survey there are 4-6 need and SVS will purchase.

SPECIFICATIONS

SERVICE F.B

B.

Provide a proposed list of snacks and beverage vending machines at specified locations including the variety and brand names of items to be sold.



Beverage List

20oz Soda

Coke
Diet Coke
Coke Zero
Cherry Coke
Cherry Coke Zero
Sprite
Fanta Orange
Pepsi
Diet Pepsi
Cherry Pepsi
Mt. Dew
Diet Mt. Dew
Throwback Mountain Dew
Mt. Dew Code Red
Mt. Dew Voltage
Mt. Dew Livewire
Mug Root Beer
7 Up
Vernors
Diet Vernors
Squirt
Dr. Pepper
Diet Dr. Pepper
Orange Crush
Grape Crush
Faygo Rock & Rye
Faygo Red Pop
Faygo Orange

Water

Smart Water 20oz*
Life Water Ph Balance 20oz*
Aquafina Water
Dasani Water

Energy Drinks

Monster Energy Green Monster
Energy Blue Low-Carb Monster
White Zero Ultra Monster
Energy Ultra Violet Monster
Energy Zero Sugar Monster
Sunrise
Monster Ultra Paradise Monster
Triple Shot *
Monster Energy Espresso * NOS
Energy Drink
Kick Start Original
Kick Start Black Cherry
Red Bull 8oz*
Red Bull 12oz*
Bang Berry Bangster
Bang Lemon Drop
Bang Rainbow Unicorn
Bang Blue Razz
Bang Peach Mango
Reign Mango-Matic
Reign Strawberry Sublime

Sports Drinks

Body Armor Orange Mango*
Body Armor Strawberry
Banana* Vitamin Water XXX
Vitamin Water Energy
Vitamin Water Orange Essential
Gatorade Fruit Punch
Gatorade Lemon Lime Gatorade
Glacier Freeze Gatorade Grape
Gatorade Orange
PowerAde Mt. Berry Blast
PowerAde Fruit Punch

Non Carb

Hawaiian Punch
Minute Maid Lemonade
Minute Maid Pink Lemonade
Arnold Palmer Half&Half (can)*

Juice

Minute Maid Orange Juice 12oz*
Minute Maid Apple Juice 12oz*
Ocean Spray Cran-Grape 15.2oz*
Tropicana Orange Juice 15.2oz*
Tropicana Apple Juice 15.2oz*

Tea

Brisk Iced Tea With Lemon
Gold Peak Tea Unsweetened*
Gold Peak Sweet Tea*
Gold Peak Green Tea*
Snapple Peach Mango*
Snapple Kiwi Strawberry*

Iced Coffee

Dunkin Donuts Original *
Dunkin Donuts French Vanilla*

* GLASS FRONT ONLY



Snack List

Chips

Doritos Nacho Cheese
Fritos Corn Chips
Lays Chips Regular
Cheetos Crunchy
Ruffles Cheddar&Sour Cream
Pretzels Tiny Twist
Chips Potato BBQ
Dorito Spicy Sweet Chili
Fritos Chl&Chs Chips Corn
TGIF Skins Chddr & Bacon
Rays HOT Chips
Ruffles Baked Ched & Sour Cm
Tortilla Salsitas Round
Lays Wavy Hickory BBQ
Cheetos Flamin Hot LSS
Chips Veggie Straws Lt Salted
Bugles Nacho Cheese
Herr's Ranch Habenero

Crackers

Cheez-It Big Bag
Ritz Toasted Chips Sour Crm &
Onion
Ritz Bits Cheese
Cheez-It White Cheddar
Combos Pepperoni
Gardettos Original
Goldfish Crackers Chddr Chs
Combos Pepperoni

Cookies

Cookie Soft Batch Choc Chip
Knott's Farms Strawberry
Cracker Animal Zoo
Caramel Sea Salt Chocolate chip
cookies
Rice Krispies Treats Orig.
Grandmas mini crème
Fruit Snack Strawberry
Famous Amos

Chocolate

Snickers Singles
M&M Peanut
Payday Bar White Box
Milky Way Bar
Twix Caramel Cookie Bar
Reese's PButter CUP White Box
Kit Kat Extra Crispy White Box
Hershey Almond White Box
3 Musketeers Singles
M&M Peanut Butter
M&M Plain

