# Re-Advertisement

**Request for Proposals # 274-PR-Vending-070119R**

**Title: Healthier Choice Snack Vending**

**Issue Date:** August 19, 2019

**Due Date:** September 11, 2019

**not later than** 5:00PM *Eastern - Standard*

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**Issuing Department: Parks, Recreation and Cultural Resources**

**Direct all inquiries concerning this RFP to:**

Kathryn Gebhardt

Fiscal Analyst

Email: kathryn.gebhardt@raleighnc.gov

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# 1 Introduction

The City of Raleigh (COR) is an urban community of 144.8 square miles with a population of 464, 758. With its developing neighborhoods, historic districts and green spaces, the City continues to attract new residents, visitors and businesses. As Raleigh continues to grow Parks, Recreation, and Cultural Resource Department (PRCR) will continue to work hard to serve the needs of its citizens through a variety of inclusive programming, health and wellness initiatives that promote healthy living, and improved quality of life.

## 1.1 Purpose

The City of Raleigh is committed to helping citizens reach optimal health by providing exceptional Parks, Recreation, and Cultural Resource (PRCR) programing and services. The City remains determined to continue the long-range process of implementing and supporting strategies that align with city-wide initiatives to eliminate barriers to healthy and active lifestyle choices as set forth in the strategic plan. Healthy citizens are at the foundation of any thriving community. The healthier choice vending Request for Proposal (RFP) aims to continue with the City's mission to enrich each community to be places where residents can stay active, healthy, and access high quality programs and services. Parks, Recreation and Cultural Resources intend to take this opportunity to provide citizens with healthier snack food vending choices at each designated community facility.

The City is requesting Request for Proposals (RFP) from interested, and qualified Contractor to secure a Contract for the supply, installation, stocking and maintenance of fifty percent (50%) healthier vending machine services in accordance with the terms, conditions, and specifications set forth in this RFP. The selected Contractor will install, stock, and maintain vending machine at 39 locations. The selected Contractor will furnish full service vending by providing the equipment, products and services required for a complete full-service vending operation. In consideration of allowing the awarded Contractor access to City of Raleigh facilities, the awarded Contractor must agree to provide vending services to the City with the only contractor costs paid to the City are a commission rate to be used for the department's financial assistance program.

Submitted proposals shall be for snack vending only; drink vending will not be considered.

A detailed scope of services is provided in Section 5 of this solicitation.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at: https://www.ips.state.nc.us/IPS/.

## 1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

## 1.3 Request for Proposal (RFP) Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (ET):

| RFP Process | Date | **Time** |
|---|---|---|
| RFP Advertisement Date | ***August 19, 2019*** | ***9:00AM*** |
| Deadline for Receipt of Vendor clarification written questions | ***August 28, 2019*** | ***9:00AM*** |
| City Response to Vendor clarification questions (anticipated) | ***September 4, 2019*** | ***5:00PM*** |
| Proposal Due Date and Time | ***September 11, 2019*** | ***5:00PM*** |
| Evaluation Meeting (anticipated) | ***September 18, 2019*** | ***To be determined*** |
| ***Interview/ Demonstration*** | ***To be determined*** | ***To be determined*** |
| Contract negotiations and Issuance | ***To be determined*** | ***To be determined*** |

## 1.4 Pre-Proposal Conference

If the City of Raleigh elects to conduct a Pre-Proposal Conference or Site Visit, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in Section 1.3, entitled RFP Timeline.

## 1.5 Proposal Question

*It is the Proposer's responsibility to ensure that all addenda have been reviewed and considered in the preparation of its proposal.* Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in Section 1.3, entitled "RFP Timeline" for the submittal of written inquires. The Contractor's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the Contractor's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina Interactive Purchasing System (IPS). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

**It is important that all Respondents submitting to this RFP periodically check the North Carolina Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.**

All questions related to this solicitation must be submitted in writing (via email) to the following Purchasing Agent:

| Contact Name | Email Address |
|---|---|
| Kathryn Gebhardt | kathryn.gebhardt@raleighnc.gov |

Questions submitted via telephone will not be answered.

