

**TERM CONTRACT FOR VENDING MACHINE SERVICES
(RFP-605050-25/LAS)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **COMPASS GROUP USA, INC. DBA CANTEEN**, duly authorized to conduct business in the State of Florida, whose address is 2400 Yorkmont Rd., Charlotte, NC 28217 in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide all labor, materials, equipment coordination, transportation, and incidentals necessary to provide various types and sizes of beverage and food vending products for vending machine services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in

response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fleet and Facilities
205 W County Home Rd.
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to

CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations

under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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

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

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

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

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

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

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

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

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

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

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service;

introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a “claims-made” basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Crime and Employee Dishonesty Liability.

(A) CONTRACTOR shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of CONTRACTOR’s employees and others. Coverage must include ISO Form CR 04 01, Client’s Property endorsement, or comparable form. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

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

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

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

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

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

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

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

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for

or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fleet and Facilities
205 W County Home Rd.
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Canteen
1050 Miller Dr.
Altamonte Springs, FL 32701

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

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

ATTEST:

COMPASS GROUP USA, INC. DBA
CANTEEN

Witness

Print Name

Witness

Print Name

By: _____

Michael Coffey

Print Name

Division President

Title

Date

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
Gladys Marrozos, Procurement Administrator

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

05/16/2025

T:\Users\alanus\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

Exhibit G- Anti-Human Trafficking Affidavit

Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

Scope of Services

1. Summary & Background:

There are 15 county locations with vending machines and 36 machines total (25 Beverages, 11 Snacks); locations will be provided to Awardee(s) upon award.

The Awardee(s), with County input, shall implement innovations for continuous improvement of merchandising, menu variety, customer satisfaction, price-value relationships and revenue levels. A representative from the Awardee shall meet regularly to review revenue trends and marketing plans.

As a matter of practice and continual improvement, the Awardee(s) must demonstrate a willingness to be held accountable for performance. Over the term of this contract, Seminole County will continually monitor and evaluate services received against measurable standards.

2. General Requirements:

The Awardee(s) shall be prepared to begin beverage and/or snack vending operations upon award of this contract as determined by Seminole County.

- a. Awardee(s) shall FURNISH, INSTALL, STOCK, and MAINTAIN all required vending machines. A full turnkey operation is required.
- b. All costs of vending machine delivery, set-up, service, maintenance, repair, replacement, and removal of machines are to be borne by the Awardee(s).
- c. Awardee(s) must coordinate the installation of machines/equipment with Seminole County before the start of the contract.
- d. Awardee(s) will be responsible for the maintenance, replacement and/or repair in the event of malfunction or vandalism.
- e. Awardee(s) shall keep all vending machines in proper mechanical and electrical working order and a clean, attractive, and sanitary condition at all times.
- f. Seminole County is receptive to recommendations for innovative solutions and advanced technology in vending services.
- g. The vendor's proposal must contain detailed information describing the manner in which the Vendor plans to implement and facilitate services.
- h. Awardee acknowledges that he/she is responsible for and is taking risks with respect to any reduction of gross sales due to, but not limited to: theft, fire, accident, product spoilage, vandalism, temporary loss of power, weather, acts of God, temporary or permanent site closures, changes to site or facility construction plans, other acts beyond Seminole County's control, actions within Seminole County's control taken in the best interests of the public and safety concerns, and/or and other action taken in the reasonable exercise of Seminole County's discretion or otherwise expressly agreed by Seminole County. No reduction in gross sales or commissions attributable to such factors shall constitute a basis for reducing or renegotiating commission rates or any other payments to Seminole County.

EXHIBIT A

3. Area Representative:

- a. Vendor shall supply the name, address, phone number, and email address of the appointed contract administrator who will be immediately accessible to resolve problems as they arise. Vendors shall provide direct cell phone numbers for responsible personnel to be contacted in the event of an emergency during non-operating hours.