Candy

Swedish Fish Red
Starburst MINI Fruit Chews
Sour Patch Kids
Gummi Sour Worm
Gummi Original Factory
Extra Sugar-free gum

Protein, Nuts& Grains

Butterball Turkey Sticks
Bar Granola Oat & Honey
Bar Granola Peanut Butter
Clif Bars
Nut n Yogurt Trail Mix
Snack Mix Sweet N Salty

Pastry Items

Pop-Tart Frosted Strawberry
Pop-Tart Frosted Cinnamon
Cookie Oatmeal Double Decker
Cookie Sandwich Crèmes Duplex
Cookie Oreo Mini Bite Size
Nutter Butter
Milano Cookies

Fresh Pastry

Danishes
Donuts
Cupcakes
Cinnamon Rolls

Gum & Mint

Juicy Fruit Gum
Spearmint Gum
Wintergreen Mints
Peppermint Mints

subject to be altered and changed under the discretion of the City of Troy and in conjunction with the successful Vending Service Provider

SPECIFICATIONS

SERVICE F.C-1

C.

Provide a proposed list of pricing options and or fee structure for the machine.

· Standard Candy	\$1.50
· Chips LSS	\$1.25-\$1.50
· Pastry	\$1.50-\$1.75
· 14-16 oz Hot Beverage	\$1.25-\$1.50
· 20 Oz Soda	\$2.00
· Gatorade	\$2.00
· Water	\$1.50
· Juice	\$2.00
· Lemonade	\$1.75-\$2.00
· Vitamin Water	\$2.00
· Energy Drinks	\$3.00
· Sandwiches Wedge	\$4.95
· Misc Salads	\$5.00-6.50
· Wraps	\$5.00-6.50
· Entrees	\$5.00-7.00
· Whole Fruit	\$1.00-\$1.50
· Mediterranean	\$7.00-8.00

There is a \$.10 cents deposit for soda beverages and credit card fee transactions. The Credit card fee is about 3.5%

SPECIFICATIONS

SERVICE F.D

PRICING

YEAR 1 Percentage of Monthly Net Sales:	25	%
YEAR 2 Percentage of Monthly Net Sales:	25	%
YEAR 3 Percentage of Monthly Net Sales:	25	%
Optional YEAR 4 Percentage of Monthly Net Sales:	25	%

** COMMISSIONS WILL BE BASED ON TIERED SALES VELOCITY**

IF SALES REACH \$50K+ -25% APPLY
IF SALES REACH \$30K-49K-24% APPLY
IF SALES REACH \$20-29K-22% APPY

D.

In addition to the commission check, the awarded vendor should be prepared to provide a sales/financial statement that reflects the total sale or per machine. Provide examples of that documentation. All vending machines will have non-resettable cash accountability meters and commission reports must include dollar amounts and meter readings

All of our machines have credit card/debit readers/Contact less payment propriety software "Cantaloupe Seed" Telemetry, state of the art reporting for service communicating every sale, automatically communicates machine refills, supply merchandising, sends service issues, all in real time. Sample of a commission financial statement can be provided at the interview process. We would appreciate the time allotted to explain how this statement has best served our clients. These statements provide real time data but we must keep all confidential for the sake of our current clients. The City of Troy will be able to see and ask any questions that SVS will be happy to explain to full satisfaction

D. Part 2

Provide a proposal for stocking the machines. A minimum of two (2) visits weekly will be required to keep machines stocked; it is recommended that the machines be filled daily (7 days per week) due to high volume. The schedule of visits may vary in order to keep machines stocked at all times. Winter months and special events weekends may require 2 stockings on Saturday.

All of our machines have credit card/debit readers/Contact less payment propriety software "Cantaloupe Seed" Telemetry, state of the art reporting for service communicating every sale, automatically communicates machine refills, supply merchandising, sends service issues, all in real time. SureVend Technology- full cycle rotation for product delivery. With these technologies, we are able to track stocking trends and can service the City of Troy based on product flow and sales velocity. This could range from 1-3 times a week with factors involved. Collection is completed on every delivery and re-stocked. SVS will be able to communicate with how the rotation will work with velocity trends.

SPECIFICATIONS

SERVICE F.E

E.

Supply information on how vandalism issues will be handled.