## 1.6 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 2 PROPOSALS, and be addressed and submitted as follows:

| DELIVERED BY US POSTAL SERVICE | DELIVERED BY ALL OTHER MEANS |
|---|---|
| City of Raleigh<br>ATTN: Kathryn Gebhardt<br>Parks, Recreation and Cultural Resources<br>222 West Hargett Street<br><Raleigh, NC 27601><br>RFP No. & Title 274-PR-Vending-070119R | City of Raleigh<br>ATTN: <Kathryn Gebhardt><br>Parks, Recreation, and Cultural Resources<br>222 West Hargett Street<br><Raleigh,NC 27601><br>RFP No. & Title 274-PR-Vending-070119R |

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

A. one (1) signed original;

B. one (1) electronic version of the signed proposal and;

C. Three (3) copies of proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in Section 1.3. Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix V, "Exceptions to the RFP" and submitted with proposal. Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the Contractor elects to mail in its response, the Contractor must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3, "RFP Timeline". Regardless of the delivery method, it is the responsibility of the Contractor to ensure that their response arrives at the designated location specified in this Section by the due date and time specified in Section 1.3, "RFP Timeline".

## 1.7 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the Contractor is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. *Any proprietary data must be clearly marked.* In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

Proposals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

## 1.8 Communications

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the Purchasing Agent designated in Section 1.5. prior to the deadline provided in Section 1.3.

Violation of this provision may result in the Contractor's proposal being removed from consideration.

## 1.9 Lobbying

By responding to this solicitation, the Contractor certifies that is has not and will not pay any person or Contractor to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a Contract as a result of this RFP.

## 1.10 Conflicts of Interest

City of Raleigh Contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

> No employee, officer, or agent may participate in the selection, award, or administration of a Contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an Contractor which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a Contractor considered for a Contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or parties to sub-Contracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public Contracting. N.C.G.S. § 14-234(a):

> (1) No public officer or employee who is involved in making or administering a Contract on behalf of a public agency may derive a direct benefit from the Contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a Contract with the public agency he or she serves, but who is not involved in making or administering the Contract, shall not attempt to influence any other person who is involved in making or administering the Contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

> "No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or Contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, Contractor or corporation to whom any Contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or Contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any Contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to Contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person."

## 1.11 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any Contractual agreement/purchase order by

the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

## 1.12 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix V, "Exceptions to RFP" and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City of Raleigh's best interests to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the Contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

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# 2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that is incomplete in its responses or departs in any substantial way from the required format. Proposals shall be organized in the following manner.

1. Cover letter
2. Corporate Background and Experience
3. Product Selection and Pricing
4. Customer Service & Maintenance Plan
5. Financial & Commission Rate
6. Equipment specification and Energy Star Compliance

## 2.1 Request for Proposals Required Document Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

### Tab 1: Cover Letter – (10 points)

Provide an introduction letter describing the unique proposal of your Contractor to meet the needs of this service requirement. This letter should be signed by an authorized representative who has the authority to enter into a Contract with the City on behalf of the Contractor. Additionally, the name, address, telephone, email address and a clear description of the role and responsibilities of the individual who will serves as the point of contact for this project shall be included in the letter.

### Tab 2: Corporate and Experience – (15 points)

Include background information on the Contractor and provide detailed information regarding the Contractor's experience with similar projects. Provide a list of all similar Contracts performed in the past three (3) years, accompanied by at least three (3) references (contact persons, Contractor, telephone number and email address). A reference form may be found in **APPENDIX III – City of Raleigh, Reference Questionnaire**.

Failure to provide a list of all similar Contracts in the specified period may result in the rejection of the Contractor's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

### Tab 3: Product Selection and Pricing – (30 points)

Fifty percent (50%) of the snack selections in all vending machine must meet the US Department of Agriculture's (USDA) Smart Snack or National Automation Merchandising Association's (NAMA) FitPick® Select Nutrition Standards as set forth in the Scope of Work in Section 5.