4. Service:

- a. All service of vending machines shall take place during normal business hours, Monday through Friday, unless otherwise authorized by the contract administrator, with each service call being logged. It shall not be the responsibility of Seminole County to provide any services to vending machines.
 - i. Machines should not be serviced during normal lunch hours (11:00am -2:00pm}
 - ii. No services will be required or accepted on designated holidays unless specific prior arrangements have been made. Below is the approved holiday schedule, future schedules are expected to be similar. This schedule and dates are subject to change.
 - 1. New Year's Day
 - 2. Martin Luther King's Birthday
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Labor Day
 - 6. Veteran's Day
 - 7. Thanksgiving Day
 - 8. Day after Thanksgiving
 - 9. Day before Christmas
 - 10. Christmas Day
- b. Service shall be provided to ensure adequate stock of merchandise with a minimum of 75% fill rate expected on a daily basis.
- c. All vendor personnel operating on County premises must be dressed in clean, distinctive uniforms with name tags and clothing that does not contain any offensive or tasteless language or graphics/pictures.
- d. Background checks:
 - i. A standard background check will be required on employees of the awarded Vendor to access and perform work at all locations.
 - ii. The vendor will provide a list of all personnel (including social security numbers and driver's license numbers) assigned to this account.
- e. The Vendor will not employ any person or persons to serve any County facility who will use improper language or act in a loud, boisterous manner. The Vendor's employees will at all times be polite and courteous in their dealings with patrons and employees of the County and its facilities. County representatives shall determine what "polite and courteous" means and will determine what language and behavior is acceptable under this contract.

EXHIBIT A

- f. The County reserves the right to require the removal of a vendor's employee from this account. The County reserves the right to require the removal of any vendor's employee from County premises for any reason. Any such removals will be made in the name of the vendor.

5. Orders:

Seminole County is not obligated to place any order with any vendor participating in this RFP. County locations currently range between one and seven machines per location, and may include courthouses, county administration buildings, breakrooms, and public parks. A comprehensive list will be provided. This list is subject to change based on determinations made by the County- the County may desire more/fewer machines per location.

The data provided is for informational purposes only. The County does not have comprehensive utilization data available.

6. Location of Machines:

- a. Seminole County may request that machines be added or removed at any time during the contract period. Any locations may be added or deleted through the life of this contract by amendment.
- b. Awardee(s) must contact the County's contract manager to coordinate placement of machines prior to delivery
- c. Awardee(s) will be responsible for adding, removing, and relocating machines during the term of the contract at no cost to Seminole County.
- d. Requests to add or remove vending machines will be communicated in writing to the Awardee and shall be satisfied within five (5) days of the request.
- e. Failure to respond to the requests within the specified time frame period may result in default of contract.

7. Maintenance of equipment:

- a. All equipment shall remain the property of the Awardee.
- b. All equipment and equipment installation shall adhere to current county safety codes and all other applicable Federal, State, and local codes. Seminole County will provide electrical connections.
- c. Failure of the Awardee to follow all safety codes and all other applicable Federal, state and local codes will result in default of contract.
- d. If a vending machine breaks down and is not easily repaired on-site, a clean, fully stocked, and operational replacement machine, equal or better than the brand/model supplies, is to be put in its place within three (3) working days.
- e. All machines are subject to inspection and acceptance by Seminole County and its representatives.
- f. The Vendor is responsible for the maintenance of machines and keeping the areas around the

EXHIBIT A

machines free of clutter and trash related to machine operations.

- g. The Vendor will be responsible for frequent maintenance and cleaning of their own machines, and removal of empty cartons to outside dumpsters and trash receptacles.
- h. The Vendor is responsible for providing an acceptable preventative maintenance and emergency repair program.
- i. A notice providing a repair service telephone number must be affixed to each vending machine, as well as directions for the customer on how to receive a refund.
- j. The vendor shall send a repair technician, within four (4) hours of notification, to respond to any service or restocking call and commence corrective action. This response time shall apply to any service call between the hours of 7:00am and 7:00pm, Monday through Friday, holidays excepted.
- k. Vendor shall propose a policy outlining procedures for promptly handling emergency maintenance and repair services for nights, weekends and holidays.
- l. The Vendor must maintain a record of service calls that includes the time and date of the call, actions taken, and the time and date of the repairs made. Said record must be furnished to the County upon request.

8. Condition of Machines:

- a. Awardee shall furnish the newest, most recent design of vending machines and data collection in new or like new condition.
- b. Any machine that requires service/repair beyond restocking and minor maintenance in excess of four times in any given thirty (30) day period must be replaced. The determination to have a machine replaced will be at the discretion of Seminole County.
- c. The Awardee shall comply with request(s) for replacement within three (3) business days.

9. Protection of Vending Machines:

- a. Vending machines that are located out-of-doors may be inside security cages if deemed necessary and approved by Seminole County.
- b. Any security measures will be furnished by the Awardee at no cost to, and with prior approval of Seminole County.
- c. Seminole County and its subsidiaries shall not be held liable for costs incurred due to damage and loss caused by acts of vandalism or theft.

10. Installation and removal of Vending Equipment:

- a. The number of vending machines to be installed at each location will be determined by Seminole County. Any changes in the number of machines during the contract period (including extensions, if any) must be approved by Seminole County.
- b. All vending machine placements must be new vending machines of like-new vending

EXHIBIT A

machines. "Like-new vending machines" are defined as the latest state-of-the-art vending machines that are two (2) years old or less and have been refurbished immediately prior to installation.