The route driver and project manager will be notified and all service issues will be responded to in 3-6 hours. Phone number provided for point of contact and also located on all vehicles, will be provided. Phone number is 24/7 contact. If live person does not answer immediately, voicemail messages will be attended to ASAP. **Machine malfunction, theft detection bill and coin jams power failures and any other service interruptions that may occur. Maintenance schedule: Hot Beverage Weekly Empty Bucket, clip and cup cleaning All machines cleaned on regular visits with glass cleaner and wiped down on standard delivery schedule. With Covid- SVS can provide standard regulations. SVS will partner with the City of Troy in creating a plan if there are theft or vandalism issues. Communication will be the key for the success of any partnership.

F.

Provide a maintenance or service schedule of machines, including a preventive maintenance schedule and the time required to respond to service calls. Response time after power outages.

The route driver and project manager will be notified and all service issues will be responded to in 3-6 hours. Phone number provided for point of contact and also located on all vehicles, will be provided. Phone number is 24/7 contact. If live person does not answer immediately, voicemail messages will be attended to ASAP. Maintenance schedule: Hot Beverage Weekly Empty Bucket, clip and cup cleaning All machines cleaned on regular visits with glass cleaner and wiped down on standard delivery schedule. With Covid- SVS can provide standard regulations. Kenneth Jarema @586-596-5171 will be the direct for 24hr contact.

G.

Describe program for removal of empty beverage containers (specifically anything with a deposit).

The removal of the containers will be based on regulations of each city's codes. SVS can coordinate with the route driver to collect at point of fill stops.

H.

Provide photographic examples of other vending contracts.

Specialized Vending Customer Agreement and Equipment Loan Record

Specialized Vending Services, Inc.,
11945 Globe Street, Livonia Michigan 48150 248-224-0876

Company _____

Full Address _____

Phone _____ Contact _____

Title _____ Email _____

1) All equipment remains the property of Specialized Vending Services Inc., (Vendor) and will be kept in good working order. Customer agrees to take all necessary precautions to protect the machines from damage. Vendor may exchange equipment for maintenance or other purposes based on customer needs. Customer agrees to notify Vendor promptly of any malfunctions of Vendors machines.

2) If Customer has been acquired or moves, opens new branches within the area serviced by vendor, Vendor will continue to provide service to customer provided there is sufficient staff to warrant equipment provided by vendor.

3) Customer grants the exclusive right and privilege to install and operate its office coffee, market, vending, and water services and agrees that all food and beverage products shall be purchased from Vendor. Customer shall furnish the space, water and electricity for operation of its machine(s)

4) The Pricing shall continue in force unless there is a change in the wholesale cost of the merchandise or until the imposition of any local or Federal tax changes the cost. It is agreed that any price increase will not exceed the wholesale cost increase.

Vendor:
Specialized Vending Services Inc.
Sam Kashat, Operations Manager

Date: _____

5) Customer gives Vendor the privilege of selling merchandise from its machines at the location stated in this agreement for a period of **36 months** and shall automatically renew itself for twelve months unless either party gives written notice by certified mail at least 30 days prior to the expirations of the term or any renewals.

6) If the vendor fails to provide service or merchandise of suitable quality, Customer may cancel this agreement. Customer must provide by certified mail the details of the problems they are having and must give Vendor 30 days to correct the complaints with regard to the service or merchandise.

7)The Vendor and the Customer agree that the Vendor may assign its rights and obligations under agreement at any time to a third party.

8) The Customer has the right to enter the Agreement.

9) Customer shall provide reasonable access to the equipment at any and all reasonable times.

10) The Vendor retains the right to remove and upgrade the equipment and agrees to notify the Customer.

Customer:
Authorized Signature _____ Printed _____

SVS Representative _____

I.

Provide suggestions for configuration of machines and/or contents of machines.

SVS will create a planogram that will be standardized and tailored to each location. What sells at one location may vary depend on end user's tastes and profiles. With our vast selections below, we have the ability to be very flexible. We empower our route driver to also take suggestions from our clients to see if we can carry new products.