Examples of food items that comply with these nutrition standards may be found by using the resources provided in Section 5 (B).

Contractor shall provide a list of all proposed snack selections items. The list should be snack foods only; no beverages. The list should also include, nutrition information, and snack selection pricing.

A product list and pricing form may be found in Appendix VII, Product Description and Pricing Form **(APPENDIX-VII).**

A draft statement detailing how price increases will be determined and scheduled throughout the contract period shall signed by and provided by authorize representative.

## Tab 4: Customer Service & Maintenance Plan – (15 points)

This section shall include in narrative or outline form the Contractor's approach to accomplish the tasks outlined in this RFP as set forth in Section 5 (I). A description of each task for accomplishing each of the following shall be included.

- Vending Machine re-stocking frequency
- Maintenance service plan
- Customer refund policy

### Tab 5: Financial Statement & Commission Rate – (20 Points)

In a separate sealed envelope contractor shall provide a minimum of three (3) complete copies of the following information.

- A statement from an independent Certified Public Accountant (CPA) whom, having completed a recent audit, finds that the Proposer is in good financial standing. Recent shall be defined as audits that were prepared within the 12 months preceding the issuance date of this RFP.

- A clear statement of commission rate to be offered to the City for vending machines. Commission rate shall be based on a percent of gross sales as part of the Contractor's agreement. The report should include the means of computation that will be used to determine the proposed commission rate.

- Commission payments shall be allocated to the City of Raleigh Parks, Recreation and Cultural Resources Financial Assistance program which provides city residents access to PRCR programs and services regardless of economic situation. Commission rate shall remain constant for the respective contract regardless of any vending price adjustment.

Contract shall attach signed commission statement breakdown to APPENDIX-I – COMMISSION RATE FORM.

### Tab 6: Equipment Specifications & Energy Star Compliance – (10 points)

Contractor shall provide a detail listing and description of vending machines that include the following features for all 39 locations identified in Appendix VI, VENDING MACHINE LOCATIONS – City or Raleigh (**APPENDIX-VI**).

- Machine Specifications
- Energy Efficiency feature
- Payment feature (Shall be able to accept a combination of coins, dollars or credit cards as set forth in Scope of Work, Section 5 (E)

## 2.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

# 3 PROPOSAL EVALUATION

## 3.1 Proposal Evaluation Criteria *(Stage 1)*

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated considering the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The factors to be considered in the evaluation of Proposals are listed below. All Proposals must meet USDA's Smart Snack/National Automation Merchandising Association's (NAMA) FitPick® Select snack criteria. The total maximum possible number of points for each evaluation factor is a maximum of one hundred (100) points.

The maximum interview/demonstration points a Proposer can receive is 5 points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

| Criteria | Available Points | Score |
|---|---|---|
| Cover Letter | 10 | |
| Corporate Background and Experience | 15 | |
| Product Selection and Pricing | 30 | |
| Customer Service & Maintenance Plan | 15 | |
| Financial Statement & Commission percentage | 20 | |
| Equipment Specification and Energy Star Compliance | 10 | |
| **Interview/Demonstration (Optional)** | 5 | |
| **Total Score** | | |

### 3.2 Interview/Demonstration *(Stage 2)*

A short-list of Contractors may be invited to Stage 2 of the evaluation process, the *Interview/ Demonstration*. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer's solution meets the critical components of the RFP.

### 3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in section 3.1. Either a final selection for recommendation will be made at this time or the short-list of Contractors will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each Contractor will be evaluated and assigned a score to determine the best Contractor for recommendation.

After which negotiations of a Contract with the most qualified Contractor will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified Contractor. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a Contract. The City also reserves the right to delay the award of a Contract or to not award a Contract.