- c. Vendors will indicate the number and type of brand new, from the factory, machines to be installed. Any replacements of vending machines or additions of vending machines during the contract term shall be with new machines of Seminole county approved like-new vending machines as defined above.
- d. All equipment must be aesthetically appealing, as determined by Seminole County. When three or more machines are placed together at one location, the equipment will be of the same height to give uniformity of appearance. Vendors should submit renderings with their bids of area decor and vending machine front custom graphics for banks of equipment in their proposal.
- e. All vending machines must be front-loading
- f. All signage and front or side panels of vending machines must NOT contain any offensive or vulgar language or pictures, with final approval of signage by Seminole County.
- g. A Seminole County designee and the vendor's representative shall jointly read and record meter readings upon installation of each machine. Machines cannot be put into service until this is performed.
- h. All machines will utilize paperless data retrieval technology to record sales and product movement at the point of service.
- i. Both parties, in section g above, shall receive a copy of the record of meter readings taken.
- j. Vending machines will not be operated in "force vend" mode; machines will be programmed to return customers' money, or credit/debit card refund, if a selection is not available or voided.
- k. All vending machines in every location must be debit/credit card-equipped at the time of installation. Universal 3 in 1 card readers or newer 4th generation card readers are preferred that will accept debit/credit cards, coin and currency (to include 5-dollar bills).
- l. All machines must comply with current Americans with Disability Act guidelines and/or any FDA labeling guidelines imposed during the life of this Contract.
- m. Awardee(s) must correct any situation regarding placement, maintenance, stocked items, graffiti, or any other related situation within forty-eight (48) hours after initial notification by county personnel.
- n. Awardee(s), at the time of the expiration and/or termination of their contract, at their own expense and without damage to the building or property, within three (3) operating days upon request, shall remove all vending machines and equipment installed by their company.
- o. Awardee(s) shall furnish and restore in good order under any condition, those areas utilized for the operation of their vending machines.

EXHIBIT A

11. Machine Operation:

- a. Awardee(s) must supply machines with the ability to have/perform the operations listed below:
 - i. A tamper-proof meter must be standard on all machines
 - ii. The meter readings must show gross sales in dollars and unit sales
 - iii. All machines must accept credit/debit cards and other cashless payment methods to enable vending purchases without cash.
 - iv. All machines must be inspected and treated for pest infestations prior to installation in any Seminole County facility. A statement to this effect must accompany all machines being installed on Seminole County property is mandatory. This may be done during stocking and machine inventories. Any and all treatment will be at the vendor's expense.
 - v. Materials Safety Data Sheets will be provided to Seminole County when any machine is delivered covering the chemicals used to treat for pest infestations.

12. Data Security in Cashless Machine Transactions:

- a. To ensure that credit/debit card information is protected from security threats, Awardee will be required to comply with the following:
 - i. A current or successor standard for Payment Card Industry Data Security Standard (PCI DSS}, Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS} for hardware and provide attestation of compliance to Seminole County at least annually.
 - ii. Card reading devices must be SRED (Secure Reading and Exchange of Data} and PTS 3.x compliant. EMV compliance is required for all transactions.

13. Commission rates:

- a. Please outline your Commission Rates Schedule with your submittals. Commission rates should be a positive non-zero number expressed as percentages. The vendor offering the highest commission rates will be preferred in the selection of the contract.

14. Accounting:

- a. Awardee must collect all machine revenues; keep accurate accounting records; provide inventory controls and records of all vending machine services covered by this contract. Commissions shall be paid to Seminole County based on gross revenue sales, regardless of dollar amount, with NO DEDUCTIONS. Awardee shall NOT deduct any taxes, recycling fees, other government-mandated fees, debit card fees, or any other type of fees from the gross revenue sales from each site location's revenues. All vending machines provided to Seminole County locations shall be equipped with meters/counters to record all sales. Seminole County may request meter/counter readings at any time. A representative of

EXHIBIT A

Seminole County government, or its designee, may accompany the awardee's route service employee at any time to observe when cash collections are made and meter count recorded. These receipts may be jointly tabulated by Seminole County and the route employee, at a location and means determined by Seminole County.