Beverage List

Snack List

20oz Soda

- Coke
- Diet Coke
- Coke Zero
- Cherry Coke
- Cherry Coke Zero
- Sprite
- Fanta Orange
- Pepsi
- Diet Pepsi
- Cherry Pepsi
- Mt. Dew
- Diet Mt. Dew
- Throwback Mountain Dew
- Mt. Dew Code Red
- Mt. Dew Voltage
- Mt. Dew Lkewire
- Mug Root Beer
- 7 Up
- Vernors
- Diet Vernors
- Squirt
- Dr. Pepper
- Diet Dr. Pepper
- Orange Crush
- Grape Crush
- Faygo Rock & Rye
- Faygo Red Pop
- Faygo Orange

Water

- Smart Water 20oz*
- Life Water Ph Balance 20oz*
- Aquafina Water
- Dasani Water

Energy Drinks

- Monster Energy Green Monster
- Energy Blue Low-Carb Monster
- White Zero Ultra Monster
- Energy Ultra Violet Monster
- Energy Zero Sugar Monster
- Sunrise
- Monster Ultra Paradise Monster
- Triple Shot *
- Monster Energy Espresso * NOS
- Energy Drink
- Kick Start Original
- Kick Start Black Cherry
- Red Bull 8oz*
- Red Bull 12oz*
- Bang Berry Bangster
- Bang Lemon Drop
- Bang Rainbow Unicorn
- Bang Blue Razz
- Bang Peach Mango
- Reign Mango-Matic
- Reign Strawberry Sublime

Sports Drinks

- Body Armor Orange Mango*
- Body Armor Strawberry
- Banana* Vitamin Water XXX
- Vitamin Water Energy
- Vitamin Water Orange Essential
- Vitamin Water Zero- Lemonade
- Gatorade Fruit Punch
- Gatorade Lemon Lime Gatorade
- Glacier Freeze Gatorade Grape
- Gatorade Orange
- PowerAde Mt. Berry Blast
- PowerAde Fruit Punch

Non Carb

- Hawaiian Punch
- Minute Maid Lemonade
- Minute Maid Pink Lemonade
- Arnold Palmer Half&Half (can)*

Juice

- Minute Maid Orange Juice 12oz*
- Minute Maid Apple Juice 12oz*
- Ocean Spray Cran-Grape 15.2oz*
- Tropicana Orange Juice 15.2oz*
- Tropicana Apple Juice 15.2oz*

Tea

- Brisk Iced Tea With Lemon
- Gold Peak Tea Unsweetened*
- Gold Peak Sweet Tea*
- Gold Peak Green Tea*
- Snapple Peach Mango*
- Snapple Kiwi Strawberry*

Iced Coffee

- Dunkin Donuts Original *
- Dunkin Donuts French Vanilla*

* GLASS FRONT ONLY

Chips

- Doritos Nacho Cheese
- Fritos Corn Chips
- Lays Chips Regular
- Cheetos Crunchy
- Ruffles Cheddar&Sour Cream
- Pretzels Tiny Twist
- Chips Potato BBQ
- Dorito Spicy Sweet Chili
- Fritos Chl&Chs Chips Corn
- TGIF Skins Chddr & Bacon
- Rays HOT Chips
- Ruffles Baked Ched & Sour Cm
- Tortilla Salsitas Round
- Lays Wavy Hickory BBQ
- Cheetos Flamin Hot LSS
- Chips Veggie Straws Lt Salted
- Bugles Nacho Cheese
- Herr's Ranch Habenero

Crackers

- Cheez-It Blg Bag
- Ritz Toasted Chips Sour Crm & Onion
- Ritz Bits Cheese
- Cheez-It White Cheddar
- Combos Pepperoni
- Gardetto's Original
- Goldfish Crackers Chddr Chs
- Combos Pepperoni

Cookies

- Cookie Soft Batch Choc Chip
- Knott's Farms Strawberry
- Cracker Animal Zoo
- Caramel Sea Salt Chocolate chip cookies
- Rice Krispies Treats Orig.
- Grandmas mini crème
- Fruit Snack Strawberry
- Famous Amos

Chocolate

- Snickers Singles
- M&M Peanut
- Payday Bar White Box
- Milky Way Bar
- Twix Caramel Cookie Bar
- Reese's PButter CUP White Box
- Kit Kat Extra Crispy White Box
- Hershey Almond White Box
- 3 Musketeers Singles
- M&M Peanut Butter
- M&M Plain

Candy

- Swedish Fish Red
- Starburst MINI Fruit Chews
- Sour Patch Kids
- Gummi Sour Worm
- Gummi Original Factory
- Extra Sugar-free gum