### 3.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the City's Contract terms (Appendix IV), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

## 4 CONTRACT TERM

The Contract shall have an initial term of Three (3) years, beginning on the date of the negotiated Contract terms. At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three (3) additional one (1)-year terms. The total Contract term shall not exceed Six (6) years. The City will give the Contractor written notice of its intent whether to exercise each option no later than 90 days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a Contract term for a period of up to 180 days in 90-day-or-less increments.

## 5 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 5.

A. Provide at no cost healthier choice snack vending machines with commissions for all locations identified in Appendix VI, Vending Machine Locations (**APPENDIX-VI**). Additional locations may be added throughout the Contract period on an as needed basis and agreed upon by the City of Raleigh and Contractor prior to services being provided. There shall be no minimum sales requirement for locations.

B. Fifty-percent (50%) of the snacks selections in all vending machine must meet the US Department of Agriculture's (USDA) Smart Snack and the National Automation Merchandising Association's (NAMA) FitPick® Select Nutrition Standards which are outlined below. Contractor shall refer to the following

USDA Smart Snack online tool and Fit Pick Product List guideline to identify snack items that meet the nutrition standards.

**USDA Smart Snack/FitPick Compliant Tools**
https://foodplanner.healthiergeneration.org/products/

**FitPick Product List Guidelines**
https://www.namanow.org/fitpick//wp-content/uploads/2015FitPickProductList.pdf

## NOTICE

All official communication, and negotiation requests from proposer regarding requirements of the RFP shall be directed in writing to the Purchasing Agent.

## The USDA Smart Snack and NAMA FitPick® Select Standards

Contractor shall ensure that 50% of snack items meet the following nutrition criteria:

1. No more than 200 calories per package.

2. No more than 35% calories from fat (excluding whole eggs or seafood with no added fat, reduce-fat cheeses, nuts, seeds, nut/seed butters, and products consisting of only dried fruit with nuts and/or seeds).

3. No more than 10% calories from saturated fat, excluding whole eggs with no added fat, reduce fat cheese, nuts, seed/butter, and products consisting of only dried fruit with nuts and/or seeds

4. Products should contain 0 grams trans-fat.

5. No more than 200 mg of sodium per package

6. No more than 35% of weight from total sugars, and a maximum of no more than 18 grams of total sugars in the product, except for: Dried whole fruits or vegetables with no added caloric sweeteners and products consisting of only dried fruit with nuts and/or seeds.

7. Sugar free chewing gum is exempt from the requirements of this RFP and may be stocked in vending machines.

| Nutrition Components | USDA Smart Snack / FitPick® Select Standards |
|---|---|
| CALORIES | 200 or less |
| FAT | 8g or less (≤ 35% of calories) |
| SATURATED FAT | 2g or less (≤10% of calories) |
| TRANS FAT | 0g |
| SUGAR | 18g or less (≤35% of weight) |
| SODIUM | ≤ 200mg or less** |

In addition to meeting the USDA Smart Snack & NAMA standards, the following requirements apply for snack placement in vending machines:

1. Require at least three (3) slots of dried whole fruits or vegetables; dried whole fruit or vegetable pieces: or dehydrated fruits or vegetables with no added nutritive sweetener; and
2. Require at least two (2) slots of nuts and/or seeds with no added nutritive sweeteners or fats.

C. Contractor (s) shall provide a detailed list and specification description of the vending equipment (machines) offered in response to the requirements of this RFP.

D. The Contractor shall provide vending machines that are USEPA Energy Star certified. Machines shall be equipped with an energy efficiency device such as a controller that reduces the machines energy usage when facilities are closed or not in use. Machines shall include LED lighting. Be able to accept a combination of coins and bills. Have credit card readers in compliance with the Payment Card Industry Data Security.

E. The City of Raleigh Parks, Recreation, and Cultural Resources Department agrees to provide well lighted locations for all vending equipment. The vendor shall agree to hold the City of Raleigh harmless for any repairs of vandalism that may occur.

F. The Contractor (s) shall indicate any advertising support needed to encourage healthier snack choices, product sales and volume.

G. Contractor shall comply with the terms of this RFP and shall offer for sale only such products that conform to the requirements set forth in this Section 5. The City or Raleigh's Business Process Management Division or Parks Recreation and Cultural Resources personnel with periodically review and revise the product specifications as needed but on an annual basis from the date of Contract execution to ensure they comply with USDA Smart Snack/NAMA FitPick® Select Standards.

H. Contract is encouraged to attend PRCR community events to facility promotional experiences to expand consumer's knowledge and understanding of the importance of healthy eating habits and raise awareness of nutritional value found in vending machine products. The Contractor is also encouraged to conduct basic marketing analysis to gather knowledge on consumer on buying/snacking habits. Any information or marketing must be approved by the City of Raleigh.

# 6 PRICING and COMMISSION

1. **PRICING -** Snack items that meet the nutrition standards shall be priced competitively (for example, at or below) to similar items that do not meet nutrition standards.

2. The prices charged or any changes in sale price must be submitted in writing to the Purchasing Agent listed in Section 1.5. All snack vending prices shall be firm for the initial contract term unless otherwise requested by the City. Vending prices may be adjusted due to substantial price fluctuations as can be related to cost beyond the Contractor control (i.e., raw materials, etc.). Contractor shall submit appropriate documentation for any price change to Purchasing Agent. Any price changes, (increases or decreases) must be mutually agreed upon by City of Raleigh and Contractor.

3. **COMMISSION -** The commission offered should be a single commission for all items. Contractor must clearly state commission rate in proposal. Contractors are encouraged to submit their best

commission offer. Commission paid to the City shall be based on a percentage of total monthly gross sales from snack vending machines.

4. Monthly, the Contractor shall submit to the City a year-to-date gross and net sale figures and the number of sales per vending machine per day/month per vending location. The report should include the means of computation that will be used to determine the proposed commission rate.

5. All commission paid shall include a detailed report of revenue broken down by snack product sold at each vending machine location. An example the report should be included in vending proposal.

6. Commission must be paid monthly for the preceding month for all machines and received by the 25th of each month to the: City of Raleigh, Parks, Recreation and Cultural Resources Department, Attn: Kathryn Gebhardt, PO Box 590, Raleigh, NC 27602.

7. Commission payments will be allotted to the City of Raleigh Parks, Recreation and Cultural Resources Scholarship Fund, which provides city residents access to PRCR programs and services regardless of economic situation. Commission rate shall remain constant for the respective contract regardless of any vending price adjustment.

# 7 LABELING AND PROMOTION

1. All ingredients must be declared on the product label, as required by the Food and Drug Administration. In a case that an article of food sold from a vending machine does not provide visible calorie information at the point of purchase, the vending machine shall provide a sign adjacent to each article of food or the selection button that includes a clearly disclose the number of calories in the item.

2. Healthier choice selections shall be placed at eye level, towards the center and upper left corner of each vending machine. Healthier choice selections shall be clearly marked. Contractor shall work collaboratively with City of Raleigh PRCR staff to establish protocol for marking healthier snack items in vending machine.

3. Prices shall be clearly marked for each snack selection item offered.

4. Contractor should propose to be a partner and sponsor of designated Parks, Recreation and Cultural Resources Department activities and special events that benefit the community at large. Proposer should clearly define the nature of any sponsorship.

5. Vending Machines shall include at no cost to the City of Raleigh, marketing of Parks, Recreation and Cultural Resources Department programs and activities either by printed wraps or digital graphic displays on machines. Contractor should clearly define their marketing options for the City of Raleigh.

# 8 COMPLIANCE AND RE-STOCKING

1. The City of Raleigh reserves the right to conduct periodic audits of stocked snack items in vending machines to ensure compliance to the nutrition standards set forth in the Contract Agreement.

2. Contractor shall provide a sample strategy regarding how machines will be stocked with items for sale; how machines will be stocked with change; and how cash will be collected from the machines.

