

## **VENDING MACHINE SERVICE AGREEMENT**

**(For Vending Machine Services at Various City Owned Facilities)**

**FIRST CLASS VENDING, INC.**

THIS VENDING MACHINE SERVICE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City," and FIRST CLASS VENDING, INC., a California corporation, hereinafter referred to as "Vendor."

### **RECITALS**

A. City has several facilities ("Facilities") in various locations throughout the City; and

B. City now wishes to enter into an agreement with Vendor for the provision of vending machines and services at various Facilities.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Purpose.** City desires to provide refreshments for its customers at various Facilities throughout the City through the use of vending machines, and Vendor is willing to provide and install such vending machines at said Facilities upon the terms and conditions set forth herein and in accord with Exhibit A, which includes the "City of Riverside Request for Proposals 1572, Vendor's proposal in response to RFP 1572, and City of Riverside Healthier Food and Beverage Guidelines ("Scope of Services," attached hereto and incorporated herein by reference

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for three (3) years. This Agreement may be extended for two (2) one-year renewals upon the mutual agreement of both parties. Upon termination of the then current term, the agreement will continue on a month-to-month basis, for a period not to exceed 6 months, or until the parties either agree a written extension or either party terminates the agreement by giving 30 days advance written notice.

3. **Number and Location.** City shall provide floor space adequate for the installation of vending machines at various Facilities within the City of Riverside, California, and Vendor shall install vending machines at the locations shown on Exhibit A.

The specific locations of the vending machines at each Facility shall be designated by the City. Additional Facilities other than those listed in Exhibit A may be added from time to time by City upon thirty (30) days written notice to Vendor from the City. Facilities where vending machines are installed may be removed from the list of required locations from time to time by Vendor subject to the prior written approval of the City.

Vendor understands and agrees that the City reserves the right to increase or decrease the number or type of each machine provided by the Vendor.

4. **Vending Items and Price.** Vendor must provide vending machines, which vend, at a minimum, the products specified in Exhibit A and must maintain ample stock of all products to be dispensed and sold in the machines provided.

The prices for the items to be vended are shown on Exhibit "B", "Compensation" attached hereto and incorporated by this reference and may not be changed during the first year of the Agreement. Any decreases in prices shall automatically be extended to City. Vendor may request a price increase after the first year of the Agreement with a minimum of thirty (30) days written notice. Vendor must provide a justification for the price increase and Vendor must receive approval from City prior to implementation of any price increase.

City reserves the right to accept, negotiate or refuse the increase request, cancel the Agreement, or take any other action it deems appropriate in lieu of granting an Agreement price increase.

After the first six months and again after the twelfth month of the Agreement, City and Vendor will review the product selection and sales to determine if any adjustments should be made to locations or products offered. If the City requests changes which will require an increase in pricing, Vendor shall submit a request for a price increase, as set forth above.

The payment percentage paid by Vendor to the City and as designated on Exhibit "B" shall remain fixed for the first year of the Agreement. A request for payment percentage changes at Agreement renewal time will require a minimum of thirty (30) days written notice, prior to the Agreement expiration date.

City reserves the right to accept, negotiate or refuse the payment percentage change request, cancel the Agreement, or take any other action it deems appropriate in lieu of granting a payment percentage change request.

5. **Electricity.** City shall provide the electricity necessary to operate the vending machines. Vendor shall connect their own machines.

6. **Payments and Records.** Vendor shall pay to City a percentage of the gross proceeds from all vending machines installed pursuant to this Agreement in accord with Exhibit B. Vendor's payments shall be made on a monthly basis and Vendor shall furnish a monthly detailed report to City to include sales at each location, the vending machine number, and number of each product sold. The report must be submitted along with the commission payment and must clearly state the dates covered in the report. Vendor shall also furnish a malfunction incident report to City upon completion of each maintenance call. Vendor shall submit reports, commission payments and correspondence to:

Reports and Payments for General Fund Vending Machine Sites

City of Riverside  
Attn: Central Cashiering, Finance Dept.  
3900 Main Street  
Riverside, California 92522

Reports & Payments for Park and Recreation Vending Machine Sites

City of Riverside  
Attn: Linda Fonze  
Senior Management Analyst  
Parks, Recreation and Community Services Department  
3936 Chestnut Street  
Riverside, CA 92501

All Reports and Correspondence for All Machines to:

City of Riverside  
Attn: Kenneth Trettin  
Property Management Division  
8095 Lincoln Ave  
Riverside, California 92504

Said payment and delivery of records and statement shall be made on or before the fifteenth (15th) day of the month for the previous month. If payment is not received on or before the required date, a late fee of ten per cent (10%) of the amount owed for that month will be assessed.

7. **Equipment Requirements.** Vendor must provide transportation, labor, supervision of packing, unpacking, installation and maintenance of coin operated vending machines at the Facilities as required. All move in and move out costs are the responsibility of the Vendor. The specific location of the vending machine at each Facility shall be furnished to Vendor prior to shipment of the machines.

All equipment shall be no older than three (3) years at the time of installation. All machines must have dollar bill validators. Energy-saving equipment should be used whenever possible. Vendor must advise City in writing of any changes to the equipment.

Vendor must have the ability to provide cages for the vending machines that will be placed outdoors. If the GSDD deems it necessary, cages must also be placed on indoor vending machines. All equipment installed shall remain the property of Vendor and City shall not be held liable for any damage to such equipment. In the event of repeated vandalism, and upon the mutual consent of both City and Vendor, the vending machine will be removed.

8. **Vending Machine Usage.** City does not provide a guarantee of a minimum annual usage amount. The vending machines are for both public and employee usage. No other vending machines will be allowed.

9. **Supplies/Stocking.** Vendor shall be responsible for insuring that the vending machines are serviced regularly to insure that ample stock of products is maintained in each machine. Also, Vendor must insure that all perishable products are fresh. All items date coded must be replaced before the expiration date. Vendor will supply only recognized brand-named items.

10. **Maintenance Service.** Complete maintenance shall include, but shall not be limited to, servicing and cleaning all vending machines. Machines shall be maintained in a sanitary and hygienic standard as deemed by the County of Riverside Health Services Agency. Vendor shall provide City with a schedule of routine maintenance/cleaning for all vending machines.

Vendor shall provide and pay for a toll free telephone number at Vendor's place of business so that City personnel can telephone to request maintenance service from any vending machine location. The toll free number shall be clearly posted on all vending machines.

Vendor shall provide maintenance service during all business hours of the Facilities. Response time for service calls is a maximum of four (4) hours from the time the call was placed.

11. **Collection of Money.** Vendor shall collect all money deposited within the vending machines at regular intervals during the normal business hours of each Facility.

12. **Refunds.** Vendor shall refund to customers, any money lost due to machine's malfunction. For this purpose, City staff shall refer customers to Vendor's toll free phone number posted on the vending machines.

13. **Taxes and Licenses.** Vendor shall assume the responsibility for and pay all taxes in connection with the sale of merchandise through the vending machine subject to this Agreement, and any such payments shall not reduce any payment due to City hereunder. Vendor shall obtain at Vendor's sole cost and expense all requested city, county and state licenses, including but not limited to a business tax certificate to operate in the City of Riverside.

14. **Possessory Interest.** Vendor hereby recognizes and understands that this Agreement may create a possessory interest subject to property taxation, and that Vendor may be subject to the payment of property taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Vendor's solely, and shall be paid by Vendor; and any such tax payment shall not reduce any payment due to City hereunder.

15. **Indemnity.** Except as to the sole negligence or willful misconduct of City, Vendor shall defend, indemnify and hold City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees,

which arises out of or is in any way connected with the performance of work under this Agreement by Vendor or any Vendor's employees, subcontractors or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Vendor or any of Vendor's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney fee, costs or expense City incurs or makes to or on behalf of an injured employee under City's self-administered workers' compensation program is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

16. **Insurance.** Prior to City's execution of this Agreement, Vendor shall secure, and shall maintain during the life of the Agreement, such commercial general liability and automobile liability insurance as shall protect it from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from or which may concern operation under the Agreement, whether such operation be by or on behalf of Vendor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them. All insurance shall be issued by an insurance company or companies authorized to transact insurance business in the State of California and shall cover commercial general liability with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and automobile liability for both bodily injury including death and property damage with a minimum per occurrence limit of one million dollars (\$1,000,000.00).

Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

Certificates of insurance acceptable to City evidencing the coverage required by the Agreement shall be filed with City and shall include City as an additional insured as to the commercial general liability policy. The commercial general liability policy shall include the following provisions:

*Solely as respects operations under the Agreement for work done or on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insured under this policy.*

It is further agreed that the other insurance conditions of the policy are amended to conform herewith. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail.

City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at

Consultant's sole expense.

17. **Worker's Compensation.** Prior to the execution of this Agreement, Vendor certifies that Vendor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self insurance before commencing any program. Upon execution of this Agreement, Vendor shall file with City a certificate of insurance evidencing compliance with this provision. Such certificate of insurance shall state that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

18. **City's Non-Liability.** City shall not be liable to Vendor for any damage whatsoever to the vending machine(s) or food items stored therein, or for injuries, damages or losses sustained from, by or arising out of the performance of this Agreement.

19. **Termination for Cause.** City shall have the right to regulate the operation of the Vendor in the following respects:

- a. To make reasonable rules and regulations respecting quality of service.
- b. To require timely receipt of required submittals including but not limited to insurance certificates, financial records, statements and payments.

Failure to comply with such rules, regulations and submittal requirements of the City, as issued from time to time, shall be considered cause to terminate this Agreement upon five (5) days written notice to Vendor.

20. **Nondiscrimination.** During the performance of this Agreement, Vendor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code.

21. **Assignments.** Vendor shall not assign or transfer this Agreement or any privilege thereunder, in whole or in part without the prior written consent of City (which consent shall not be unreasonably withheld). Such assignment or transfer shall be subject to the condition and provision that City is entitled and shall be paid ninety percent (90%) of the consideration, fee or income that Vendor receives for such assignment or transfer in excess of the consideration provided to City under this Agreement. In the event of attachment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, this Agreement and all rights of the Vendor shall immediately cease and terminate.

22. **Notice.** All notices, invoices or reports required by this Agreement shall be deemed served if sent by the party by United States mail, postage prepaid, addressed to the other party as follows:

City  
Property Management Division  
Attn: Ken Trettin  
City of Riverside  
8095 Lincoln Avenue  
Riverside, California 92504

Vendor  
First Class Vending, Inc.  
Attn: Matthew Marsh  
6875 Suva Street  
Bell Gardens, CA 90201

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Vendor each represent and warrant that they have the legal power, right, and actual authority to bind Vendor to the terms and conditions hereof and thereof.

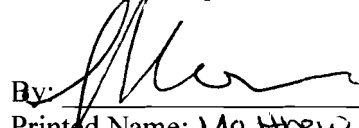
24. **Venue.** Any action at law or in equity brought by either party hereto for the purpose of enforcing a right provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, California.

25. **Entire Agreement.** It is expressly agreed that this Agreement embodies the entire Agreement between the parties hereto, in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise relative to this subject matter exists between the parties hereto at the time of execution. This Agreement may be modified or amended by the mutual consent of the parties in writing.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation


FIRST CLASS VENDING, INC.,  
a California corporation

By: \_\_\_\_\_  
City Manager

By:   
Printed Name: Matthew Marsh  
Its: President

Attest:

By: \_\_\_\_\_  
City Clerk

By:   
Printed Name: Ryan Marsh  
Its: Vice President

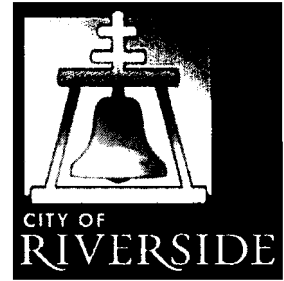
APPROVED AS TO FORM:

By:   
Assistant City Attorney

# EXHIBIT “A”

- City of Riverside Request for Proposals #1572
- Vendor’s proposal in response to RFP # 1572
- City of Riverside Healthier Food and Beverage Guidelines





**RFP No. 1572  
CITY OF RIVERSIDE  
GENERAL SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)  
FOR VENDING MACHINE SERVICES  
AT VARIOUS CITY OWNED FACILITIES**

**Riverside, California**

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Issued by:  
Carl Carey, Director  
CITY OF RIVERSIDE  
General Services Department  
8095 Lincoln Avenue  
Riverside, CA 92504

Project Representative:  
Kenneth Trettin, Project Manager  
8095 Lincoln Avenue  
Riverside, CA 92504  
Phone (951) 351-6154  
E-mail: [ktrettin@riversideca.gov](mailto:ktrettin@riversideca.gov)

### **IMPORTANT NOTICE TO VENDOR**

- All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for this RFP.
- If the Proposer is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids) the proposal will be considered non-responsive and given no further consideration.
- Additionally, the proposal must be submitted under the same company name used to subscribe to the RFP on the Electronic Bidder's List.

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## **Introduction**

The City of Riverside ("City") is seeking a qualified firm (hereafter referred to as "Proposer" or "Vendor") with proven experience in the management and operation of vending services (hereafter referred to as "Project")

The purpose of the Project is to provide, manage and operate vending machines within or at various government locations throughout in the City.

## **Background**

In the City, nearly 4 out of 10 children are overweight or obese. City leaders, residents, health organizations, and other community stakeholders are collaborating on multiple initiatives to foster a citywide culture of health. These initiatives include: the Health City Resolution (2000) and Healthy Eating, Active Living (HEAL) City Resolution (2010); the Fit, Fresh, and Fun Forum (a group of local health organizations that support a healthy environment and encourage healthy lifestyles); the city-wide Start R.I.G.H.T. (Riverside is Getting Healthy Together) healthy living challenge; and the Riverside Food System Alliance that supports access to locally produce food.

In addition, the City was awarded two grants that promote healthy eating and active living -- Healthy Eating Active Living (HEAL) and Zone and Nutrition Education and Obesity Prevention (NEOP). Consistent with the goals of these two grants and the Rethink Your Drink Campaign, the City's Parks, Recreation, and Community Services Department (PRCSD) launched the Healthier Food and Beverage Guidelines pilot in May 2014.

Responses to this RFP will adhere to the Guidelines as adopted by City Council on November 10, 2015 (Exhibit "A").

The City currently has vending machines at various City locations (Exhibits B).