- b. Calculations for revenues shall be based on the following formula for payment:
 - i. $\text{Gross sales} \times \text{Percentage Commission Rate} = \text{Commission Payment}$
 - ii. Example: January sales are \$1400.00 x 40% Commission Rate = \$560.00 Commission paid to Seminole County

15. Commission Payments:

- a. Failure to comply with these guidelines may result in termination of the Contract:
 - i. Monthly commission payments are to be sent to Seminole County Facilities, 205 W. County Home Road, Sanford, FL 32773-6190, and checks be made payable to Seminole County Board of County Commissioners
 - ii. The last meter readings should accompany or show on commission check statements such as gross sales and unit sales
 - iii. Commission shall be submitted on or before the 15th of each month for the previous month's business
 - iv. If a machine requires replacing, both Seminole County's designee and the Vendor's representative shall record the meter reading before it is removed from the site.
 - v. Those awardees who are habitually late (as determined by Seminole County) in providing payments or having checks returned for non-sufficient funds will be considered in default of their contract. Defaulted awardees shall also be responsible for reimbursing Seminole County for any bank administrative charges resulting from returned non-sufficient funds (NSF) checks. Also, defaulted awardee(s) may be disqualified for future awards.

16. Auditing:

- a. Seminole County reserves the right to audit the awardee(s)' records, files, statements, etc. as often as deemed necessary. All records shall be broken down by location for five (5) years from the date the data is recorded. The awardee(s) shall maintain all books and records customarily used in this type of operation in accordance with accepted accounting practices and standards. All records and books of account recording gross sales transactions, or in any way connected with the service, shall be kept at all times within Central Florida.

17. Reporting:

- a. The awarded vendor shall provide electronic sales reports as specified by Seminole County. All reports must be in a user-friendly format as approved by Seminole County. Samples of all financial and operational reports must be submitted with his RFP. Awardee(s) shall provide

EXHIBIT A

Seminole County with the following monthly reports, on or before the 15th day of the month for the previous month's sales:

- i. Monthly cash and card sales for each vending machine by identifying number and in total.
- ii. Year-to-date cash and card sales for each vending machine by identifying number and in total.
- iii. Complete audit trail from total gross revenues to total net commissionable revenues and commission amount earned.
- iv. The vendor will reconcile these records and reports with Seminole County as may be requested.
- v. Total transparency is required; Seminole County may at any time request any additional supporting details, data, or reports that are directly related to the awardee's operations on Seminole county property. Awardee(s) must provide any such information within five (5) business days.

18. Posting of Prices:

- a. All prices must be plainly posted on each vending machine. Seminole County shall be the sole judge of signage quality, size of lettering, and propriety of any signs posted.

19. Refunds:

- a. Potential Awardee(s) shall propose a policy outlining procedures for refunds. Seminole County desires the ability of customer access to refunds through a customer service phone number and/or QR code that will be posted on each vending machine.
- b. Refunds shall be supplied for faulty machinery and any products not up to standard. The procedure for refunds must be immediate.

20. Quality of Products:

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

21. Healthy Snack Options:

- a. Seminole County is committed to promoting an environment where employees and the public can make healthier food choices.
- b. Seminole County Human Resources and Facilities will provide direction to the Awardee(s) about healthier options in keeping with current and future County programs to encourage wellness for County employees.

EXHIBIT A

22. Approval of Vending Machine Product:

- a. All items to be placed in vending machines MUST be approved by Seminole County.
- b. The following are necessary to assist in product evaluation:
 - i. Front face of package
 - ii. Nutrition Facts (must include portion size)
 - iii. List of ingredients
 - iv. Proposed selling price
 - v. If the item is considered Smart Snack compliant as determined by the FDA, or if it is exempt.

23. Food/Beverage items inside awarded Machines:

- a. The following items below apply regarding the food and beverage items being sold from the vending machines awarded in this contract:
 - i. It will be the responsibility of the awardee(s) to maintain and rotate all stock utilized in each vending machine. The vendors will monitor food items, expiration dates, and brand preference and remove/replace any food item and/or brand that appears to be unacceptable at each location.
 - ii. Seminole County shall approve all items being placed into machines and reserve the right to remove or replace any and all items that do not meet needs or standards in the County's judgment.
 - iii. All food and beverage products must be approved by Seminole County before stocking them in vending machines on County property.
 - iv. Products dispensed from machines must be fresh (no stale or out of date merchandise}, be top-grade, and be known to the general public by brand name of the manufacturer. The Awardee(s} is expected to provide a wide variety of snacks and beverages, including healthy selections. Visual markers should be used by the Awardee(s) to identify the healthier options. Products must be dated for freshness, with all outdated products removed from the machines before the expiration of the "freshness" or" sell by" dates.
 - v. The sale price of all products shall not be higher than the price normally charged at similar facilities or to the public local to the machine's location. If Awardee(s} desires to make changes in prices, quantity or quality of product after the first year, the awardee(s} must submit a written request for such changes together with specific justification for such changes.
 - vi. It is the intention of Seminole County to approve such changes in sales prices or other financial relief when the basis for the adjustments is quantified, and such changes are necessary to provide a fair and equitable profit margin for the awardee(s}
 - vii. Seminole County owns and provides two (2) Keurig Coffee machines (one located at the Criminal Justice Center and one at the Civil Courthouse) for which a variety of K-cups must be provided for sale in the snack machine nearby. The vendor shall also supply, at