3. Contractor shall provide a re-stocking inventory or delivery slip to the facility staff director that specify each snack selection which is restocked or removed during each restocking visit to refresh vending machines.

## Contractor Responsibilities

The Contractor shall:

A. Comply with all Contract Requirements;
B. Maintain a clear line of communication with the City of Raleigh;
C. Provide (1) point of continuous contact for the City of Raleigh; and
D. Provide, on schedule, any all reports required by the City of Raleigh.

## The City of Raleigh's Responsibilities

A. The City shall provide access to City-owned or City-Controlled facilities for the Contractor's employees and agents as necessary for them to perform work.

B. The City will work with the Contractor to attempt to reduce the risk of changes, claims, and extra costs.

C. The City will assign a City of Raleigh personnel, who will serve as a technical representative for administering the Contract.

D. The City or Raleigh Parks, Recreation, and Cultural Resources Department agrees to provide secure, lockable and well lighted locations for all vending machines. The Contractor shall agree to hold the City of Raleigh harmless for any repairs of vandalism that may occur.

E. The City will provide the electricity for use with the vending machines.

# 9 INSTALLATIONS, MAINTENANCE & REMOVALS

I. Contractor shall be responsible for the removal of all empty cartons and defective, spoiled, and expired products from the vending machine area to a waste disposal area designated by the City.

J. The Contractor shall supply, install, stock, and maintain vending machines in the quantity, and at the locations set forth in APPENDIX-VI, VENDING MACHINES LOCATIONS (APPENIX – VI). Vending machines or locations may be added/or removed at no cost to the City during the Contract term at the direction of the City.

K. Contractor shall be responsible for the maintenance, repair and replacement of all vending equipment. Contractor shall provide a service plan that includes stocking products to minimize outage, out of order repair processes and replacement of equipment if needed and maintenance. Service calls should be

addressed by end of next business day upon notification. Vendor will be required to provide any necessary refunds to customer due to equipment failure.

Contractor shall provide a detail work plan which list all task determined to be necessary to accomplish installation process. The work plan should indicate how long it will take from time of award to implementation of services including the number of machines that will be placed at each location. Vending machines and services should be operational no later than 90 days after contract has been negotiated and signed by vendor representative and City of Raleigh Purchasing Agent.

## APPENDIX I – COMMISSION RATE FORM

Awarded Contractor shall attach a clear statement of commission rate to be shared with the City of Raleigh Parks, Recreation and Cultural Resources for vending machines. Commission rate shall be based on a percent of gross sales as part of the Contractor's agreement. This amount should be provided as a percentage amount.

Proposer shall attach the signed commission statement breakdown to Appendix I – COMMISSION RATE FORM.

---

Contractor Name: _____

Authorized Signature_____Date_____

Signed by:_____
**[Type or Print Name]**

Title of Signer: _____

# APPENDIX II

**PROPOSER QUESTIONNAIRE**

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Company Name: | | | | d/b/a (if applicable) | | | |
| Street / PO Box: | | | | | | | |
| City: | | | | State: | | Zip: | |
| Phone: | | Fax: | | E-Mail: | | | |
| Website (if applicable): | | | | | | | |

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Other

| | | | |
|---|---|---|---|
| Number of years in business under company's present name: | | | |
| Fed Tax ID #: | | DUNS # | |

Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: ☐ NO: ☐ Not Applicable: ☐

Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work?
YES: ☐ NO: ☐ Not Applicable: ☐ ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS

Are/will you be properly insured to perform the work? YES: ☐ NO: ☐

| | | | | | |
|---|---|---|---|---|---|
| Contact for this Contract: | | | | Title: | |
| Phone: | | Fax: | | E-Mail: | |

Have you ever defaulted or failed on a Contract? (If yes, attach details) YES: ☐ NO: ☐

List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.
**PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.**