Protein, Nuts & Grains

- Butterball Turkey Sticks
- Bar Granola Oat & Honey
- Bar Granola Peanut Butter
- Clif Bars
- Nut n Yogurt Trail Mix
- Snack Mix Sweet N Salty

Pastry Items

- Pop-Tart Frosted Strawberry
- Pop-Tart Frosted Cinnamon
- Cookie Oatmeal Double Decker
- Cookie Sandwich Crèmes Duplex
- Cookie Oreo Mini Bite Size
- Nutter Butter
- Milano Cookies

Fresh Pastry

- Danishes
- Donuts
- Cupcakes
- Cinnamon Rolls

Gum & Mint

- Juicy Fruit Gum
- Spearmint Gum
- Wintergreen Mints
- Peppermint Mints

J.

Provide information on how refunds will be handled for customers.

Communication between point contact at the City of Troy and assigned SVS route driver will be established for restocking of the refund bank at each location.

K.

Provide a 24-hour phone number for service.

Kenneth Jarema @586-596-5171 will be the direct for 24hr contact.

L.

Provide a plan for working with the existing vending company in swapping out machines.

SVS has as good working relationship with incumbent. Once the City of Troy gives their notice, we will coordinate dates of removal and install so it will be a seamless transition. From the date of award, Specialized Vending will come in and do a physical survey from the Project Manager and Corporate Sales Rep, for final measurements and verify electrical and water needs(hot beverage). Equipment will be ordered and could take up to 3-4 weeks to receive and prepped. If in stock, the time frame is cut down to 2 weeks.

M.

Provide a list of key contacts within the organization for customer service, questions and concerns.

Anthony Wineman, President and Owner since 1983, will facilitate an active role with servicing the City of Troy. Sam Kashat, Operations Manager since 2000, will make sure all servicing and accounting will be maintained to the City Troy satisfaction. Matt Brinker will be the day to day contact directly to the City of Troy and will manage route drivers and service technicians. SVS completes background checks with all employees. Each driver and service technician will be uniformed for the assurance and security of all the City of Troy locations. Kristin Scott, Corporate Marketing Sales Manager, has 16yrs in Vending, Office Coffee, and Market C Store experience.

Anthony Wineman 248-224-0876 (number on all vehicles)

Sam Kashat 248-877-2980

Matt Brinker 734-660-0366

Kristin Scott 734-391-9200

Kenneth Jarema 586-596-5171

CITY OF TROY, MICHIGAN
NON- COLLUSION AFFIDAVIT
NOTORIZED

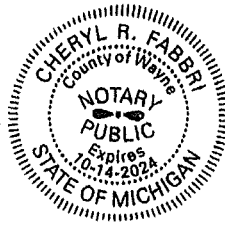
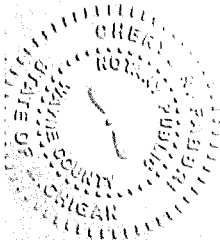
EXHIBIT C

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Kristin L. Scott, being duly sworn deposed, says that he
(Print Full Name)
is Corporate Marketing Solutions The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.



Kristin L. Scott
SIGNATURE OF PERSON SUBMITTING BID

Cheryl R. Fabbi
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 1
day of November, 2022 in and
for Wayne County.

My commission expires: 10-14-2024

CITY OF TROY, MICHIGAN
PROPOSER'S SWORN & NOTORIZED
FAMILIAL DISCLOSURE-NOTORIZED

EXHIBIT D



Proposer's Sworn and Notarized Familial Disclosure
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of Specialized Vending Services, INC (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Specialized Vending Services, INC and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

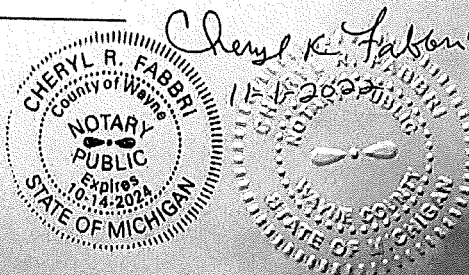
BIDDER:
Specialized Vending Services, INC

By: Kristin L Scott

Its: KLS

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

This instrument was acknowledged before me on the 1 day of November, 2022, by
Kristin L Scott





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Specialized Vending Services, Inc* (SVS) is a full-service vending company providing clients and municipalities similar to the City of Troy with unique vending services in Michigan and Ohio.
- Specialized Vending Services vending program will be custom tailored by location for the City.
- Specialized Vending Services will be designing vending services for the needs of employees and visitors at each location.