EXHIBIT A

no additional cost to customers, disposable coffee cups, individually packaged sweeteners, individually packaged creamer, and stirrers for these Keurig machines. Maintenance, cleaning, and restocking of these items is the full responsibility of the vendor.

viii. Vendor must provide all paper products, condiments, utensils and related accessories for products in vending machines.

24. Substitutions:

- a. The Awardee(s) shall deliver only those brands and items approved by Seminole County. In the event of an emergency or a new item that the awardee wants to place in a vending machine on county property, the awardee must contact Seminole County and receive authorization BEFORE placing the substitution into any vending machine

25. Incorrect items in vending machines:

- a. Awardee(s) shall only stock with approved items and if any unapproved item is found in the vending machine at any location, the awardee(s) will be notified in writing to remove the item(s) at all sites within 48 hours.
 - i. The first offense, the Awardee(s) will be issued a warning, and the correction must be made within 48 hours.
 - ii. The second offense shall result in a vendor material complaint against the contract.
 - iii. Repeat offenses may result in termination of the Contract.

26. Service level:

If the selected vendor fails to perform, the County may exercise its right to terminate the Contract.

27. Unsatisfactory Product:

Seminole County reserves the right to terminate the contract at any time for due cause which shall include, but not be limited to, repetitive unsatisfactory delivered products and services. The Awardee(s) will make every effort to resolve the issue within a 48-hour period. Further performance failures will result in material complaints towards the contract which may lead to the termination of this contract for cause.

EXHIBIT A**SEMINOLE COUNTY BCC LOCATIONS**

LOCATION		BEVERAGE	FOOD
1	Red Bug Park 3600 Red Bug Lake Rd. Casselberry, FL	2	1
2	Sanlando Park 401 W. Highland Street Altamonte Springs, FL	1	1
3	County Services Building 1101 East First Street Sanford, FL	4	1
4	Civil Courthouse 301 N. Park Avenue Sanford, FL	3	1
5	Criminal Justice Center 101 Eslinger Way Sanford, FL	7	3
6	Juvenile Justice Center 190 Eslinger Way Sanford, FL	2	1
7	Justice James E.C. Perry Annex 91 Eslinger Way Sanford, FL	1	1
8	Animal Services 232 Eslinger Way Sanford, FL	1	
9	Central Branch Library 215 N. Oxford Rd. Casselberry, FL	1	
10	Central Transfer Station 1950 SR 419 Longwood, FL	1	
11	Community Services 520 West Lake Marv Blvd, Suite 300A, Sanford, FL	1	
12	Facilities Maintenance 205 W. County Home Rd. Sanford, FL	1	
13	Fire Department Training Center 201 Valentine Way Longwood, FL	1	1

EXHIBIT A

14	Lake Sylvan Park 845 Lake Markham Rd. Sanford, FL	1	1
15	Landfill 1930 E. Osceola Rd. Geneva, FL	1	15
16	Roads Division 149 Bush Loop Sanford, FL	1	16

100% Commission paid to Seminole County BCC

HEALTH DEPARTMENT

LOCATION		BEVERAGE	FOOD
17	Health Department 400 W. Airport Blvd. Sanford, FL	1	1

100% Commission paid to the Health Department

SHERIFF'S OFFICE LOCATIONS

LOCATION		BEVERAGE	FOOD
18	John E Polk Correctional Facility 211 Eslinger Way, Sanford, FL	4	5
19	Juvenile Services Center 1151 East 28th St. Sanford, FL	2	1
20	Juvenile Detention Center 200 Eslinger Way Sanford, FL	1	1

100% Commission paid to Sheriff's Office

SPLIT LOCATION

LOCATION		BEVERAGE	FOOD
21	Sheriff's Office/Public Safety Building 100 Eslinger Way, Sanford, FL	5	2

60% Commission to the Sheriff's Office and 40% Commission to Seminole County BBC

EXHIBIT B

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER****ORDER NUMBER: 48148**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT

00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

TERMS AND CONDITIONS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

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

Rev. 10/2021

EXHIBIT C

Compass Group USA, Inc. dba Canteen

CONTRACT PRICING

The Contractor shall pay Seminole County a twenty percent (20%) commission on all gross proceeds generated from the beverage and food machines except cold food machine products.

- Canteen will increase vending pricing. (See product/pricing sheet below).
- Canteen will pay 20% commission monthly on all products except cold food machine products.
- Canteen will guarantee \$30,000 annual commissions to Seminole County Board of Commissioners.
- Canteen will use existing equipment that is in place for Seminole County Board of Commissioners. Canteen will upgrade 20% of the existing equipment at the client's request.
- At the close of each accounting period, Canteen will submit to a computerized report indicating the sales generated from the service operation. Included with the report will be a commission check calculated on a percentage of those sales.

EXHIBIT C

Menu and Item Pricing

Based on our discussions, the information you provided us and our analysis of your needs, we have developed the following pricing plan. Canteen will operate vended refreshment services at your facility under a profit-and-loss scenario. We will vend all products at mutually agreed upon price levels.

Product Category	Product Name	Current Price for Options One & Three	Increased Price for Options Two
BOTTLE BEV	Barq's Root Beer (20 oz.)	\$2.25	\$2.50
	Canada Dry Ginger Ale (20 oz.)	\$2.25	\$2.50
	Cherry Coke (20 oz.)	\$2.25	\$2.50
	Coca Cola Classic (20 oz.)	\$2.25	\$2.50
	Coca Cola Zero Sugar Bottle (20 oz.)	\$2.25	\$2.50
	Crush Orange (20 oz.)	\$2.25	\$2.50
	Diet Coke (20 oz.)	\$2.25	\$2.50
	Diet Dr Pepper (20 oz.)	\$2.25	\$2.50
	Diet Mountain Dew (20 oz.)	\$2.25	\$2.50
	Diet Pepsi (20 oz.)	\$2.25	\$2.50
	Dr Pepper (20 oz.)	\$2.25	\$2.50
	Fanta Grape (20 oz.)	\$2.25	\$2.50
	Fanta Orange (20 oz.)	\$2.25	\$2.50
	Fanta Pineapple (20 oz.)	\$2.25	\$2.50
	Lipton Brisk Lemon Iced Tea (20 oz.)	\$2.25	\$2.50
	Lipton Green Tea with Citrus (20 oz.)	\$2.25	\$2.50
	Mountain Dew (20 oz.)	\$2.25	\$2.50
	Mountain Dew Baja Blast (20 oz.)	\$2.25	\$2.50
	Mountain Dew Code Red (20 oz.)	\$2.25	\$2.50
	Mountain Dew Zero Sugar (20 oz.)	\$2.25	\$2.50
	Pepsi (20 oz.)	\$2.25	\$2.50
	Pepsi Wild Cherry (20 oz.)	\$2.25	\$2.50
	Pepsi Zero Sugar (20 oz.)	\$2.25	\$2.50
	Schweppes Ginger Ale (20 oz.)	\$2.25	\$2.50
	Seagrams Ginger Ale (20 oz.)	\$2.25	\$2.50
	Sprite (20 oz.)	\$2.25	\$2.50
	Sprite Zero Sugar (20 oz.)	\$2.25	\$2.50
CANDY	3 Musketeers V (1.92 oz.)	\$1.50	\$1.75
	Baby Ruth (1.9 oz.)	\$1.50	\$1.75
	Butterfinger (1.9 oz.)	\$1.50	\$1.75
	Fruit Gushers Super Sour Berry (1.9 oz.)	\$1.50	\$1.75
	Fruit Gushers Tropical (4.25 oz.)	\$3.50	\$3.75
	Hershey's Milk Chocolate with Almonds (1.45 oz.)	\$1.50	\$1.75
	Kars Salted Cashews (1 oz.)	\$1.50	\$1.75
	Kellogg Nutrigrain Apple Cinnamon Cereal Bar (1.3 oz.)	\$1.50	\$1.75
	Kinder Bueno Chocolate Bar (1.5 oz.)	\$1.50	\$1.75

EXHIBIT C

Product Category	Product Name	Current Price for Options One & Three	Increased Price for Options Two
	Kit Kat (1.5 oz.)	\$1.50	\$1.75
	Lance Grilled Cheese Captains Wafers (1.375 oz.)	\$1.35	\$1.60
	Lays Munchies Cheese Peanut Butter Cracker (1.42 oz.)	\$1.35	\$1.60
	Lays Munchies Peanut Butter Toast Cracker (1.42 oz.)	\$1.35	\$1.60
	M&M Peanut Butter V (1.63 oz.)	\$1.50	\$1.75
	M&M Plain V (1.69 oz.)	\$1.50	\$1.75
	Nabisco Belvita Blueberry Breakfast Biscuits (1.76 oz.)	\$1.50	\$1.75
	Nature Valley Crunchy Oats and Honey (1.5 oz.)	\$1.50	\$1.75
	Orbit Peppermint Sugar Free Gum (14piec)	\$2.25	\$2.50
	Oreo Chocolate Cookie (2.4 oz.)	\$1.50	\$1.75
	Planters Salted Peanuts (2 oz.)	\$1.50	\$1.75
	QuestBar Cookies & Cream Protein Bar (2.12 oz.)	\$3.25	\$3.50
	Reese's Nutrageous (1.66 oz.)	\$1.50	\$1.75
	Reese's Peanut Butter Cups (1.5 oz.)	\$1.50	\$1.75
	Sahale Classic Fruit & Nut Blend Mix (1.5 oz.)	\$2.35	\$2.60
	Skittles Original Fruit V (2.17 oz.)	\$1.50	\$1.75
	Snickers V (1.86 oz.)	\$1.50	\$1.75
	Sour Patch Kids (2 oz.)	\$1.50	\$1.75
	Tic Tac Orange (1.7 oz.)	\$2.25	\$2.50
	Twix V (1.79 oz.)	\$1.50	\$1.75
	Twizzlers Strawberry (2.5 oz.)	\$1.50	\$1.75
	Wonderful Chili Roasted No Shell Pistachios (.75 oz.)	\$1.50	\$1.75
GUM & MINTS	Tic Tac Freshmints (1 oz.)	\$2.25	\$2.50
JUICE	Bang Blue Razz Brain & Body Fuel (16 oz.)	\$3.50	\$3.75
	Celsius Sparkling Kiwi Guava (12 oz.)	\$3.50	\$3.75
	Celsius Sparkling Orange (12 oz.)	\$3.50	\$3.75
	Celsius Sparkling Peach Vibe (12 oz.)	\$3.50	\$3.75
	Celsius Sparkling Wildberry (12 oz.)	\$3.50	\$3.75
	Celsius Tropical Vibe (12 oz.)	\$3.50	\$3.75
	Gatorade Cool Blue (20 oz.)	\$2.25	\$2.50
	Gatorade Fruit Punch (20 oz.)	\$2.25	\$2.50
	Gatorade Lemon Lime (20 oz.)	\$2.25	\$2.50
	Gatorade Orange (20 oz.)	\$2.25	\$2.50
	Glaceau Smart Water (20 oz.)	\$2.25	\$2.50
	Lipton Peach Iced Tea (20 oz.)	\$2.25	\$2.50
	Lipton PureLeaf Sweet Tea (18.5 oz.)	\$3.50	\$3.75
	Monster Energy (16 oz.)	\$3.50	\$3.75
	Monster Energy Ultra Strawberry Dreams (16 oz.)	\$3.50	\$3.75
	Monster Energy Zero Ultra (16 oz.)	\$3.50	\$3.75
	Monster Mean Bean Java (15 oz.)	\$3.50	\$3.75
	Mountain Dew Amp Original Energy Drink (16 oz.)	\$3.50	\$3.75
	Ocean Spray Cranberry Grape (15.2 oz.)	\$2.25	\$2.50
	Powerade ION Zero Mixed Berry (20 oz.)	\$2.25	\$2.50
	Powerade ION4 Fruit Punch (20 oz.)	\$2.25	\$2.50