## **Period of Agreement**

The initial term of any agreement awarded as a result of this Request for Proposal (hereafter referred to as "RFP") will be three (3) years with two (2) one year renewals upon the mutual agreement of the contractor and the City. Should the Contract expire, service will continue on a month-to-month basis until a new Agreement has been executed or either party terminates upon thirty (30) days written advance notice.

## Method of Award

The City's selection process is outlined below:

A Screening and Selection Committee (Committee) consisting of one representative from each of the following departments: General Services, Parks Recreation & Community Services and the Police Department will review the Proposals. All Proposals will be reviewed to verify that the minimum requirements as stated in the RFP are included. Proposals that do not meet the minimum requirements will be disqualified. If an award is made, it will be made to the most responsive proposal by a responsible Proposer offering the greatest value based on an analysis involving a number of criteria.

Evaluation of RFPs will include, but not be limited to the following:

- Proposal Content;
- Experience of the Firm;
- Experience of the Project Managers;
- Staffing;
- Qualifications;
- Breadth of Services;
- References; and
- Other relevant information.

The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposals will be ranked based on the following criteria and weights:

Experience & history with projects of similar size and scope	20%
Suitability of product offering to meet the needs of individual vending areas and meet the Healthier Food and Beverage Standards	25%
Approach for refreshing, restocking and refunding	15%
Customer References	15%
Commissions	25%
<b>Total</b>	<b>100%</b>

The Committee will recommend the most qualified Vendor to proceed into contract negotiations. The Committee reserves the right to select and invite a reasonable number of firms to appear for an oral interview to discuss their Proposal. The Committee will establish the date, time and place for such interviews, if necessary.

### **Qualifications**

1. Respondents must have a minimum of five years of experience in the provision of vending machine services
2. Respondents must have adequate insurance coverage, as defined in the attached terms and conditions
3. Respondents must have experience with providing healthy choices in their vending machines.
4. Respondents must provide three acceptable customer references. References should be from Responder's customers who are close to the size and scope of this Project.
5. Respondents must have adequate personnel on staff who can service this Project.
6. Respondents must have the capital necessary to support this contract for the five-year period.

### **Customer References**

Respondents will provide a minimum of three (3) letters of reference. Each letter must include the name of the firm, description of services provided, date(s) of service and contract amount for projects similar to the services requested in this RFP.

### **Reservations**

At its sole discretion, the City reserves the right to proceed as noted below at any time and for its own convenience:

1. Reject any and all proposals without indicating any reason for such rejection,
2. Terminate this RFP and issue a new one at any time thereafter,
3. Extend any or all deadlines specified in the RFP, including deadlines for accepting proposals by issuing an Addendum prior to the deadline for receipt of responses to the RFP,
4. Procure any services specified in the RFP by other means,

5. Disqualify any Proposer on the basis of any real or perceived conflict of interest or evidence of collusion disclosed by the proposal or other data available to the City. Such disqualification is at the sole discretion of the City.
6. Reject the proposal of any Proposer in breach of or in default under any other agreement with the City.
7. Reject any Proposer deemed by the City non-responsive, unreliable, unqualified or non-responsible
8. Require Vendors to stock only products that meet the health requirements listed on Exhibit "A" This may change depending on final policy (public sites and staff site requirements).

### **General Terms and Conditions**

The successful Proposer selected will be required to sign a Professional Service Agreement ("Agreement"). No modifications to this agreement are permitted. The Proposer must meet all insurance requirements in this. All terms and conditions of the Agreement are non-negotiable. Any modification to the Agreement by the Proposer shall result in the Proposal being rejected. Failure to execute the Agreement and furnish the required insurance within 30 days of the Award letter date shall be just cause for the rescission of the award. If the successful Proposer refuses or fails to execute the Agreement, the City may award the Agreement to another qualified Proposer. The successful Proposer will also be required to obtain and pay for all licenses necessitated by the Proposer's operations. Prior to performing any services, Proposer and its subcontractors shall be required to have a City of Riverside Business Tax Registration valid for the life of the Agreement; and provide evidence of appropriate license.

#### Liability Insurance:

Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Agreement, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger and

shall cover commercial general and automobile liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Commercial General	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile	\$1,000,000 per occurrence
Workers Compensation	\$1,000,000 each accident

Policies or original certificates of insurance and Additional Insured Endorsement forms evidencing the coverage required by this Agreement for both commercial general and automobile liability shall be filed with City and shall include City as an additional insured.

### **Inquiries Regarding the Request for Proposal:**

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested by electronic mail and delivered to Kenneth Trettin, at ktrettin@riversideca.gov. All written questions will be answered by electronic mail and will be forwarded to Proposers identified as "Prospective Bidders" on the City's website. The final day to submit questions shall be before **5:00 p.m. on Friday, January 22<sup>nd</sup> 2016.**

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.

### **Proposal Expenses**

Respondents will be solely responsible for all costs incurred in the development and submission of this RFP.

### **Taxes**

Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this contract.



## **Addenda**

Any addenda issued during the time of bidding shall be acknowledged by signing each addendum, which will be made part of the contract. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

## **Product Pricing**

Contractor will provide a retail price list with their proposals for products to be sold in the vending machines.

## **Commission**

1. Contractor will provide a proposed detailed commission scheduled. For example, 20% commission on all products sold in the vending machines.
2. Percentage of the total gross sales amount to be paid to the City of Riverside monthly on or before the fifteenth day of the month following the month in which the sales occurred, and the extended total calculated for the fiscal year contract period per the formula on the Bid Page.
3. Revenue will be due from all machines in City owned or operated buildings, which will be considered part of this Contract. In the event the City finds additional machines that are not approved, and for which the Vendor has not paid revenue, the Vendor is responsible for all past revenue payments from the date of installation, as well as the maximum allowable interest.
4. Revenue will be a flat fixed percentage of total gross sales amounts as documented and validated on the machine sales meter.
5. No costs such as fuel charges, material fees or miscellaneous charges may be added.
6. Revenue payments must be payable on a monthly basis.

## **Refund**

Successful Bidder will provide a written refund policy including a timeline for refunds (not to exceed 10 days). Each vending machine will have contact information for refunds on damaged goods or when customers do not receive product for their money due to machine malfunctions.

## **Assurance of Freshness**

Respondents will provide procedures for assuring freshness of products on sale in the vending machine. No expired products will be offered for sale. Packages sold in vending machines will need expiration dates clearly marked on the package and easily visible to customers.

## **Policy on Stocking and Restocking Vending Machines**

Respondents will state their policies and procedures for stocking and restocking vending machines.

## **Reporting Requirements**

1. A monthly detailed report of net sales by vending machine and location with the number of products sold by the 15th day following the end of each month. Net sales is defined as the amount of sales generated by a company after the deduction of returns, allowances for damaged or missing goods and any discounts allowed. This report must be submitted along with the commission payment. Payment will be in the form of two checks: one for Park Locations and one for all other City locations.
2. Quarterly reports with percentage of healthy snacks sold.
3. Annual report summarizing the year's sales will include a list of items, sales totals, and healthy snack information with percentages by location.
4. Vendor will be required to create additional reports as requested in the future.

## **Performance**

Contractor will perform all services required under the terms and conditions of the contract.

## **Maintenance**

The Contractor will maintain all vending machines in good working order when installed and thereafter to completion of the agreement. A preventive maintenance program by the Contractor should also be in place and a copy of it included in the returned proposal. A copy of each machine inspection and or maintenance activity must be forwarded to ktrettin@riversideca.gov

City will have no liability to Contractor for maintenance of the equipment or any damage to the vending machines by a third party and Contractor will not make any claim against, or seek recovery from, the City for any loss or damage to the vending machines.

## **Proposal Format**

Respondents will submit a proposal that is clear, concise, and specifically responds to the specifications posted in this RFP. Each proposal will be submitted with the following documents as well as a cover letter signed by an authorized person:

1. Signed Cover Letter: Proposals must include a cover letter on Proposer's letterhead and signed by an individual(s) who is/are authorized to bind the Proposer. An unsigned proposal will be rejected.
2. Company Information: Provide brief information about the organization, type of legal entity, how long the organization has been in business under the current name, and a list of current directors and/or officers.
3. Description of vendor operations and services provided: Describe in detail the general operation of the organization and the scope of services, noting in particular how the organization will comply with the nutritional standards as described herein. Include topics such as maintenance and repair of vending machines, routine inspections, restocking product, product freshness, refund policy, response time to service calls, etc.
4. Experience and qualifications related to intended use and/or services provided: Based on the information provided above and in the Scope of Services, describe the organization's experience and qualifications in

providing the services proposed.

### **Scope of Services**

The successful Proposer will furnish, install, maintain, supply and remove, as needed, various vending machines in designated locations of the City for a period of three (3) years with two (2) one year renewals upon the mutual agreement of the contractor and the City.

### **Equipment**

1. Contractor will furnish, install, maintain, service, repair and/or replace the vending machines at no charge to the City, unless otherwise agreed upon;
2. Machines will be the property of the Vendor;
3. Machines will be installed, stocked, and ready for operation no later than **February 28th, 2016**
4. Contractor will be responsible for repairs due to vandalism at no cost to the City;
5. City desires vending machines to employ energy efficient technology;
6. Machines will be maintained and in proper working order at all times;
7. City will be responsible for utility payments;
8. Replacement of non-functional machines must be addressed within two (2) weeks of notification;
9. Upon expiration or termination of the contract, the Vendor must remove all machines within ten (10) business days of notification;
10. All food vending machines must comply with all Federal, State, City and City Codes.

### **Products**

1. Products must adhere to the Healthy Vending Criteria (Exhibit A);
2. Contractor will ensure that no out-of-date (expiration date expired) products remain in machines. Expiration dates must be on each of the products offered for sale in the vending machine and clearly show the month and the year of expiration;
3. The City has "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Vendor is expected to take immediate action and correct any situation where product integrity is violated;
4. Vendor will provide nutrition facts associated with the product for all items not listed on the recommended healthy item choices;

5. All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit;
6. The City will maintain a list of example product that meet the nutrition criteria as listed in this contract. This list will be updated not less than annually and available from a designated City representative. Vendor may stock additional products that meet nutritional guidelines listed in this contract;
7. The City will conduct periodic monitoring of products to ensure they meet the nutritional guidelines set forth in the contract;
8. Vendor will provide nutrition facts/nutrition labels to the City prior to stocking new products.

### **Proposal Format and Submission**

All proposals and required documents including any proposal security shall be supplied on a CD or DVD and must be submitted before **2:00 pm on January 29<sup>th</sup> 2016**.

All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for that RFP. If the Proposer is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids) then the proposal will be considered non-responsive and given no further consideration. Additionally, the proposal must be submitted under the same company name as used to subscribe to the RFP on the Electronic Bidder's List.

Please note that any hard copy proposals will not be accepted. Media containing proposals may be submitted by mail or in person but must be time stamped by the Purchasing office before the due day/time and will not be returned. All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside – Purchasing  
Attn: Art Torres (RFP No. 1572)  
City Hall, 6th Floor  
3900 Main Street  
Riverside, CA 92522

RFP NO.: 1572

DUE: January 29<sup>th</sup> 2016

BEFORE: 2:00 PM

PROJECT: Vending Machine Services At Various City Owned Facilities

Submissions shall be in an electronic format with the Proposal file saved on a DVD or CD. Please note that the device on which the Proposal file is saved will not be returned to the applicant. RFPs submitted become the property of the City. The City will not be liable for, nor pay, any costs incurred by the respondent in the preparation of a response to this Request for Proposals or any other costs involved, including travel expenses.

## **Service**

1. Vendor will respond to service calls within forty-eight (48) hours and be on-site to make the necessary repairs within three (3) business days. The names and telephone numbers of service personnel will be provided with the proposal and affixed to each machine located in a visible place. The City reserves the right to terminate the contract if Vendor does not respond to service calls for inoperative machines within forty-eight (48) hours, machines are not maintained and kept in working order, malfunctioning machines are not replaced or repaired within three (3) business days;
2. Restocking, collection of monies and preventative maintenance on all machines will be done between the hours of 8:30 a.m. and 4:30 p.m.\* Monday through Friday excluding major holidays when the City is closed;
3. City will provide consumer outreach and education regarding healthy items in vending machines;
4. City will provide assistance to Vendors (e.g. answering questions about specific products);

(\*Time is dependent on the closing time of a facility, which may vary. The actual latest time will not be within thirty (30) minutes prior to the facilities closing time.)

## **Placement of Vending Machines**

1. No independently owned vending machines will be allowed on properties where City programs are located without prior approval of the General Services Director or designee. Subject to the requirements noted in this RFP, only Vendors who have contracts with City General Services Department can operate in buildings where City programs are located, may operate snack and beverage vending machines for the sale of food and beverage items to City employees and members of the public who use the facilities.

2. The General Services Director or designee will authorize the placement of vending machines in strategic locations throughout the City where traffic patterns or other circumstances warrant their placement.
3. Vendors may recommend new machines in new locations.
  - a. General Services Director or designee must review and approve locations of new machines prior to installation.
  - b. An approval notice issued by General Services Department must be attached to all vending machines.
4. Vending machines will not obstruct or otherwise interfere with emergency exits or access areas as determined by the Fire Marshal.
5. Vending machine locations will comply with Federal and State regulations governing ADA access and will not obstruct or otherwise interfere with any path of travel, facility access or areas used within the facility.
6. Vending machines must be securely fastened to the wall, floor, other structure, or otherwise secured in such a way as to prevent it from being rocked, bounced or tipped.
7. Placement of machine will not obstruct the flow of foot traffic.
8. Failure to comply with these provisions may result in removal or disablement of the vending machine at Vendor's expense.

## **Facility Requirements**

### General Facility Requirements

1. No modification to building structure, electrical systems, plumbing, or any other part of the physical plant of any City building may be performed without prior approval from the General Services Department, Building Services Division.
2. In the case of a property leased by the City, the Real Property Agent assigned to the property will perform additional review of proposed facility modifications. All authorized modifications will be at the expense of the vending machine owner, unless otherwise agreed upon by the City.

### Plumbing

1. For machines that require an external water source, connections must be made from a City potable water supply. In the event this is not possible, the Vendor will be responsible for establishment of an alternative source with prior approval from the City.

2. Plumbing installation, when needed will include valves and backflow prevention devices that comply with State and local code requirements. Fixtures and other installations are expected to appear neat and professional.