Financial

- Based upon the commission rate of 22% - 25% of monthly net sales, the *Specialized Vending Services, Inc* proposal is the most beneficial to the City of Troy.
- By continuing to make available vending machine services for employees, patrons, and visitors; the City will benefit from the quoted commission rate, while offering a variety of products at competitive prices.
- Commissions are deposited to the Employee's Fund which is designated for all-inclusive employee functions such as the annual Holiday Function.

Recommendation

City Management recommends awarding a three (3) year contract with an option to renew for one (1) additional year for Vending Services to *Specialized Vending Services, Inc.* of Livonia, MI, the highest rated proposer as a result of a best value process with a 22-25% commission of monthly net sales; contract to expire December 31, 2026.

VENDOR NAME: Continental Café LLC Specialized Vending Services, Inc.
 CITY: Troy, MI Livonia, MI

PROPOSAL: TO FURNISH THREE (3) YEAR REQUIREMENTS FOR VENDING SERVICES FOR THE CITY OF TROY WITH ONE (1) YEAR RENEWAL OPTION

Percentage of Monthly Net Sales		
DESCRIPTION	PRICING	PRICING**
YEAR 1 Percentage of Monthly Net Sales:	10.0%	25.0%
YEAR 2 Percentage of Monthly Net Sales:	10.0%	25.0%
YEAR 3 Percentage of Monthly Net Sales:	10.0%	25.0%
Optional: YEAR 4 Percentage of Monthly Net Sales:	10.0%	25.0%

** COMMISSIONS WILL BE BASED ON TIERED SALES VELOCITY**
 IF SALES REACH \$50K+ -25% APPLY
 IF SALES REACH \$30K-49K-24% APPLY
 IF SALES REACH \$20-29K-22% APPY

Percentage of Per Item Sold		
DESCRIPTION	PRICING	PRICING
YEAR 1 Percentage of Per Item Sold:	N/A	N/A
YEAR 2 Percentage of Per Item Sold:		
YEAR 3 Percentage of Per Item Sold:		
Optional: YEAR 4 Percentage of Per Item Sold:		

ATTENDED MANDATORY PREBID MEETING:	Y or N	Y	Y
REQUIRED CONTENT PROVIDED:	Y or N	Y	Y
CONTACT INFORMATION:	Hours of Operation:	8 AM - 5 PM	6 AM - 5:30 PM
	24 Hr. Phone Number:	866-939-9050	586-596-5171
	Contact Person:	Heather Crowley	Kenneth Jarema
	Phone Number:	586-256-3901	586-596-5171
REFERENCES:	Y or N	Y	Y
CAN MEET INSURANCE:	Y or N	Y	Y
INDEMNICATION CLAUSE PROVIDED:	Y or N	Y	N
PAYMENT TERMS:	Y or N	Net 30	Not specified
WARRANTY:		N/A	Not specified
EXCEPTIONS:		<ul style="list-style-type: none"> If the client terminates the agreement without cause, the Client is responsible to reimburse the provider for the unamortized portion of the Provider's investment, amortized over 5 years at 8% within 30 days of such notice, and any other legal or equitable remedy. Continental to stock products 6 days/week and stock-to-support on Sundays. Hot Beverage Machines to be removed. Continental recommends upgrading your coffee experience by using Keurig machines. K Cups to be sold in the vending machines for \$1.50 per K Cup Kurig machines to be located in City Hall and DPW. Coffee is also available for purchase directly from Continental. Per the site visit, 2 microwaves not needed at DPW. 	SVS will provide market equipment if sales velocity warrants it at designated areas and must be agreed upon both parties involved.
ACKNOWLEDGEMENT:	Y or N	Y	Y
3 SIGNED ADDENDUMS:	Y or N	Addendums 1 and 3 not provided	N
FORMS:	Y or N	Y	Y

Attest:
 (*Bid Opening conducted via a Zoom Meeting)
 Joe Lagarde
 Phillip Kwik
 Brian Goul
 Andrew Chambliss
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager