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Company: | | | | | |
| | Contact Person: | | | | Title: | |
| | Phone: | | Fax: | | E-Mail: | |
| Describe Scope of Work: | | | | | | |
| 2. | Company: | | | | | |
| | Contact Person: | | | | Title: | |
| | Phone: | | Fax: | | E-Mail: | |
| Describe Scope of Work: | | | | | | |
| 3. | Company: | | | | | |
| | Contact Person: | | | | Title: | |
| | Phone: | | Fax: | | E-Mail: | |
| Describe Scope of Work: | | | | | | |
| 4. | Company: | | | | | |
| | Contact Person: | | | | Title: | |
| | Phone: | | Fax: | | E-Mail: | |
| Describe Scope of Work: | | | | | | |
| 5. | Company: | | | | | |
| | Contact Person: | | | | Title: | |
| | Phone: | | Fax: | | E-Mail: | |
| Describe Scope of Work: | | | | | | |

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

| | | | |
|---|---|---|---|
| Authorized Signature: | | Date: | |

# APPENDIX III

## City of Raleigh

## Healthier Snack Vending

Reference Questionnaire

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of services and provide assistance in the evaluation process.

The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire. The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response. It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

# APPENDIX III

**City of Raleigh**

## (Insert RFP Number and Title)

**REFERENCE QUESTIONNAIRE**

_____

**(Name of Business Requesting Reference)**

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, <(Insert Name of Point of Contact)>,, via email to <(insert email address)> no later than ***<(Insert a time)> p.m. ET, <(Insert Month, Day, Year)>*** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

**Company Providing Reference** _____

**Contact Name and Title/Position** _____

**Contact Telephone Number** _____

**Contact Email Address** _____

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a Contract, please acknowledge and explain briefly whether or not the Contract was successful.

   Comments: _____

   _____

   _____

   _____

2. How would you rate this company's knowledge and expertise?

   ☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

   Comments: _____

   _____

   _____

   _____

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

   ☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

   Comments: _____

   _____

   _____

   _____

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?

☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments: _____

_____

_____

_____

5. How would you rate the dynamics/interaction between the company and your staff?

☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments: _____

_____

_____

_____

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____

Comments: _____

_____

_____

_____

7. With which aspect(s) of this company's services are you most satisfied?

Comments: _____

_____

_____

_____

8. With which aspect(s) of this company's services are you least satisfied?

Comments: _____

_____

_____

_____

9. Would you recommend this company's services to your organization again?

Comments: _____

_____

_____

# APPENDIX IV
## CONTRACT STANDARD TERMS AND CONDITIONS

1. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

2. Non-discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

3. Minority or Women Owned Business Enterprise

Pursuant to North Carolina General Statutes §143-128.2 et seq. and §143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's Contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime Contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

The City's goal is to Contract, and sub-Contract, fifteen percent (15%) of the Contract amount to Certified MWBEs on construction projects of $300,000 or more, or Contracts of $100,000 or more that include any State funding.

If there are any questions regarding the MWBE program, contact the City's MWBE Program Manager at 919-996-4330 or at mwbe@raleighnc.gov.

4. Assignment

This Contract may not be assigned without the express written consent of the City.

5. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

6. Insurance

Contractor agrees to maintain, on a primary basis and at is sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than $1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than $1,000,000 each accident.

**Additional Insured** – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read **'City of Raleigh is named additional insured as their interest may appear'.**

**Certificate of Insurance** – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh**
**Post Office Box 590**
**Raleigh, NC 27602-0590**

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no

minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

**Professional Liability** – Limits of no less than $1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

7. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, Contractor, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, Contractor, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

8. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this

project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

9. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

10. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

11. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

12. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a

manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910.* In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all Contractor employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

## 13. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

## 14. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees.

Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual Contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

## 15. Right to Audit and Access to Records

1. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the Contract period and for three (3) years after termination thereof or longer if otherwise required by law.

2. The Contractor and its agents shall maintain all books, documents, papers, accounting records, Contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with Contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, Contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.

4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.

5. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

6. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by Contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.

7. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.