#### Electrical

1. All vending machines utilizing electrical power will be grounded with an approved three-wire cord and plug. All vending machines containing perishable foods must have a lock on the power cord plug to prevent accidental or intentional disconnection.
2. Vending machines must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards. The vending machine owner is responsible for installation of electrical circuits when there are no existing circuits available or if existing circuits are inadequate.

#### Energy Efficient Timer

All machines will have an electronic timer, occupancy sensors and controller that allow each specific location to set the time of operation which will shut off lighting in the machine and cycles compressor to maintain product temperature. Compressor cycle intervals must be reduced during business hours, weekends, and holidays when no office staff is present

#### **Food and Beverage Operations**

1. The City desires that machines accept a wide variety of payment options.
2. The areas surrounding all machines are to be kept clean with proper waste and recycling receptacles provided in the immediate areas
3. All food vending machines must comply with all applicable Health and Safety Codes.
4. Machines not complying with the above criteria will be removed from service
5. Vending machines must be well stocked with no more than 10% of the shelves being empty of product for more than five (5) days.
6. Machines need not be new, but will be modern and modular in design, in good working order, adequate size and capacity



suitable for each location, clean, stable, efficient and otherwise suitable for its intended purpose.

7. Each machine will be equipped with an electronic digital sales counter to record all sales in dollars made during the month, totals will be considered the "Total Gross Sales Amount".

### **Product List**

Vendor will stock only products that meet criteria listed in Exhibit A.

### **Locations**

Contractor will place vending machines only in locations designated by the City. An initial list of these locations is supplied herewith. However, the City reserves the right at its sole discretion to add or subtract from the total number of machines in place at any given time. See the attached Exhibit "B".

### **Use of City Facilities**

Successful bidder will agree to the following:

1. Make no other use of designated premises than the purpose outlined in this RFP
2. Operate first class vending machines at all City facilities
3. Keep vending machines at all City locations properly stocked and operational for business from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays and weekends.
4. Abide by all applicable Federal, State, or local laws, statutes, regulations or ordinances concerning the operation of vending machines as described in this RFP

### **Award Agreement**

Upon completion of the review period, the City will notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified may be contacted for an interview and negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer's failure to respond to direction from the City may lead to a rejection of the Proposal.

If the City determines after further evaluation and negotiation, to award the Agreement, a Professional Services Contract will be sent to the successful Proposer for the Proposer's signature. No proposal will be binding upon the City until after the Agreement is signed by duly authorized representatives of both Applicant and the City.

### **Proposals are Public Records**

California Government Code Section 6250, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records will be disclosed upon request and any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Proposer, or rejects all proposals, the City will consider each proposal subject to the public disclosure requirements of the California Public Records Act. Each Proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal becomes the property of City of Riverside.

### **Audits**

The City has the right to make periodic audits and inspections of Contractor records of gross receipts at any reasonable time without notice. An audit may include, but is not limited to, inventory control at all applicable locations, vending food service personnel accounting controls, methods of recording, checking and reporting sales, route and internal control of cash handling, internal audit, accounting and cash collection, commission statements, etc. In addition, City will require supplementary information as needed to perform and conclude an audit. Contractor must keep and maintain all such records for a period of three (3) years.

## **Exhibit "A" Guidelines**

### **Nutrient Specifications**

#### **Beverages**

Beverages offered in each vending machine shall meet all the following criteria:

- Fruit-based and vegetable-based drinks that are at least 50% fruit or vegetable juice without added sweeteners and do not exceed 12 fluid oz.
- Water, including carbonated water products, with no added sweetener
- 2%, 1%, and nonfat milk with less than 3 grams of saturated fat per 8 oz., less than 38% calories from fat, less than or equal to 13 grams of sugar per 8 oz., and does not exceed 12 fluid oz.
- Calcium fortified soy milk, almond milk, rice milk, and other similar plant-derived milk beverages without added sweetener. For every 8 ounces, less than 12 grams of naturally-occurring sugar; at least 6 grams of protein; at least 250 mg of calcium; and less 5 grams of fat
- All other beverages that are low calorie (40 calories or less per container)
- 100% vegetable juice (limited to a maximum of 12-ounce container, no added sweeteners, and less than 230 milligrams of sodium per 8 ounce serving)

#### **Snacks**

Snack food items offered in each vending machine shall meet all the following criteria for each individual package:

- No more than 200 calories
- No more than 35% calories from fat (excluding legumes, nuts, nut butters, seeds, trail mixes which include nuts, eggs, non-fried vegetables, and cheese packaged for individual sale)
- No more than 10% of calories from saturated fat (excluding eggs or cheese packaged for individual sale)
- No Trans fats
- No more than 35% sugar by weight (not including any fruits and vegetables processed without sugar; canned fruit must be packed in 100% fruit juice or water)
- 1%, 2%, or fat-free yogurt with no added sweeteners
- Sodium content of 230mg or less per portion as packaged

#### **Additional Criteria**

1. At least 1 item in all snack vending machines must meet the FDA definition of "low sodium" (less than 140 mg of sodium per serving for a snack). The lower sodium item should be identified on a label or sign visible from the vending machine window.
2. At least 1 item in all snack vending machine should contain at least 5 grams of dietary fiber per serving. The higher fiber item should be identified on a label or sign visible from the vending machine window.
3. Vending machine promotional advertisements shall only promote items that meet the nutritional standards outlined above.

## **Exhibit "B" Locations**

### **Park Locations**

1. Bobby Bonds Park, (Cesar Chavez Community Center) 2050 University Avenue, 92507
2. Bordwell Park (Stratton Community Center) 2008 Martin Luther King Blvd. 92507
3. Bryant Park (Arlanza Community Center) 7950 Philbin Avenue, 92503
4. Orange Terrace Park (Orange Terrace Community Center) 20010 Orange Terrace Parkway, 92508
5. Villegas Park (Ysmael Villegas Community Center) 3091 Esperanza Street, 92504
6. La Sierra Park (La Sierra Community Center) 5215 La Sierra Avenue, 92505
7. Nichols Park (Nichols Community Center) 5505 Dewey Avenue, 92504

### **Other Locations**

1. Corporation Yard 8095 Lincoln Ave 92503
2. Riverside Public Library 3581 Mission Inn Avenue 92501
3. Riverside Police Department 4102 Orange Street 92501
4. Water Quality Control Plant 5950 Acorn Street 92503
5. Police Field Operations 8181 Lincoln Avenue 92503
6. Riverside Airport 6951 Flight Road 92503

7. Orange Square Public Utilities 3901 Orange Street 92501
8. Mission Square Public Utilities 3750 University Ave 92501
9. Public Utilities 3920 Mulberry Street 92501
10. Community Development 2880 Hulen Place 92507
11. Riverside Police 10560 Magnolia Ave 92505



## Exhibit "C" Statement of Experience

### SECTION A

---

Business \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ License # \_\_\_\_\_

Business Status:

\_\_\_\_ Non Profit Corporation

\_\_\_\_ Corporation      State of Incorporation: \_\_\_\_\_

\_\_\_\_ General Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Sole Proprietorship

Name and title of an Officer or owner authorized to sign this proposal and any contract with the City that may result.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SECTION B**

---

Number of years in business under present business name:

\_\_\_\_\_

Other Business Name(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Include number of years under prior name on lines above.

**SECTION C**

---

Number of years of experience in providing required, equivalent, or related projects: \_\_\_\_\_

**SECTION D**

Similar projects completed during the last five years (include period of time, services, amount paid, location, agency name)? (Attach a separate sheet if necessary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

**SECTION E**

Have you, or your agency failed or refused to complete a contract?

YES \_\_\_\_\_ No \_\_\_\_\_ If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION F**

Is your firm authorized to do business in the State of California? \_\_\_\_\_



**SECTION G**

---

Is your firm a State of California registered small business? \_\_\_\_\_

**SECTION H**

---

Is your firm local Business? \_\_Yes\_\_\_\_No

**SECTION I**

---

Explain any litigation similar to the services requested by this proposal involving you, or your agency, or any principle officer(s) thereof:

**SECTION J**

---

List the names and titles of the key personnel who would be assigned to the Project.

**Classification**

## **SECTION K**

List all required business and professional licenses that pertain to this Project  
(License Number, Type, and Expiration Date)

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## **SECTION L**

Do you and your agency agree to provide additional information as required by  
the City to make an informed determination of qualifications?

(Answer yes or no) \_\_\_\_\_

By signing this Statement of Experience, you are certifying that all information  
provided on this form and contained within your proposal are true, and you  
acknowledge that if the proposal contains any false statements, the City may  
declare any contract or agreement made as a result of the proposal to be void.

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

Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Exhibit "D" Consumer References

Company Name:	Contact Person:
Address:	Phone:
City, State, Zip:	Email:
Services Provided:	Dates of Service:

Company Name:	Contact Person:
Address:	Phone:
City, State, Zip:	Email:
Services Provided:	Dates of Service:

Company Name:	Contact Person:
Address:	Phone:
City, State, Zip:	Email:
Services Provided:	Dates of Service:

## Exhibit E: DOCUMENTATION OF SALES and COMMISSION PAID

---

*Your Company Name Goes Here*

### PROPOSED DOCUMENTATION OF SALES

Describe your method of documenting sales of vending products for the purpose of payment of commission to the City of Riverside: *Attach additional sheets as required*

Remarks (any remarks you would care to make)

*Attach additional sheets as required*

I certify that the statements made by me in my Proposal are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I agree misstatements or omissions of material fact may cause forfeiture of my rights to contract with the City of Riverside.

---

Name and Title

## Exhibit "F" PRODUCTS LIST

---

Your Company Name Goes Here

Please list initial products for machines. Product list may change in accordance with consumer demand and nutritional guidelines set forth in this contract. Please attach a nutritional analysis for all items not listed on the Recommended Product Listed. (Attach additional sheets as necessary).

Container/Beverage/Entrée Description	Size	# of Slots	Vend Price



## Exhibit "G" EQUIPMENT LIST

#	Model Name and Number	Make	Qty.	Vends (Coins, Bottles, Food Snacks)	Number of Selections	Total Number of Items	Type of Monetary Acceptance (Bills, Coins, Credit Cards)	Type of Energy Sensor / Applicable

Authorized Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Exhibit H: ANTI-COLLUSION  
STATEMENT**

By signing this form, the Bidder agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud. IT IS AGREED BY THE UNDERSIGNED BIDDER, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT Will REPRESENT THE AGREEMENT BETWEEN THE BIDDER AND THE CITY.

Name of Company \_\_\_\_\_

Sign in ink in the space provided below

**SIGNED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_



**Exhibit I:            Immigration Status Form**

I hereby attest that all workers on this Project will be either citizens of the United States or will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

**Firm Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Authorized Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**City of Riverside  
Healthier Food and Beverage Guidelines  
Nutrient Specifications**

**Beverages**

- Fruit or Vegetable Juice:
  - 100% juice
  - No added sweeteners
- Milk: not applicable
- Water Products:
  - No added sweeteners
- Low-calorie Electrolyte Replacement Beverages (i.e., Sports Drinks)
  - Water as first ingredient
  - ≤ 16.8 grams added sweetener/8 fl. oz.
  - ≤ 40 calories/8 fl. oz.
  - 10-150 mg Na+/8 fl. oz.
  - 10-90 mg K+/8 fl. oz.
  - No added caffeine
- Teas
  - Contain 40 calories or less per 8 fl. oz.

**Snacks**

Snack food items offered in each vending machine shall meet all the following criteria for each individual package:

- No more than 200 calories
- No more than 35% calories from fat (excluding legumes, nuts, nut butters, seeds, trail mixes which include nuts, eggs, non-fried vegetables, and cheese packaged for individual sale)
- No more than 10% of calories from saturated fat (excluding eggs or cheese packaged for individual sale)
- No trans fats
- No more than 35% sugar by weight (not including any fruits and vegetables processed without sugar; canned fruit must be packed in 100% fruit juice or water)
- 1%, 2%, or fat-free yogurt with no added sweeteners
- Sodium content of 230mg or less per portion as packaged

**Additional Criteria**

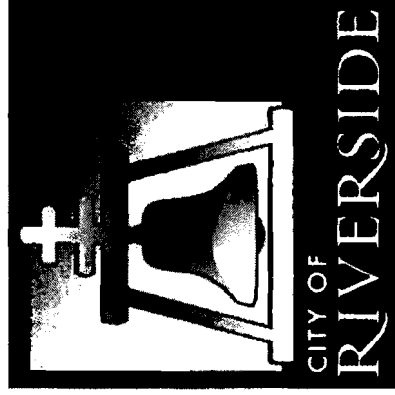
- At least 1 item in all snack vending machines must meet the FDA definition of "low sodium" (less than 140 mg of sodium per serving for a snack). The lower sodium item should be identified on a label or sign visible from the vending machine window.
- At least 1 item in all snack vending machine should contain at least 5 grams of dietary fiber per serving. The higher fiber item should be identified on a label or sign visible from the vending machine window.
- Vending machine promotional advertisements shall only promote items that meet the nutritional standards outlined above.



# FIRSTCLASSVENDING

## VENDING SERVICE PROPOSAL

Prepared Exclusively For



**RFP 1572**

**Vending Machine Services at Various City Owned Facilities**

January 28, 2016

City of Riverside – Purchasing Division  
Art Torres  
3900 Main Street, 6<sup>th</sup> Floor  
Riverside, CA 92522

**RE: RFP 1572-Vending Services**

Dear Art:

On behalf of the entire First Class Vending organization, I would like to thank you for the opportunity to submit our vending services proposal to City of Riverside.

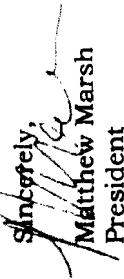
In this proposal we have endeavored to convey not only our innovative operational details, but also the enthusiasm, professionalism and experience that our First Class Vending team bring to you.

We pride ourselves in being the largest independently owned and operated vending company covering California and Nevada. By remaining immune from large corporate infrastructure, we are able to offer you close, personal attention all while maintaining an excellent level of service. Our key features include:

- \* *State-Of-The-Art Vending Equipment*
- \* *Excellent Health & Wellness Program*
- \* *Reputable Technology Dex-Equipment for Fiscal Accountability*
- \* *Valued Name-Brand Product Availability*
- \* *Impeccable Customer Service*
- \* *Competitive Pricing*
- \* *Exceptional Service Standards*

Since it's inception in 1994, we have grown from one vending machine, to thousands of vending machines currently installed and it would give us great pleasure to add you to our prestigious clientele list.

Everything in our proposal is open to discussion. Please do not hesitate to let us know what we can do to earn your business. We would appreciate the honor to be selected as your vending services supplier, and will dedicate ourselves to exceeding your expectations.

Sincerely,  
  
Matthew Marsh  
President

First Class Vending, Inc.  
matt@firstclassvending.com  
213 305-7814 Direct

**VISIT US ON THE WEB... [www.firstclassvending.com](http://www.firstclassvending.com)**

**FIRSTCLASSVENDING**



**Exhibit "C"**  
**Statement of Experience**

**SECTION A**

Business FIRST CLASS Vending Inc. Phone 323 268 7632

Address: 6875 SUVA STREET

City: Bell Gardens State: CA Zip 90201

Federal Tax ID # 95 4479625 License # 00169287

**Business Status:**

☐ Non Profit Corporation

☒ Corporation State of Incorporation: CA

☐ General Partnership

☐ Limited Partnership

☐ Sole Proprietorship

Name and title of an Officer or owner authorized to sign this proposal and any contract with the City that may result.

Name: Matthew Marsh Title: President

**SECTION B**

Number of years in business under present business name:

21 years +

Other Business Name(s):

Ø

Include number of years under prior name on lines above. n/a

**SECTION C**

Number of years of experience in providing required, equivalent, or related projects: 21 years +

## SECTION D

Similar projects completed during the last five years (include name of firm, services, amount paid by owner, agency, etc.). Attach copies of contract if necessary.

- 1 Riverside Comm College (2002 - Present, Vending) \$10,000
- 2 San Bern Co Sheriff's Dept (2002 - Present, Vending) \$10,000
- 3 UC + Irvine (2002 - Present, Vending) \$20,000
- 4 Redlands Un. Fire Sch. Dist (2002 - Present, Vending) \$10,000
- 5 Univ of CA Riverside (2002 - Present, Vending) \$10,000

## SECTION E

Have you, or your agency, failed or refused to complete a contract?

YES

No



If yes, explain:

1. 2. 3.

## SECTION F

Is your firm authorized to do business in the State of California? Yes

## SECTION G

Is your firm a State of California registered small business? No

## SECTION H

Is your firm local Business? ☒ Yes ☐ No Corp Office = Bell Gardens, CA  
Site Offices = Fontana, CA  
Milpitas, CA

## SECTION I

Explain any litigation similar to the services requested by this proposal involving you, or your agency, or any principle officer(s) thereof:

None

## SECTION J

List the names and titles of the key personnel who would be assigned to the Project.

### **Classification**

<u>Matthew Marsh</u>	<u>President (contract signer)</u>
<u>Dave Dunnicliffe</u>	<u>Client Manager (Day to Day Ops)</u>
<u>Miguel Calderone</u>	<u>Regl Manager (Oversee's Service)</u>
<u>Marcel Micopie</u>	<u>Rt Manager (Over Rtrn)</u>



## **SECTION K**

---

List all required business and professional licenses that pertain to this Project  
(License Number, Type, and Expiration Date)

## **SECTION L**

---

Do you and your agency agree to provide additional information as required by  
the City to make an informed determination of qualifications?

(Answer yes or no) yes

By signing this Statement of Experience, you are certifying that all information  
provided on this form and contained within your proposal are true, and you  
acknowledge that if the proposal contains any false statements, the City may  
declare any contract or agreement made as a result of the proposal to be void.

Signature:  Date: 01-21-2016

Authorized Name: Matthew Marsh

Title: President

### Exhibit "D" Consumer References

<b>Company Name:</b> Redlands Unified School District	<b>Contact Person:</b> Carol Coedeker
<b>Address:</b> PO Box 3008	<b>Phone:</b> 909 307-6716
<b>City, State, Zip:</b> Redlands, CA 92373	<b>Email:</b> Carol.Coedeker@redlands.k12.ca.us
<b>Services Provided:</b> Full-Line Vending	<b>Dates of Service:</b> 2008-Present

<b>Company Name:</b> Hanes Brands	<b>Contact Person:</b> Doug Childers
<b>Address:</b> 3700 Indian Ave	<b>Phone:</b> 951 238-3813
<b>City, State, Zip:</b> Perris, CA 92572	<b>Email:</b> douglass.childers@hanes.com
<b>Services Provided:</b> Full-Line Vending	<b>Dates of Service:</b> 2012-Present

<b>Company Name:</b> Auto Zone	<b>Contact Person:</b> Lori Powers
<b>Address:</b> 1800 S. Wineville Ave	<b>Phone:</b> 909 605-8301
<b>City, State, Zip:</b> Ontario, CA 91761	<b>Email:</b> lori.powers@autozone.com
<b>Services Provided:</b> Full-Line Vending, After-Market	<b>Dates of Service:</b> 2012-Present

**Exhibit E: DOCUMENTATION OF SALES and COMMISSION PAID**

First Class Vending, Inc.  
*Your Company Name Goes Here*

**PROPOSED DOCUMENTATION OF SALES**

Describe your method of documenting sales of vending products for the purpose of payment of commission to the City of Riverside: *Attach additional sheets as required*

Remarks (any remarks you would care to make)

*Attach additional sheets as required*

By utilizing DEX system hand-held devices to  
upload computerized sales data info directly  
to our server + balancing all monies collected  
accordingly

I certify that the statements made by me in my Proposal are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

I agree misstatements or omissions of material fact may cause forfeiture of my rights to contract with the City of Riverside.

Matthew Marsh President  
Name and Title

# Exhibit "F" PRODUCTS LIST

First Class Vending, Inc.

Your Company Name Goes Here

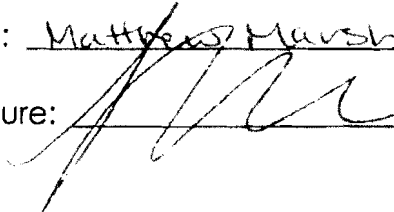
Please list initial products for machines. Product list may change in accordance with consumer demand and nutritional guidelines set forth in this contract. Please attach a nutritional analysis for all items not listed on the Recommended Product Listed. (Attach additional sheets as necessary).

Container/Beverage/Entrée Description	Size	# of Slots	Vend Price
Beverage - Cans - Soda	12oz	1-10	\$ 1.25
Beverage - Bottles - Soda	20oz	1-10	\$ 1.75
Beverage - Bottles - Water	20oz	1-8	\$ 1.75
Beverage - Isotonics	20oz	1-8	\$ 2.00
Beverage - Energy Drinks	8-16oz	1-4	\$ 3.00
Beverage - Hot Coffee, Decaf	8oz	1-4	\$ .65
Beverage - Hot Coffee, Decaf	12oz	1-4	\$ .80
Beverage - Hot Flavors	8oz	1-7	\$ .75
Beverage - Hot Flavors	12oz	1-7	\$ .90
Chips (Key® Healthier)	1.5-2oz	1-10	\$ 1.25
Cookies Sm/Lg	1.5-2.75oz	1-3	\$ 1.25 / \$ 1.35
Candy - Reg	1-2.1oz	10	\$ 1.35
Candy - Lg	2-4.5oz	1-5	\$ 1.75
Gum/Mints	.70-.85oz	3/2	\$ 1.00
Trail Mixes	2oz	1	\$ 1.50
Pastries	3-5oz	1-3	\$ 1.50
Snacks Sm/Lg	2-4oz	1-7	\$ 1.25 / \$ 1.35

Pop Tarts		1-2	\$ 1.50
Beef Jerky		1	\$ 1.75
Juice - Cans	12oz	1-5	\$ 1.50
Juice - Bottles	16oz +	1-5	\$ 2.00
Cold Coffee - Cans		1-3	\$ 2.75
Tens - Cans		1-3	\$ 1.50
Tens - Bottles		1-3	\$ 2.75
Snuggles		1-3	\$ 2.75
Vitamin Water		1-3	\$ 3.00
Original NY Seltzer		1-3	\$ 2.50
TOTAL SLOTS * SEE NOTES BELOW			

Name: Matthew Marsh

Title: President

Signature: 

Date: 01-21-2016

\* product selections & slot numbers are based upon equipment used & healthy percentage being utilized.



Any food sold in schools must:

- Be a whole grain rich grain product or
- Have as the first ingredient a fruit or vegetable as a primary product, or a protein food or
- Be a combination food that contains at least 1/4 cup of fruit and/or vegetable or

• Contain 10% of the Daily Value (DV) for 1

the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (Calcium, potassium, vitamin D, or dietary fiber)

• Have 100

Snack items < 200 calories  
Entree items < 350 calories

• Sugar limit

• Fat limit  
Total fat: 35% of calories  
Saturated fat: 10% of calories  
Trans fat: 0 grams



# NUTRITIONALS

Manufacturer	Item Name	Pack Size	Total Grams	Calories Max July 1, 2014 = 200	Total Calories from Fat	Total Fat (g)	% Fat in cal. Max=35% (Fat Exempt for High Protein)	Total Sat. Fat (g)	% Sat. Fat in cal. Max=10%	Total Sugar (g)	% Sugar by wt. Max=35%	Total Sodium (mg) Snacks < 230 Entrees < 350	Total Fiber (g)	2014/ 2015 K12 Approval & Reason
180 Snacks	Blueberry Pomegranate Clusters	102&20	28	140	90	10	64%	1.5	10%	5	18%	115	1	Nuts/Protein
180 Snacks	Cranberry Pomegranate Clusters	102&20	28	140	90	10	64%	1.5	10%	5	18%	115	1	Nuts/Protein
180 Snacks	Almond Cashew with Pumpkin Seed Clusters	102&20	35	150	90	10	60%	1.5	9%	5	14%	105	1	Nuts/Protein
Biscuits	Whole Grain Basil's Choc. Chip Mini Bites NTF	1.50z	43	160	35	3.5	22%	1.5	8%	14	33%	50	2	Whole Grain
Buzz Strong	Whole Grain Chocolate Chip Cookie	1.50z	43	150	40	4	27%	1	6%	11	26%	140	4	Whole Grain
Cliff Z Bar Kids	Organic Chocolate Chip	1.27oz	36	120	30	3	25%	1	8%	12	33%	95	3	Fiber
Cliff Z Bar Kids	Organic Honey Graham	1.27oz	36	120	20	2.5	17%	0.5	4%	10	28%	95	3	Fiber
Cliff Z Bar Kids	Organic Peanut Butter	1.27oz	36	130	45	5	35%	1	7%	9	25%	180	3	Fiber
Cliff Z Bar Kids	Organic Chocolate Brownie	1.27oz	36	120	30	3.5	25%	1	8%	11	31%	135	3	Fiber
Cliff Z Bar Kids	Organic Iced Oatmeal Cookie	1.27oz	35	130	35	4	27%	1	7%	12	34%	115	3	Fiber
Cliff Z Bar Kids	Organic S'mores	1.27oz	36	120	30	3.5	25%	1	8%	12	33%	85	3	Fiber
Darlington	Appleways Apple Oatmeal Bar	1.2oz	34	140	35	4	25%	1.5	10%	9	26%	85	1	Whole Grain
Darlington	Appleways Oatmeal Chocolate Chip Bar	1.2oz	34	130	35	3.5	27%	1	7%	10	29%	75	1	Whole Grain
Darlington	Appleways Strawberry Oatmeal Bar	1.2oz	34	140	35	4	25%	1.5	10%	9	26%	85	1	Whole Grain
Kellogg's	Rice Krispies Treat w/ Whole Grain	1.41oz	40	160	35	4	22%	1	6%	10	25%	120	<1	Whole Grain
Kellogg's	Cheezit Made w/ Whole Grain 1oz	1oz	28	130	40	4.5	31%	1	7%	0	0%	200	2	Whole Grain
Kellogg's	Nutri-Grain Strawberry	1.3oz	37	120	30	3	25%	0.5	4%	11	30%	125	3	Whole Grain
Kellogg's	Nutri-Grain Raspberry	1.3oz	37	120	30	3	25%	0.5	4%	12	32%	110	3	Whole Grain
Kellogg's	Nutri-Grain Apple Cinnamon	1.3oz	37	120	30	3	25%	0.5	4%	12	32%	110	3	Whole Grain
Kellogg's	Nutri-Grain Blueberry	1.3oz	37	120	30	3	25%	0.5	4%	12	32%	110	3	Whole Grain
Kellogg's	Special K Cracker Chips-Honey BBQ	0.87oz	25	90	20	2	22%	0	0%	2	8%	180	2	1st Ing Veg
Kellogg's	Special K Crk Chips-Cheddar	0.87oz	25	90	20	2.5	22%	0.5	5%	1	4%	190	2	1st Ing Veg
Kellogg's	Whole Grain PopTart-Frosted Cinnamon	7.6oz 1p	50	180	25	2.5	14%	1	5%	15	30%	190	3	Whole Grain
Kellogg's	Whole Grain PopTart-Frosted Strawberry	7.6oz 1p	50	180	20	2.5	11%	1	5%	15	30%	180	3	Whole Grain
Medora Snacks	PopCorners Sea Salt	1.1oz	32	140	30	3.5	21%	0	0%	0	0%	190	0	1st Ing Veg
Mr. Nature*	Unsalted Milk n Yogurt*	1.75oz	49.5	143	74	8	52%	2	13%	9	18%	6	2	Nuts/Protein
Sconza*	School Pack Sour Gummy Worms*	2oz	57	190	0	0	0%	0	0%	17	30%	4	9	Fiber
General Mills	Trix Cereal Bar	1.41oz	40	150	30	0	20%	0.5	3%	9	23%	110	0	Whole Grain
General Mills	Cocoa Puffs Cereal Bar	1.41oz	40	150	30	0	20%	0.5	3%	9	23%	110	0	Whole Grain
General Mills	NV Crunchy Granola Bar, Oats' n Honey	1.48oz	42	190	60	6	32%	0.5	2%	12	29%	160	0	Whole Grain
General Mills	Cinn Toast Crunch Cereal Bar	1.41oz	40	150	30	3	20%	0.5	3%	8	20%	115	0	Whole Grain
General Mills	Fruity Cheerios Cereal Bar	1.41oz	40	150	30	3	20%	0.5	3%	9	23%	105	0	Whole Grain
General Mills	Cinn Toast Crunch Crisps Pouch	1oz	28	110	25	3	23%	0.5	4%	8	29%	160	0	Whole Grain Wheat
Herr's	Good Natural Baked Multigrain Crisps Original Grains w/Sea Salt	1oz	28	120	25	2.5	21%	0	0%	2	7%	170	0	Dried Potato
PepsiCo	Oven Baked Cheetos Crunchy Cheese Snacks	8.75oz	24.8	120	40	4.5	33%	0.5	4%	0	0%	200	0	DV Calcium
PepsiCo	Baked Cheetos Flamin' Hot	8.75oz	24.8	120	40	4.5	33%	0.5	4%	0	0%	190	0	DV Calcium
PepsiCo	Baked Lays Potato Crisps Regular	1.125oz	31.8	130	20	2	15%	0	0%	2	6%	150	2	Dried Potato
PepsiCo	Cheddar & Sour Cream Potato Chip	.8oz	23	100	30	3.5	30%	0	0%	1	4%	160	1	Dried Potato
PepsiCo	BBQ Potato Chip	.8oz	23	100	30	3.5	30%	0	0%	2	9%	160	1	Dried Potato
PepsiCo	Nacho Cheese Tortilla Chip	1oz	28	120	35	4	29%	0.5	1%	1	4%	190	2	Dried Potato
PepsiCo	Original Potato Chip	.8oz	23	100	30	3	30%	0	0%	0	0%	160	1	Dried Potato
PepsiCo	Sea Salt & Vinegar Chip	.8oz	23	100	30	3	30%	0	0%	0	0%	140	1	Dried Potato
PepsiCo	Sour Cream & Onion Potato Chip	.8oz	23	100	30	3.5	30%	0	0%	1	4%	160	1	Dried Potato
PepsiCo	Sweet Potato Chip	.8oz	23	100	30	3	30%	0	0%	2	9%	95	1	Dried Potato
Welch's	Welch's Fruit Snacks Mixed Fruit	1.5oz	43	130	0	0	0%	0	0%	15	35%	20	3	1st Ing Fruit

## \*EXEMPTIONS:

- Nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit.
- Fruit and non-fried vegetables are exempt from the sugar restriction.
- Dried blueberries, cranberries, cherries, and tropical fruit that contain added sugar are exempt from the sugar restriction.



- Any food sold in schools must:
  - Be a whole grain-rich grain product or
  - Have as the first ingredient a fruit or vegetable as
  - main product or a protein food or
  - Be a combination food that contains at least 1/2 cup of fruit and/or vegetable or

- Corr 10 of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, Vitamin D, or dietary fiber)

- Calorie limits  
Snack items ≤ 200 calories  
Entree items ≤ 350 calories

- Sugar limit  
≤ 45% of weight from total sugars in foods
- Fat limits  
Total fat: 35% of calories  
Saturated fat: 10% of calories  
Trans fat: zero grams



Manufacturer	Item Name	Pack Size	Total Grams	Total Calories Max July 1, 2014 = 200	Total Calories from Fat	Total Fat (g)	% Fat in cal. Max = 35% (Fat Example for Meat Products)	Total Sat. Fat Sat. Fat (g)	% Sat. Fat in cal. Max = 10%	Total Sugar (g)	% Sugar by wt Max = 35%	Total Sodium (mg) Snacks ≤ 230 Entrees ≤ 350	Total Fiber (g)	2014/ 2015 K12 Approval & Reason
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## BEVERAGES

Compliant Beverages are: • 2%, 1% or Non-fat milk, soy milk, rice milk or a similar non-dairy item

• Water with no added sweetener • 100% Fruit or Vegetable Juice with no added sweetener

Campbell's V8	V8 100% Vegetable Juice	11.5oz	347	70	0	0	0%	0	0%	9	3%	920	3	100% Juice
Campbell's V8	V8 100% Vegetable Juice Spicy Hot	11.5oz	349	70	0	0	0%	0	0%	10	3%	980	3	100% Juice
Nestle Waters	Arrowhead Mt. Spring Water	16floz	454	0	0	0	0%	0	0%	0	0%	0	0	Plain Water
Nestle Waters	Nestle Pure Life Plain Water	16floz	454	0	0	0	0%	0	0%	0	0%	0	0	Plain Water
Weich's	100% Apple Juice	11.5floz	340	160	0	0	0%	0	0%	39	11%	35	0	100% Juice
Weich's	100% Orange Juice	11.5floz	340	170	0	0	0%	0	0%	41	12%	30	0	100% Juice
Weich's	100% Grape Juice	11.5floz	340	200	0	0	0%	0	0%	51	15%	20	0	100% Juice
PepsiCo	Gatorade G2	12oz	340	30	0	0	0%	0	0%	7	0%	160	0	12oz Size
PepsiCo	Propel	17oz	479	0	0	0	0%	0	0%	0	0%	170	0	Water
PepsiCo	Aquafina Water	20oz	567	0	0	0	0%	0	0%	0	0%	0	0	Water
Coca Cola	Dasani Water	20oz	567	0	0	0	0%	0	0%	0	0%	0	0	Water
Coca Cola	Powerade Zero	20oz	567	0	0	0	0%	0	0%	0	0%	250	0	Isotonic
Coca Cola	Vitamin Water Zeros	20oz	567	0	0	0	0%	0	0%	0	0%	0	0	Water (HS Size Only)
Crystal Geyser	Crystal Geyser	18oz	532ml	0	0	0	0%	0	0%	0	0%	70	0	Water (HS Size Only)



# Exhibit "G" EQUIPMENT LIST -options

#	Model Name and Number	Make	Qty.	Vends (Cans, Bottles, Food, Snacks)	Number of Selections	Total Number of Items	Type of Monetary Acceptance (Bills, Coins, Credit Cards)	Type of Energy Sensor, if Applicable
*	Crane National Vendors 167	Snack center one	*	Snacks	35 to 45	35 to 45	Bills, Coins, Pay Range Cashless	115v 60hz 10w 3amp CULUS rated
*	Vendo V21 / 721	721	*	Cans, Bottles	12	12	" "	115v 60hz 10amp CULUS rated
*	Royal Vendors 6111	660	*	Cans, Bottles	12	12	" "	115v 60hz 10/12amp CULUS rated
*	Crane National Vendors	673	*	Cup	up to 12	up to 12	" "	115v 60hz 15amp CULUS rated

Authorized Name: Matthew Marsh Title: President

Signature:  Date: 01-21-2016

\* exact amounts \* equipment used is based upon each sites survey/needs \* what is able to be utilized in spacing, health requirements, electrical availability, etc. see proposal on specifics of vending equipment



**Exhibit H: ANTI-COLLUSION  
STATEMENT**

By signing this form, the Bidder agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud. IT IS AGREED BY THE UNDERSIGNED BIDDER, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT Will REPRESENT THE AGREEMENT BETWEEN THE BIDDER AND THE CITY.

Name of Company First Class Vending, Inc.

Sign in ink in the space provided below

SIGNED BY: 

TITLE: President

ADDRESS 6875 Suva Street

CITY Bell Gardens STATE: CA

TELEPHONE: 323 268-7632

**Exhibit I:            Immigration Status Form**

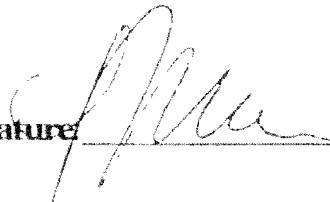
I hereby attest that all workers on this Project will be either citizens of the United States or will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

**Firm Name:** First Class Vending, Inc.

**Address:** 6875 Suva Street

**City:** Bell Gardens **State:** CA **Zip:** 90201

**Authorized Name:** Matthew Marsh **Title:** President

**Signature:**  **Date:** 01-21-2016

**Witness:** John Cook, Corp Admin



# CERTIFICATE OF LIABILITY INSURANCE

FIRSTC3 OP ID: T1

DATE (MM/DD/YYYY)

02/19/2015

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

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

PRODUCER Wateridge Insurance Services 10717 Sorrento Valley Rd. San Diego, CA 92121 John A. Dorris	CONTACT NAME: Andrea Beams PHONE (A/C No. Ext): 858-200-3347 FAX (A/C No.): 858-200-3348 E-MAIL: Abeams@wateridge.com ADDRESS: [blank]
INSURED First Class Vending, Inc. 6875 Suva Street Bell Gardens, CA 90201	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic General Ins. Corp. NAIC #: 24139 INSURER B: Great American Ins. Company 16691 INSURER C: Federal Insurance Company 20281 INSURER D: Hartford Fire Insurance Co 19682 INSURER E: [blank] INSURER F: [blank]

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY303648	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB303647	03/01/2015	03/01/2016	COMBINED SINGLE LIM (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENT \$ 10,000			TUU461527600	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 10,000,000 \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PR RET E CERMENGE E (Mandatory in NH) as ds g D SCRIPT N F PE T	Y/N	N/A	MWC30364600	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C	Crime			82254858	03/01/2015	03/01/2016	Crime \$ 1,000,000
D	BPP/RC/Special			72UUNPR3903	03/01/2015	03/01/2016	Mis Equi \$ 1,885,500

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

## CERTIFICATE HOLDER

## CANCELLATION

PROOF OF INSURANCE	PROOF OF
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Dorris

## COMPANY INFORMATION

**About Us.....**First Class Vending is an incorporated family owned and operated business.

Founded by owners Matthew and Ryan Marsh in 1994, First Class Vending has remained immune from large corporate infrastructure. Matthew, Ryan and the family of executives and employees are completely accessible to clients and to each other. Your entire team is truly ***"one call away"*** at all times.

We instill family values throughout the company and offer outstanding benefits which have resulted in retaining key personnel and low turnover. Most employees have been with the company for many years.

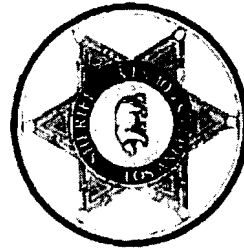
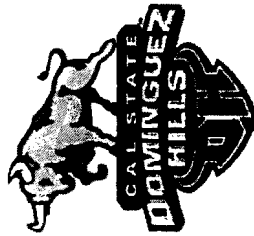
First Class Vending has built a solid team of professional Operations Managers, Technicians, Route Drivers, Client Relations Representatives and Marketers that share one common goal: **Superior Customer Service.**

Since its inception, First Class Vending has developed a strong culture built on both respect, career fulfillment and growth. By ensuring our employees are happy, healthy, well compensated and having fun doing their jobs, First Class Vending, in turn, makes certain that our clients are happy and cared for properly.

 **FIRST CLASS VENDING**

# EXPERIENCE / QUALIFICATIONS

THE BEST USE FIRST CLASS VENDING



## REFERENCES

- 1) AUTO ZONE - Lori Powers - 909 605-8301 - lori.powers@autozone.com  
1800 South Wineville Avenue, Ontario, CA 91761  
Full-line Vending Operations, October 2012 – Present - Contract Amount Approx. \$30,000+ yr
- 2) RIVERSIDE COMMUNITY COLLEGE DISTRICT - Cheryl Ruzak - 951 222-8482 - cheryl.ruzak@rcc.edu  
4800 Magnolia Avenue, Riverside, CA 92506  
Full-line Vending Operations, July 2012 – Present - Contract Amount Approx. \$75,000+yr
- 3) LINEAGE LOGISTICS - Tom Kelly - 909 349-3622 - tkelly@lineagelogistics.com  
1001 Columbia Avenue, Riverside, CA 92507  
Full-line Vending Operations, October 2012 – Present - Contract Amount Approx. \$200,000+yr

( See Exhibit “D” as requested )



January 25, 2016

To Whom It May Concern,

Please accept this letter of recommendation on behalf of my vendor, First Class Vending. They have been our snack and beverage vending machine vendor for our three colleges plus district offices for over three years and they are nothing but a first class act.

They are customer oriented, receptive, professional, and willing to add machines to increase services. They provide a varied selection of snacks and beverages to include healthy choice items.

Without reservation, I recommend them to be part of the services that they provide on your behalf.

Please do not hesitate to contact me if you need additional information, thank you for your time.

Sincerely,

*Cheryl Ruzak*

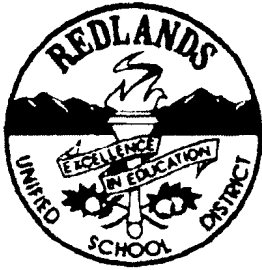
Cheryl Ruzak

Director, Food Services

Riverside City College

4800 Magnolia Avenue

Riverside, CA 92506



## REDLANDS UNIFIED SCHOOL DISTRICT

### **To whom it may concern:**

First Class Vending is a vender that we have been using for many years. They have truly partnered with the District, working with us to maximize or optimize profit from the placement and type of Beverage and Snack machines installed at our various sites.

Their sales staffs have been conscientious and responsible, and have supported our various needs. First Class Vending have been very fast and efficient in handling any vandalism or repair calls. They have also worked well with our Child Nutrition Department to have appropriate food and drink items in our dispensers. First Class Vending has also worked with us as we have built and added sites on to our District's contract. They have delivered and installed many pieces of equipment in our district.

They are a conscientious and responsible company which supports us as the customer. In all cases they have taken care and accomplished their installs and filling of machines in an expedient manner.

I highly recommend First Class Vending Inc. to anyone looking for a quality, reliable, company.

If you have any questions, feel free to call me at 909-748-6716  
Sincerely,

A handwritten signature in cursive script, reading "Carol Oedeker".

Carol Oedeker  
Purchasing Manager, Redlands Unified School District



January 26, 2016

To Whom It May Concern:

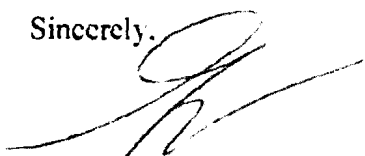
I am happy to provide a letter of reference for First Class Vending which Moss has been doing business with over 15 years.

Dave Dunncliffe and his team continue to do an outstanding job maintaining all 9 Moss Bros. Dealerships. He takes pride in every aspect of our vending from the state of the art machines, keeping them clean and in working condition, and providing a large variety of products.

Dave personally worked with us during several of our dealership remodels, accommodating our vending needs during construction to assisting with the designing of our new customer and employee vending areas.

First Class Vending is a professional company that has quality customer service, and I would highly recommend them to any company.

Sincerely,



Glenn L. Moss, Sr.  
President/CEO

## YOUR CUSTOMER CARE REPRESENTATIVES

When it comes to customer service there is no other company that dedicates the time, money and energy that we do. It is quite a huge investment. Upon machine installation, you will receive an assigned Customer Care Representative that will continually be available to you for all your vending needs.

Our staff of Customer Relations professionals visit each account every six (6) weeks to ensure an outstanding level of service. Our Customer Relations professionals are on site to improve operations, audit inventory and meet with you to discuss improvements.

Our route drivers are experienced, motivated and trained to offer excellent service including merchandising, client troubleshooting and minor technical repairs. Our commitment to "*Quality Service with Pride*" is enhanced through our drivers who act as **consultants** with customers, keeping track of the products that are selling and the price points that effectively increase sales and profits.

Our goal is "*one call*" customer support with a two hour response time for maintenance calls. Emergency repair service is offered 24 hours a day, 7 days a week.

## FACILITIES AND PRODUCTS

Each First Class Vending distribution center is strategically located in Los Angeles, Las Vegas, and San Diego, with the master distribution center sitting on five acres of land and encompassing more than 60,000 square feet.

Since relocating into this new facility in 2006, the Company is able to warehouse and distribute more national, regional, and healthy brand name products than any other vending company...thus, making them available to our customers at any time.

First Class Vending has also invested in larger route trucks that are not the norm in the vending industry. We have a fleet of nearly 200 trucks.

First Class not only offers an array of popular national brands, but provides a line-up of "good-for-you" and tasty food products in the ever evolving "healthy snacks" category . Client requests for special or unique food and beverage products are also encouraged.

## VENDOR OPERATIONS / SERVICE

### QUALITY ASSURANCE PROGRAM –ASSURANCE OF FRESHNESS

A unique feature of the First Class Vending operation is our Quality Assurance Program. Our quality service representatives will inspect all vending machines on a scheduled basis. Also, they will maintain close communications to gather any comments or concerns, and respond to your requests. All products for sale in the vend position are inspected per service standards set by the NAMA for freshness and appearance to optimize sales. They are committed to assuring that you continue to receive the outstanding service we are promising.

### Quality Assurance Program will make sure;

That all aspects of our service pledge are followed to include service times and frequencies.  
That the company's sanitation policy and procedures for all machines are followed continuously.  
That all machines are merchandised to offer the most popular products that maximize sales.

## SERVICE STANDARDS

**First Class Vending, Inc. service personnel will perform the following duties at every service:**

Stock and service all vending equipment as scheduled.  
Maintain cleanliness and sanitation.  
Perform minor mechanical maintenance.  
Replenish refund banks. make instant refunds or provide refunds through envelope distribution and/or by mail.

### First Class Vending, Inc. service personnel will:

Strictly observe all regulations governing entrance, driving and parking regulations on your premises.  
Conduct themselves in a courteous manner, however, socializing or disruptive behavior will not be allowed.

We are committed to providing whatever is required to assure excellent service. Your service person will be here to service your machines frequently to assure there is fresh product. A staff of qualified technicians that are Nextel dispatched backs him up. Our goal is to respond within two hours for all maintenance calls.

We will accommodate any request or requirement for specific service times to the best of our ability. We routinely perform weekend service and maintain 24 hours-per-day, 7-days a week, emergency repair service.

# MACHINE SERVICE

## MACHINE SERVICE-STOCKING/RESTOCKING

First Class Vending division manager will review each location with the route driver.

The division manager will review with the driver all necessary merchandising requirements to make sure the demographic research is addressed. From this point an individual planogram will be created with the prescribed products. Changes and alterations will be continually undertaken to guarantee the absolute best merchandising scheme. The driver will be expected to maintain the merchandising selections that are decided upon and the division manager with the coordinator will see to it that the driver follows precise instructions. The initial service plan followed with the installation of all new accounts is to visit each location every day to determine the level of sales that is occurring and to determine the frequency needed to maintain full machines and maximum sales. Once the driver has developed a sense of the level of sales for each location he and the division manager will create a more realistic service regiment. If an account requires daily service it will be scheduled as such. Service could be daily, 3 times per week, once a week or some other pattern of frequency. We are constantly evaluating each account from the standpoint of time and motion. This is absolutely critical to our success. If a machine has excessive theft, vandalism or poor sales volume, it will be brought to the sites attention and subject to removal or relocation.

## MAINTENANCE AND REPAIRS

All drivers are equipped to handle minor repairs on-site. Their truck inventories include machine changers, bill acceptors, light bulbs, and a small array of tools. Each driver is expected to make whatever repairs are possible. Should he not be able to make the repairs, an experienced technician who is Nextel dispatched from our main office will make every effort to be on the scene within a two hour period. Sales that are lost as a result of mal-functioning machines are sales that will never be made up again. Our goal is to have all machines functioning at all times. Should a machine suffer continuous or repeated problems it will be removed from the field and be replaced with another unit. All our vending machines have a sticker placed visibly on the exterior of each machine that includes our name and phone number to obtain customer service. All sites are assigned an Area Technician who will respond to any needed malfunction reports. He is also responsible for doing routine preventative maintenance on all vending equipment, to ensure it is being maintained at the factory specifications.

# ACCOUNTING PRACTICES

First Class Vending Inc. employs an extensive array of computer technology to track revenue, merchandise and the financial equilibrium of the individual machines. Each driver is equipped with a hand-held computer that is used to control the entire spectrum of the route including: product checked out of the warehouse, product added to machines, product waste, and actual versus expected revenue. The driver enters all of this information each day and it is downloaded into a central server when he arrives at the warehouse at the end of his day.

The key to our ability to monitor the balance of each machine is the information that is retrieved electronically during service and collection. Each machine is equipped with the memory that is accessed by DEX system. DEX is an acronym which stand for Digital Exchange. It is a Uniform Code Standard which was originally created for the grocery industry. The DEX standard was chosen as the foundation for the Vending Industry Data Transfer Standard (VIDTS) in 1990, when the Vending Industry came together with the National Automated Merchandiser Association to create a communication standard to allow vending machines to communicate their transaction information to handheld computers.

Each machine keeps track precisely of every cent that goes into the machine. The driver retrieves this information via the DEX technology and this information is also downloaded creating an expectation of cash to be received. When the cash is counted in our vault, the actual money brought in is compared electronically to what is expected and the resulting numbers is the balance of the machine. We know to the nickel if a machine is over of short and our managers are constantly reviewing the balance as management tool. Drivers are expected to balance to the nickel. We have a policy of zero tolerance in this area.

# TECHNOLOGY

As a technology pioneer in the vending industry, First Class Vending invests significant financial and human capital into harnessing leading edge software and hardware systems that provide complete cash accountability, inventory control, tracking and forecasting, taxes, commissions and financial analysis.

Utilizing sophisticated handheld computers, each First Class Vending Route Driver electronically downloads all sales, inventory, and cash accounting data from each vending machine. In addition, we closely monitor the exact amount of coins and bills collected from each service visit.

Unique product "plan-o-grams" or customized menu programs can be designed and implemented for each client. A selection of items is developed based on client input, demographic user profiles, and statistical market and trend data.

Inventory management, metered machines, cash reconciliation, high speed coin counters, and high security vaults are just a few of the technology systems utilized by First Class Vending to ensure timely and accurate inventory control, machine servicing, and prompt issuing of commissions.

# TECHNOLOGY

First Class Vending is at the forefront of computerization to handle scheduling, accounting and the high volume transactions that are inherent in the vending business.

Our handheld computers that monitor our vending machines link into our back office database which allows First Class Vending to maintain "just in time" inventory levels in its distribution center, so our clients receive the freshest products available.

In addition, our system tracks maintenance of the vending machines which means less downtime and fewer inconveniences for you. At any given moment, our operations managers have total visibility into our master distribution center and vending machine inventory.

Inventory visibility equals better decisions, faster - which keeps our vending machines stocked with the freshest foods at their peak of flavor and, most importantly, our clients happy.



## REFUND PROCEDURES

First Class Vending offers three options for obtaining a vending machine refund.

1. A refund bank can be set up for immediate on-site refund distribution with the person of your choice.
2. A refund telephone number will be posted on each machine for a mailed refund and for reporting repairs. Refunds will be mailed within 3-4 business days.
3. Log online to [sendmyrefund.com](http://sendmyrefund.com) to obtain a refund anytime electronically.

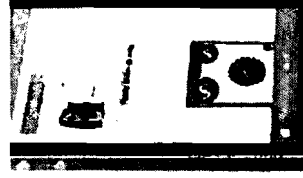
State of the art equipment and "**Sure Vend**" Guaranteed Product Delivery or money back on most snack machines, along with our staff of trained technicians, keeps our refunds at a minimal loss for our company.

## CASHLESS VENDING



First Class Vending is pleased to offer

Consumers can download the free mobile app from either the Apple App Store for iPhone users or the Google Play Store for Android users. The PayRange app enables consumers to make their transactions at unattended points of sale — vending machines, amusement devices, laundry and more — quicker and easier. And with flexible funding options including all major credit and debit cards plus the ability to add funds via Apple Pay, consumers are empowered to make mobile payments a reality. Find out more at [www.payrange.com](http://www.payrange.com)



FIRST CLASS VENDING

## First Class Vending Presents...



As a provider of snacks, food and beverages, First Class Vending has an obligation to its customers health and well being and has taken a leading role in providing healthy, nutritional products.

First Class Vending is so serious about nutrition that it has authored a guide called the "**WELL WITHIN REACH**" **Vending Program! Healthy Vending Suggestions** that provide smart eating ideas for your co-workers, friends and family.

Since we provide vending services to many leading healthcare, education and government institutions in California, First Class Vending is consistently offering the latest selection of products in healthy snacks, food and beverages.

First Class Vending understands that each client is unique and requires specialized refreshment services.

After our team of professionals listen carefully to understand each individual clients needs and desires, we develop a comprehensive **Get Healthy! Go First Class! Healthy Vending initiative**. We have many products that can comply with your sites specific healthy-program requirements, and can make planograms set to your specific guidelines as well.

**FIRSTCLASSVENDING**



First Class Vending, Inc. is proud to present our Well Within Reach Vending program. We are dedicated to ensuring that our vending machines have healthier products and our customers have the choices to lead a healthy lifestyle. We hope that the information in this package will help you in understanding the Well Within Reach Vending program and that everyone will benefit from a healthier way of life.

There are lots of ways to start leading a healthier lifestyle and many of them don't require you to make drastic changes in your life. You don't have to be an Olympic athlete or marathon runner to enjoy the benefits of living healthier. A healthier lifestyle isn't as demanding as you think, and you can take the steps that work best for you. Taking steps toward balancing your diet and increasing the number of steps you walk each day are just a couple ways to make smarter choices every day.

First Class Vending is helping to make a healthier choice simple. Several products will be marked with a color coded spiral. These are products that have been selected for the Well Within Reach program and will get you started to being a healthier you.

When you choose a Well Within Reach product, you're making a sound decision. That's because food products in the Well Within Reach program meet nutrition standards based on authoritative statements from the Food and Drug Administration (FDA) and the National Academy of Sciences. Well Within Reach snacks are items that:

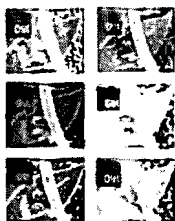
35 / 10 / 35 Guidelines..... Well Within Reach Snacks Contain No More Than:

- 35% of Calories as Fat (Excluding Nuts)
- 10% of Calories as Saturated Fat (Excluding Nuts)
- 35% of Total Weight from Sugar

FIRST CLASS VENDING



Make a Healthier Selection by choosing one of the many products from these popular brands!



POPCORNS

CLIF  
BAR

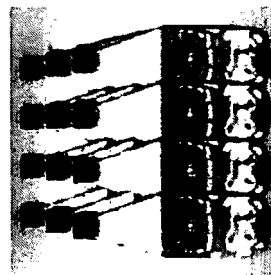
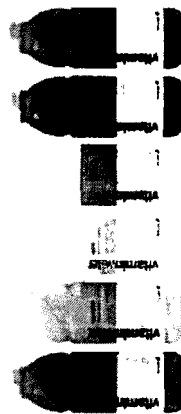
FIRST CLASS VENDING



Make a Healthier Selection by choosing one of the many products from these popular brands!



vitaminwater.



FIRST CLASS VENDING



## HEALTHIER SELECTIONS

### SNACKS

100-Calorie Pack Chips Ahoy  
Animal Crackers  
Beef Jerky  
Cheez-Its Reduced Fat & Whole Grain  
Chex Mix-Bold  
Chex Mix-Caramel  
Chex Mix-Simply  
Chex Mix-Traditional  
Cinnamon Toast Crisps  
Garden of Eatin' Reduced Fat Snacks  
Goldfish Baked Cheddar Snacks  
Lowfat Pretzels  
Pirates Booty-Aged White Cheddar  
Poptart Singles-Brown Sugar  
Poptart Singles-Cinnamon  
Poptart Singles-Strawberry  
Quakes Cheddar Cheese Rice Snacks  
Quakes Crunchy Caramel Corn Rice Snacks  
Rice Krispie Treats  
Sconza Sugar Free Gummy Bears  
Sconza Sugar Free Sour Worms  
Sea Veggies Seaweed  
Welch's Reduced Sugar Fruit Snacks  
Buzz Strong Choc Chip Cookies  
Special K Cracker Chips

### DOLE FRUIT BOWLS

Mandarin Orange  
Peach Slices  
Pineapple Wedges  
Tropical Fruit

### BARs

Applegate Bars - 3 Types  
Cereal Bars - 3 Types  
Odwalla Bars - 2 Types  
Clif Bar - Choco Chip Peanut Crunch  
Clif Bar - Crunch Peanut Butter  
Clif Z Bars - Chocolate Brownie  
Clif Z Bars - Peanut Butter  
Fiber Bar Oats & Chocolate  
Kashi TLC Bar - Almond  
Kashi TLC Bar - Peanut Butter  
Nature Valley Granola Bar-Peanut Butter  
Nature Valley Granola Bar-Oats & Honey  
Nutri Grain Bar - Apple Cinnamon  
Nutri Grain Bar - Blueberry  
Nutri Grain Bar - Raspberry  
Nutri Grain Bar - Strawberry

### CHIPS

Baked Cheetos  
Baked Doritos  
Baked Hot Cheetos  
Baked Lay's  
Baked Ruffles Cheddar Sour Cream  
Popchips BBQ  
Popchips Cheddar  
Popchips Original  
Popchips Sea Salt & Vinegar  
Popchips Sour Cream & Onion  
Popcorners White Cheddar  
Popcorners Butter  
Popcorners Cheesy Jalapeno  
Popcorners Kettle  
Popcorners Sweet Chili

### OATMEAL / CEREAL

Cheerios Cereal  
Corn Flakes Cereal  
Mini Wheat Cereal  
Raisin Bran Cereal  
Smart Start Cereal  
Special K Cereal  
Oatmeal-Apple Cinnamon  
Oatmeal-Maple Brown Sugar  
Oatmeal-Regular

### NUTS / SEEDS / TRAIL MIXES

Blue Diamond Smokehouse Almonds  
Mr. Nature Unsalted Trail Mix  
Mr. Nature Unsalted Energizer Mix  
Mr. Nature Oriental Mix  
Peanuts  
Sunflower Kernels  
Sunflower Seeds  
Corn Nuts Original  
Corn Nuts Ranch  
Kars Sweet & Salty Mix  
Snack 180 Naturals-Blueberry Pomegranate  
Snack 180 Naturals-Cran Pomegranate  
Snack 180 Naturals-Pistachio Trail Mix  
Snack 180 Naturals-Cashew  
Snack 180 Naturals-Pecan

Rotating Listing Subject To Change  
May include nut exclusions

FIRST CLASS VENDING



## HEALTHIER SELECTIONS

### JUICES - Bottle

Welch's 100% Apple  
Welch's 100% Orange  
Welch's Cranberry  
Welch's Fruit Punch  
Welch's Grape  
Welch's Mango  
Welch's Orange Pineapple  
Welch's Watermelon  
Welch's Apple Cranberry  
Minute Made 100% Apple  
Minute Made 100% Orange  
Minute Made Cran Apple Grape  
Minute Made Cran Apple Raspberry  
V8 Splash Tropical Blend  
V8 Splash Berry Blend  
Aloe Mango  
Aloe Original  
Aloe Pomegranate

### JUICES - Can

V8 Vegetable  
Welch's Grape  
Welch's White Grape Peach  
Welch's Orange Pineapple  
Kern's Guava  
Kern's Mango  
Kern's Peach  
Kern's Pear  
Kern's Pineapple-Coconut  
Kern's Strawberry Banana

### WATER - Bottle

Arrowhead 16oz  
AquaFina 20oz  
Dasani 20oz  
Dejablue 20oz  
Crystal Geyser 16oz

### FLAVORED WATER - Bottle

Crystal Geyser Sparkling Orange  
Crystal Geyser Sparkling Berry  
Crystal Geyser Sparkling Lemon  
Crystal Geyser Sparkling Lime

### VITAMIN WATER - Bottle

Essential  
Power C  
Revive  
XXX  
Zero XXX  
Zero GoGo  
Zero Mega C  
Zero Rise  
Zero Squeezed

### COCONUT WATER - Can

Aqua De Coco Mex

### SNAPPLE - Bottle

Mango  
Strawberry Kiwi  
Diet Peach  
Diet Raspberry  
Diet Arnold Palmer

### MILKS - Carton

2%, Fat Free  
Silk Soy Chocolate, Vanilla

### ISOTONICS - Bottle

Gatorade Fruit Punch  
Gatorade Lemon Lime  
Gatorade Orange  
Gatorade Cool Blue Raspberry  
Gatorade Fierce Grape  
Gatorade Glacier Freeze  
Gatorade G2 Fruit Punch  
Gatorade G2 Grape  
Gatorade G2 Lemon Lime  
Powerade Fruit Punch  
Powerade Lemon Lime  
Powerade Orange  
Powerade Grape  
Powerade Mountain Blast  
Powerade Strawberry Lemonade  
Powerade Zero Grape  
Powerade Zero Berry  
Powerade Zero Punch

### TEAS - Can

Arizona Lemon  
Arizona Peach  
Arizona Raspberry  
Arizona Green Tea  
Arizona Mango  
Arizona Tropical  
Arizona Strawberry Lemonade  
Arizona Honey Lemonade

### ASST DIET COLA'S - Can/Bottle

Sugar Free, Fat Free, Carb Free

**FIRST CLASS VENDING**



# SNACK PRODUCT LISTING

## HEALTHIER OPTIONS SNACKS

Clif Bars  
 Clif Z Bars  
 Fiber One Bars  
 Cereal Bars  
 Odwalla Bars  
 Applegate Bars - 3 Types  
 Basils Whole Grain Cookies  
 Nutrigrain Bars - 4 Types  
 Special K Cracker Chips  
 Nature Valley Strawberry Yogurt  
 Nature Valley Honey and Oats Bar  
 Nature Valley Peanut Butter Bar  
 Nabisco 100-Calorie Pack Snacks  
 Kashi Bars  
 Animal Crackers  
 Mr. Nature Trail Mixes  
 Baked Lays Sour Cream Chips  
 Baked Lays Chips  
 Baked Ruffles Cheddar Sour Crm Chips  
 Baked Doritos  
 Baked Hot Cheetos  
 Popchips - 5 Flavors  
 Popcorners - 5 Flavors  
 Sugar Free Sour Worms  
 Old Tyme Lowfat Pretzels  
 Gardetto Reduced Fat Snacks  
 Chex Mix - 4 Flavors  
 Sweet & Salty Mix  
 Ritz Air Crisps  
 Smokehouse Almonds  
 Rice Krispie Treats Whole Grain  
 Quaker Cheddar & Caramel Rice Cakes  
 Quaker Oatmeal Cups  
 Sugar Free Gummy Bears, Sour Worms  
 Sugar Free Fruit Snacks  
 Dried Fruit Snacks  
 Fruit Cups  
 Reduced Fat Cheese Its & Whole Grain  
 Cinnamon Toast Crunch Crisps  
 Corn Nuts  
 180-Snack Naturals  
 Poptart Singles

## CANDY

Twix  
 Snickers  
 M&M Milk Chocolate  
 M&M Peanut  
 M&M Pretzel  
 M&M Peanut Butter  
 Raisinettes  
 Skittles  
 Starburst - 3 Flavors  
 Milkyway  
 3 Musketeers  
 Peanuts  
 P' Nuttles Toffee Nuts  
 Gummy Bears  
 Welch's Fruit Snacks  
 Sour Bears  
 Red Vines Licorice  
 Beef Jerky  
 Baby Ruth  
 Butterfinger  
 Butterfinger Cups  
 Salami Sticks  
 Sweet Tarts  
 Munch Bar

## CHIPS

Doritos Nacho Cheese  
 Fritos  
 Fritos Chili Cheese  
 Cheetos  
 Hot Cheetos  
 Cheetos Jalapeno Cheddar  
 California Sea Salt  
 Herrs Jalapeno Poppers  
 Vidalia Onion Petals  
 Lays Hot Munchie Mix  
 SunChips Plain  
 SunChips French Onion  
 SunChips Garden Salsa  
 SunChips Harvest Cheddar  
 SunChips  
 TGIF Cheddar and Bacon  
 TGIF Cheddar Sour Cream  
 Poore Brothers BBQ  
 Poore Brothers Jabanero  
 Poore Brothers Pizza Chips  
 Poore Brothers Plain  
 Herrs Multa Grain  
 Herrs Tuscan Garden  
 Pork Rinds  
 Snyders Pretzels  
 Snyders Pretzel Twists  
 Boulder BBQ  
 Boulder Natural Plain  
 Zapps BBQ Ranch

# SNACK PRODUCT LISTING

## COOKIES

Columbus Cappuccino  
 Duplex Cookies  
 Famous Amos Chocolate Chip  
 Grandmas Chocolate Chip  
 Grandmas Oatmeal  
 Grandmas Peanut Butter  
 Knotts Boysenberry  
 Knotts Raspberry  
 Pepperidge Farms Milano  
 Sunmaid Oatmeal Raisen  
 Sunmaid Cranberry Choc Chip

## PASTRY

Dolly Madison Zingers  
 Dolly Madison Donuts  
 Dolly Madison Coffee Cakes  
 Cloverhill Danish  
 Cloverhill Big Texas  
 Cloverhill Honey Buns  
 Hostess Cup Cakes  
 Kikis Mantecadas Cupcakes  
 Kikis Quesadilla  
 Mrs Freshleys Cinnamon Danish  
 Mrs Freshleys Cinnamon Honeybun  
 Gourmet Taste Cakes

## SNACKS

Popcorn  
 Butter Popcorn  
 Rice Krispy Treats  
 Goldfish  
 Gardettos Reduced Fat  
 Cheese Peanut Butter Crackers  
 Beef Jerky  
 Corn Nuts Original  
 Corn Nuts Ranch  
 Corn Nuts BBQ  
 Corn Nuts Picante  
 Kars Sweet & Salty Mix  
 Chex Mix Traditional  
 Chex Mix Honey Nut  
 Chex Mix Cheddar  
 Chex Mix Bold & Spicy  
 Chex Mix Muddy Buddys  
 Peanuts  
 Cheese Its  
 Vanilla Wafers  
 Poptarts Strawberry  
 Poptarts Cinnamon Brown Sugar  
 Poptarts Cherry  
 Poptarts Blueberry  
 Poptarts Chocolate Chip  
 Sunflower Seeds

## MINTS

5-Flavors  
 Wild Cherry  
 Spearmint  
 Peppermint  
 Wintergreen  
 Sugar Free Peppermint  
 Sugar Free Wintergreen

## GUM

Winter Fresh  
 Juicy Fruit  
 Doublemint  
 Peppermint  
 Spearmint  
 Big Red

# BEVERAGE PRODUCT LISTING

## WELCHS JUICE BOTTLE

Orange 100%  
Cranberry  
Apple 100%  
Grape  
Fruit Punch  
Mango  
Orange Pineapple  
Watermelon

## WELCHS JUICE CAN

Grape  
White Grape Peach  
Orange Pineapple  
Mango  
Cran Apple

## KERNS JUICE CAN

Guava  
Mango  
Peach  
Pear  
Pineapple-Coconut  
Strawberry-Banana

## ARIZONA TEAS

Lemon  
Peach  
Raspberry  
Green Tea  
Mango  
Tropical  
Strawberry Lemonade  
Honey Lemonade

## MINUTE MADE JUICE BOTTLES

Apple  
Orange  
Cran Apple Grape  
Cran Apple Raspberry

## AGUA DE COCO

## V-8 SPLASH BOTTLES

Berry Blend  
Tropical Blend

## ENERGY DRINKS

Full Throttle  
Monster  
Monster Low Carb  
Monster Zero Carb  
Monster Ultra Carb  
Red Bull  
Red Bull Sugar Free  
Rockstar - 6 Flavors  
Rockstar Sugar Free

# BEVERAGE PRODUCT LISTING

## SNAPPLE BOTTLE

Strawberry Kiwi  
Mango  
Diet Tropical  
Diet Peach  
Diet Raspberry  
Diet Arnold Palmer  
Diet Tropical

## CALYPSO LEMONADES

Ocean Blue  
Natural  
Strawberry  
Kiwi  
Black Cherry

## VITAMIN WATER

Power C  
Essential  
Revive  
XXX  
Zero XXX  
Zero Squeezed  
Zero Rise  
Zero GoGo

## COLUMBUS COLD COFFEE

Mocha  
French Vanilla  
Forte

## ALOE DRINK

Original  
Pomegranate  
Mango

## WATER BOTTLES

Arrowhead 16 oz  
AquaFina 20 oz  
Dasani 20 oz  
Dejablue 20 oz  
Crystal Geyser 16 oz

## CRYSTAL GEYSER FLAVORED BOTTLES

Orange  
Lime  
Lemon  
Berry

# BEVERAGE PRODUCT LISTING

## COCA COLA CANS

Coca Cola  
Diet Coke  
Cherry Coke  
Vanilla Coke  
Coke Zero  
Caffeine Free Diet Coke  
Dr. Pepper  
Diet Dr. Pepper  
Sprite  
Sprite Zero  
Cherry Coke Zero  
Cherry Dr. Pepper  
Ginger Ale  
Barqs Rootbeer  
Fanta Strawberry  
Fanta Pineapple  
Fanta Orange  
Fanta Grapefruit  
Fresca  
Fuze Tea

## COCA COLA BOTTLES

Coke Zero  
Cherry Coke  
Cherry Coke Zero  
Vanilla Coke  
Barqs Rootbeer  
Fuze Tea  
Dr. Pepper  
Diet Dr. Pepper  
Sprite  
Sprite Zero  
Fanta Grapefruit  
Fanta Orange  
Fanta Strawberry  
Fanta Pineapple  
Minute Made Lemonade  
Minute Made Pink Lemonade

## PEPSI COLA CANS

Pepsi  
Diet Pepsi  
Mountain Dew  
Mountain Dew Code Red  
Diet Mountain Dew  
Mug Rootbeer  
Lipton Brisk Tea  
Sierra Mist  
Wild Cherry Pepsi  
Orange Crush  
Grape Crush

## PEPSI COLA BOTTLES

Pepsi  
Diet Pepsi  
Wild Cherry Pepsi  
Diet Wild Cherry Pepsi  
Mountain Dew  
Diet Mountain Dew  
Mountain Dew Code Red  
Mug Rootbeer  
Lipton Brisk Tea  
Lipton Green Tea  
Sierra Mist  
Orange Crush

## SEVEN UP CANS & BOTTLES

Seven Up  
Diet Seven Up  
A & W Rootbeer  
Diet A & W Rootbeer  
Sunkist Orange  
Diet Sunkist Orange  
Sunkist Lemonade  
Welchs Grape  
Cactus Cooler  
RC Cola  
Hawaiian Punch  
A & W Crème Soda  
Diet A & W Cream Soda  
Cherry Seven Up  
Diet Cherry Seven Up  
Squirt

## GATORADE BOTTLES

Lemon Lime  
Fruit Punch  
Orange  
Cool Blue Raspberry  
Fierce Grape  
Glacier Freeze  
G2 Grape  
G2 Fruit Punch

## POWERADE BOTTLES

Lemon Lime  
Fruit Punch  
Orange  
Grape  
Mountain Blast  
Strawberry Lemonade  
Grape Zero  
Berry Zero  
Punch Zero

## SPECIALTY SODAS

Pop Shoppe Lime Rickey  
Crooked Oak Gingerale  
Crooked Oak Rootbeer  
Dr Browns Cream Soda

## ORIGINAL NEW YORK SELTZER

Black Cherry  
Lemon Lime  
Peach  
Raspberry  
Rootbeer  
Vanilla

FIRST CLASS SENDING

## FINANCIAL EXHIBIT

First Class Vending is pleased to offer City of Riverside a **26% commission rate** on all snack vend items and a **24% commission rate** on all beverage vend items.