## 16. E – Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subContractor employed by

Contractor as a part of this Contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

17. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq*. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the Contract any subContractor that is identified on the Final Divestment List.

18. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

19. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## APPENDIX V
## EXCEPTIONS TO RFP

**heck one**: ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP. ☐ EXCEPTIONS ARE LISTED BELOW:

| P Page #, ction #, pendix # | Exceptions [Describe nature of Exception] | Explain why this is an issue | Proposed Alternative |
|---|---|---|---|
| | | | |
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**APPENDIX – VI**

VENDING MACHINE LOCATIONS – CITY OF RALEIGH

| | LOCATION NAME | ADDRESS | Zip code |
|---|---|---|---|
| 1 | Anne Gordon Center for Active Adults | 1901 Spring Forest Road | 27615 |
| 2 | Barwell Road Community Center | 3935 Barwell Road | 27610 |
| 3 | Biltmore Hills Community Center | 2615 Fitzgerald Drive | 27610 |
| 4 | Buffaloe Road Aquatic Center | 5908 Buffaloe Road | 27616 |
| 5 | Brier Creek Community Center | 10810 Globe Road | 27617 |
| 6 | Carolina Pines Community Center | 2305 Lake Wheeler Road | 27603 |
| 7 | Chavis Community Center | 505 MLK Jr. Blvd. | 27601 |
| 8 | Five Points Center for Active Adults | 2000 Noble Road | 27608 |
| 9 | Green Road Community Center | 4201 Green Road | 27604 |
| 10 | Grey Stone Community Center | 7713-55 Leadmine Road | 27615 |
| 11 | Halifax Community Center | 1015 Halifax Street | 27604 |
| 12 | Hill Street Neighborhood Center | 2307 Hill Street | 27604 |
| 13 | Jaycee Community Center | 2405 Wade Avenue | 27607 |
| 14 | ~Lake Lynn Community Center | 7921 Ray Road | 27613 |
| 15 | Lake Johnson Park | 4601 Avent Ferry Road | 27606 |
| 16 | Laurel Hills Community Center | 3808 Edwards Mill Road | 27612 |
| 17 | Lions Park Community Center | 516 Dennis Avenue | 27604 |
| 18 | Marsh Creek Community Center | 3050 New Hope Road | 27604 |
| 19 | Marsh Creek Maintenance | 4225 Daly Road | 27604 |
| 20 | Method Road Community Center | 514 Method Road | 27607 |
| 21 | Millbrook Exchange Community Center | 1905 Spring Forest Road | 27615 |
| 22 | Millbrook Exchange Pool | 1905 Spring Forest Road | 27615 |
| 23 | Optimist Community Center | 5900 Whittier Drive | 27609 |
| 24 | Optimist Pool | 5902 Whittier Drive | 27609 |
| 25 | Peach Road Neighborhood Center | 911 lleagnes Road | 27603 |
| 26 | Pullen Aquatic Center | 410 Ashe Avenue | 27603 |
| 27 | *Pullen Arts Center | 105 Pullen Road | 27607 |
| 28 | Pullen Community Center | 408 Ashe Avenue | 27606 |
| 29 | Ralph Campbell Community Center | 756 Lunar Drive | 27610 |
| 30 | Roberts Park Community Center | 1300 E. Martin Street | 27610 |
| 31 | Saint Monica Teen Center | 15 N. Tarboro Street | 27610 |
| 32 | Sertoma Arts Center | 1400 W. Millbrook Road | 27612 |
| 33 | Tarboro Road Community Center | 121 N. Tarboro Street | 27610 |
| 34 | Worthdale Community Center | 1001 Cooper Road | 27610 |
| 35 | Walnut Creek Wetland Park | 950 Peterson St | 27610 |

**APPENDIX - VII**

PRODUCT DESCRIPTION & PRICING FORM

| Item Description (Service Size) | Servings Per Container/Pk. | Sodium (g) | Sugar (g) | Saturated Fat (%) | Trans Fat (%) | Total Calories | Ven pri |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
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