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First Class Vending provides a monthly statement listing each machine, revenue, commission percentage and commission amount. These statements will be delivered together with the full amount of commissions earned for the month by the end of the following month. First Class vending will obtain all licenses, permits, and comply with all government regulations in regards to vending.

# PRICING STRUCTURE

## SNACK MACHINE SELECTIONS

Candy - Reg.	\$1.35
Candy - Lg.	\$1.75
Chips - Lg.	\$1.25
Chips - Healthier Options	\$1.25
Cookies - Reg.	\$1.25
Cookies - Lg.	\$1.35
Pastry	\$1.50
Pop Tarts	\$1.50
Beef Jerky	\$1.75
Snacks - Reg.	\$1.25-1.35
Gum/Mints	\$1.00
Trail Mixes	\$1.50

## COLD BEVERAGE SELECTIONS

Soda - Cans	\$1.25
Soda - Bottles	\$1.75
Water - Bottles 16oz	\$1.50
Water - Bottles 20oz	\$1.75
Juice - Cans	\$1.50
Juice - Bottles	\$2.00
Cold Coffee Variety	\$2.75
Isotonics - Gatorade/Powerade	\$2.00
Teas - Sm.	\$1.50
Teas - Tall / Organic	\$2.75
Snapple	\$2.75
Energy Drinks	\$3.00
Vitamin Waters	\$3.00
Original New York Seltzer	\$2.50

## HOT BEVERAGE SELECTIONS

Coffee, DeCafe - 8oz	\$ .65
Coffee, DeCafe - 12oz	\$ .80
Flavor Specialties - 8oz	\$ .75
Flavor Specialties - 12oz	\$ .90
Hot Chocolate - 8oz	\$ .65
Hot Chocolate - 12oz	\$ .80

## **PRICING STRUCTURE BASED UPON ATTACHED PROPOSED FINANCIAL EXHIBIT.**

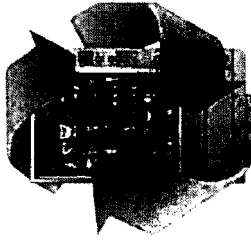
# SUSTAINABILITY - GOING GREEN - THE ENVIRONMENT



**SUSTAINABILITY**  
ENVIRONMENTAL RESPONSIBILITY

A key focus of First Class Vending is to minimize the impact the procurement of goods and services has on the local environment. We are committed to sustainable economic, social and environmental practices in all operations in which First Class Vending is involved.

First Class Vending uses ENERGY STAR® qualified equipment to minimize electrical consumption, as well as UL rated.



First Class Vending recycles tons of cardboard annually. Within our business practices, we make every effort to Reduce, Reuse and Recycle.



First Class Vending utilizes high efficiency lighting throughout its distribution center and corporate facilities. We also maintain a fleet of Hybrid vehicles for our account and management teams and have alternative fuel route vehicles.



**FIRST CLASS VENDING**



# SUSTAINABILITY - GOING GREEN - SOLAR POWER

## *First Class Vending Leads the Field with Quality, Service, and Energy Savings!*

First Class Vending's innovative thinking and commitment to the Environment is displayed with a 349 kW **Solar Electricity** Installation at First Class Vending's Bell Gardens Distribution Center in Southern California and has helped to offset almost 100% of it's Energy load.

The First Class Vending Distribution Center now has nearly 1300 **Solar** panels which powers the 4 buildings on the 60,000 square foot First Class Headquarters location.

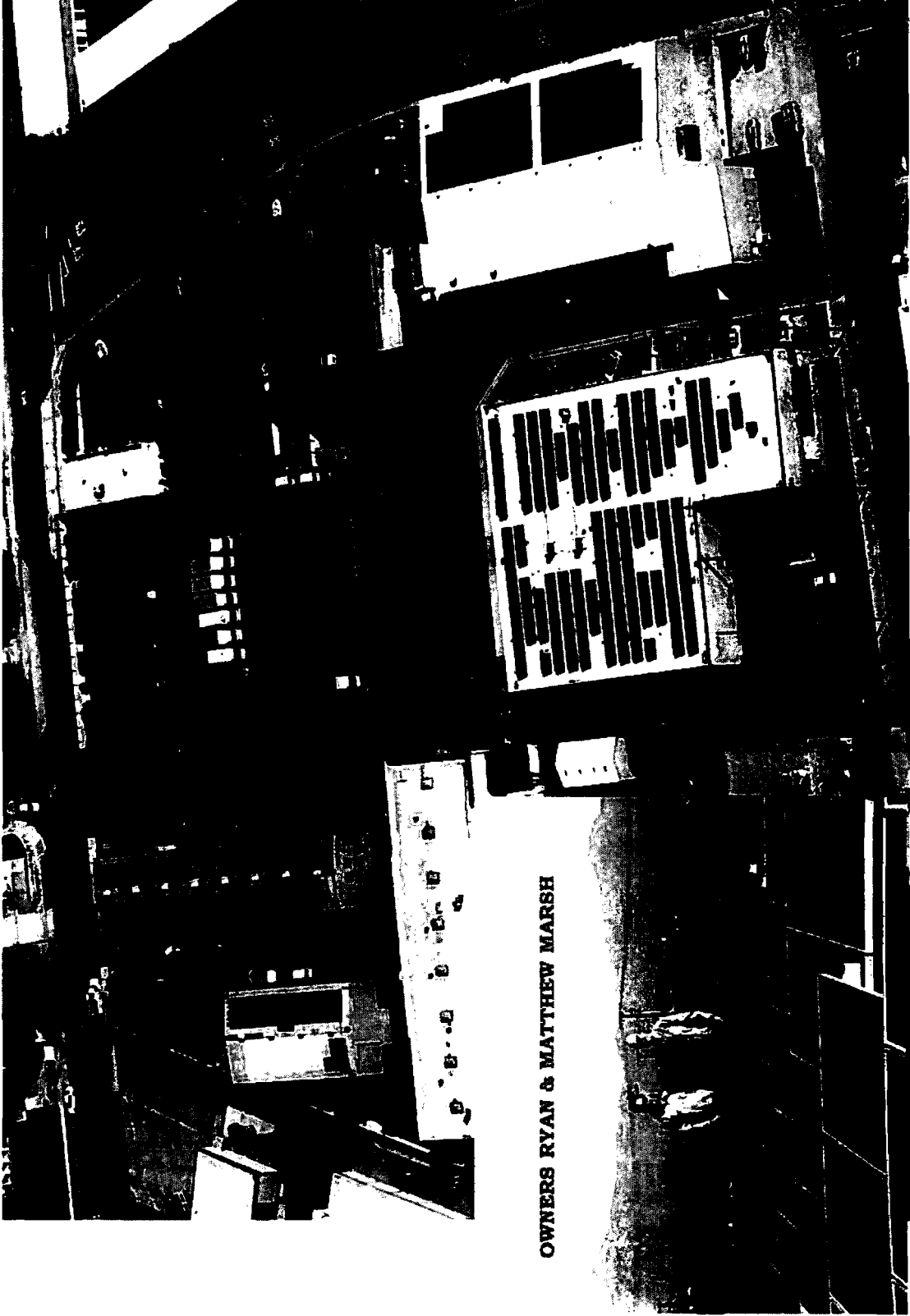
First Class Vending has taken every measure to save energy where we work and on the road. We've made lighting retrofits and drive hybrid vehicles. We always recycle our cardboard. We recycle where we can including older vending machines to cell phones and printer cartridges. We use EnergyStar vending machines with LED lighting where possible and it made sense for First Class Vending to go to the next level of Energy Saving.

The installation of **Solar Electricity** helps to reduce our carbon footprint and the impact we have on the grid. Using less electricity helps us all avoid rolling blackouts.

With rising energy costs throughout our operations energy management is sound business—saving fuel, saving money, containing costs and finding savings and efficiencies anywhere it's possible.

First Class Vending wants to meet the sustainability standards our clients set for themselves. We serve many Fortune 100 companies, major universities, airlines, hospitals, theme parks, and many others, and being part of their culture means living up to their examples.

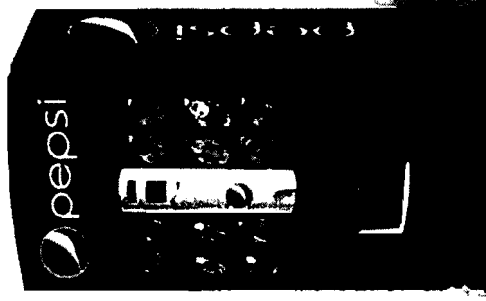
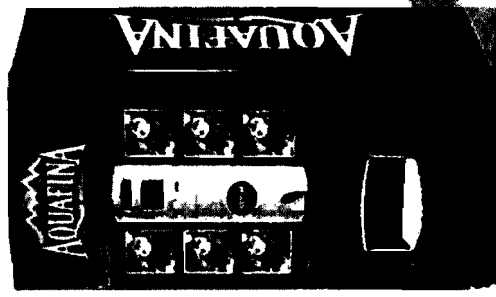
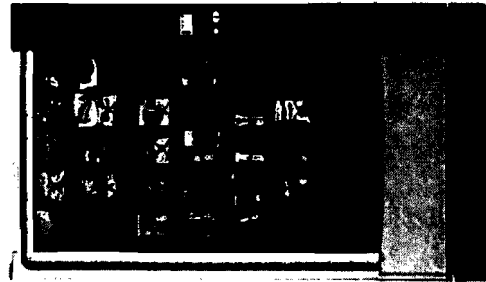
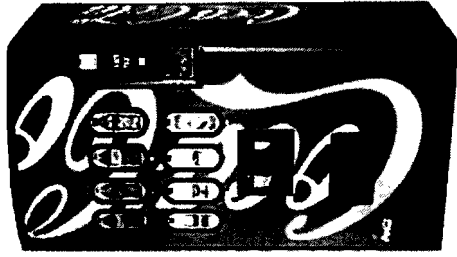
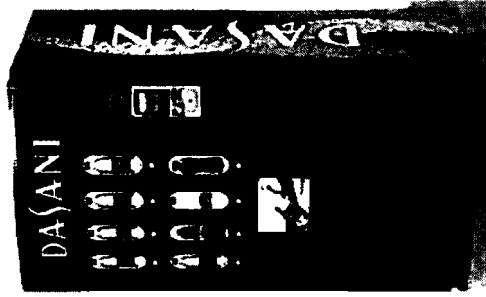
# SUSTAINABILITY - GOING GREEN - SOLAR POWER



OWNERS RYAN & MATTHEW MARSH

FIRST CLASS VENDING

# VENDING EQUIPMENT



FIRST CLASS VENDING

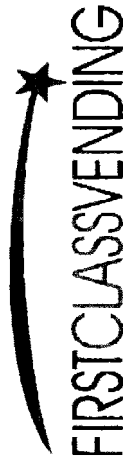
**First Class Vending...DISTINCTIVE AND UNIQUE**

## **Magazine Article Features**



**2003  
READERS' CHOICE AWARD**

**VENDING OPERATOR OF THE YEAR**



**Golden Coin  
Vendor Operator of the Year  
2000**

**Presented To**

**Matthew Marsh  
First Class Vending, Inc.**

**For Excellence in Customer Service  
And Dedication to the  
Vending Industry**



**FIRSTCLASSVENDING**

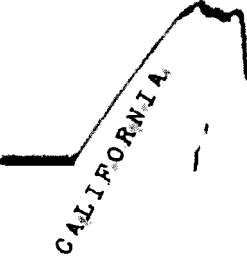
# VENDING LEADERSHIP

Your #1 Vending Service Provider

Experience why so many have chosen

## **First Class Vending**

The largest independent vendor in the  
California and Nevada areas.



## IN CLOSING

First Class Vending appreciates your time in reviewing our company in consideration for your vending needs. We are confident you will be pleased with our high commitment to an exceptional level of service. Our team of dedicated professionals look forward to being of service to you!

Sincerely,

Matthew Marsh

FIRST CLASS VENDING

**City of Riverside  
Healthier Food and Beverage Guidelines  
Nutrient Specifications**

**Beverages**

- Fruit or Vegetable Juice:
  - 100% juice
  - No added sweeteners
- Milk: not applicable
- Water Products:
  - No added sweeteners
- Low-calorie Electrolyte Replacement Beverages (i.e., Sports Drinks)
  - Water as first ingredient
  - ≤ 16.8 grams added sweetener/8 fl. oz.
  - ≤ 40 calories/8 fl. oz.
  - 10-150 mg Na+/8 fl. oz.
  - 10-90 mg K+/8 fl. oz.
  - No added caffeine
- Teas
  - Contain 40 calories or less per 8 fl. oz.

**Snacks**

Snack food items offered in each vending machine shall meet all the following criteria for each individual package:

- No more than 200 calories
- No more than 35% calories from fat (excluding legumes, nuts, nut butters, seeds, trail mixes which include nuts, eggs, non-fried vegetables, and cheese packaged for individual sale)
- No more than 10% of calories from saturated fat (excluding eggs or cheese packaged for individual sale)
- No trans fats
- No more than 35% sugar by weight (not including any fruits and vegetables processed without sugar; canned fruit must be packed in 100% fruit juice or water)
- 1%, 2%, or fat-free yogurt with no added sweeteners
- Sodium content of 230mg or less per portion as packaged

**Additional Criteria**

- At least 1 item in all snack vending machines must meet the FDA definition of "low sodium" (less than 140 mg of sodium per serving for a snack). The lower sodium item should be identified on a label or sign visible from the vending machine window.
- At least 1 item in all snack vending machine should contain at least 5 grams of dietary fiber per serving. The higher fiber item should be identified on a label or sign visible from the vending machine window.
- Vending machine promotional advertisements shall only promote items that meet the nutritional standards outlined above.

**EXHIBIT “B”**

**COMPENSATION**

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★  
FIRST VENDING