EXHIBIT C

Product Category	Product Name	Current Price for Options One & Three	Increased Price for Options Two
	Powerade ION4 Mountain Blast (20 oz.)	\$2.25	\$2.50
	Powerade ION4 Orange (20 oz.)	\$2.25	\$2.50
	Red Bull Energy Drink (8.4 oz.)	\$3.50	\$3.75
	Red Bull Sugar Free Energy Drink (8.4 oz.)	\$3.50	\$3.75
	Rockstar Punched Fruit Punch (16 oz.)	\$3.50	\$3.75
	Starbucks Double Shot Mocha (15 oz.)	\$3.50	\$3.75
	Starbucks Double Shot Vanilla (15 oz.)	\$3.50	\$3.75
	Starbucks Frappuccino Vanilla (9.5 oz.)	\$3.75	\$4.00
	Vitamin Water Acai Blueberry Pomegranate XXX (20 oz.)	\$2.25	\$2.50
LG SNACKS	Bugles Original (1.5 oz.)	\$1.35	\$1.60
	Cheetos Cheddar Jalapeno (2.75 oz.)	\$1.35	\$1.60
	Cheetos Crunchy (2 oz.)	\$1.35	\$1.60
	Cheetos Flamin Hot (2 oz.)	\$1.35	\$1.60
	Cheetos Puffs (1.375 oz.)	\$1.35	\$1.60
	Cheez-Its (2 oz.)	\$1.35	\$1.60
	Chester Fries Flamin' Hot (1.75 oz.)	\$1.35	\$1.60
	Doritos Cool Ranch (1.75 oz.)	\$1.35	\$1.60
	Doritos Nacho Cheese (1.75 oz.)	\$1.35	\$1.60
	Fritos Flavor Twists with Honey BBQ (2 oz.)	\$1.35	\$1.60
	Funables Mixed Berry Fruity Snacks (2.5 oz.)	\$1.60	\$1.85
	Funyuns (1.25 oz.)	\$1.35	\$1.60
	Grandmas Mini Chocolate Chip Cookies (2 oz.)	\$1.35	\$1.60
	Haribo Gummi Gold-Bears (2 oz.)	\$1.50	\$1.75
	Lays BBQ (1.5 oz.)	\$1.35	\$1.60
	Lays Cheese Fix Munchies (1.75 oz.)	\$1.35	\$1.60
	Lays Dill Pickle Chips (1.5 oz.)	\$1.35	\$1.60
	Lays Regular Chips (1.5 oz.)	\$1.35	\$1.60
	Lays Salt & Vinegar (1.5 oz.)	\$1.35	\$1.60
	Lays Sour Cream & Onion Chips (1.5 oz.)	\$1.35	\$1.60
	LuLu Platanitos Salted (2.5 oz.)	\$1.35	\$1.60
	Ms Vickies Spicy Dill Pickle (1.375 oz.)	\$1.35	\$1.60
	Oven Baked Lays BBQ (.875 oz.)	\$1.35	\$1.60
	Pringles Sour Cream and Onion (2.5 oz.)	\$1.85	\$2.10
	Ruffles Cheddar Sour Cream (1.5 oz.)	\$1.35	\$1.60
	Second Nature Dark Chocolate Medley (1.75 oz.)	\$2.35	\$2.60
	Slim Jim Original Monster Shortboi (.97 oz.)	\$1.50	\$1.75
	Smartfood White Cheddar Popcorn (1 oz.)	\$1.35	\$1.60
	Snyder's Fat Free Mini Pretzel (1.5 oz.)	\$1.35	\$1.60
	Sun Chips Garden Salsa (1.5 oz.)	\$1.35	\$1.60
	Sun Chips Harvest Cheddar (1 oz.)	\$1.35	\$1.60
	TGIF Cheddar Bacon Potato Skins (1.75 oz.)	\$1.35	\$1.60
NON CARB BEV	Aquafina (20 oz.)	\$2.00	\$2.25
	Bai Molokai Coconut (18 oz.)	\$3.50	\$3.75
	BodyArmor Strawberry Banana SuperDrink (16 oz.)	\$2.50	\$2.75

EXHIBIT C

Product Category	Product Name	Current Price for Options One & Three	Increased Price for Options Two
	BodyArmor Strawberry Grape Mamba Forever SuperDrink (16 oz.)	\$2.50	\$2.75
	Dasani Water (20 oz.)	\$2.00	\$2.25
	Dole/Ocean Spray 100% Apple Juice (15.2 oz.)	\$2.25	\$2.50
	Dunkin Donuts French Vanilla Iced Coffee (13.7 oz.)	\$3.50	\$3.75
	Dunkin Donuts Mocha Iced Coffee (13.7 oz.)	\$3.50	\$3.75
	Gatorade Zero Glacier Cherry (20 oz.)	\$2.25	\$2.50
	Nestle Pure Life Purified Water (16.9 oz.)	\$2.00	\$2.25
	Snapple Apple PL (16 oz.)	\$3.50	\$3.75
	Snapple Kiwi Strawberry PL (16 oz.)	\$3.50	\$3.75
OTHER PRODUCTS	Category Product - Other Products 91	\$1.25	\$1.50
PASTRY	Cloverhill Big Texas Cinnamon Roll (4 oz.)	\$1.60	\$1.85
	Entenmanns Chocolate Frosted Mini Donuts (3.25 oz.)	\$1.60	\$1.85
	Grandmas Mini Vanilla Cream Cookies (2.12 oz.)	\$1.60	\$1.85
	Kellogg Pop Tarts Frosted Brown Sugar Cinnamon (3.3 oz.)	\$1.60	\$1.85
	Kellogg Pop Tarts Frosted Strawberry (3.3 oz.)	\$1.60	\$1.85
	Kellogg Rice Krispies Treats (2.13 oz.)	\$1.60	\$1.85
	Knotts Berry Strawberry Shortbread Cookie (2 oz.)	\$1.60	\$1.85
	Little Debbie Double Decker Oatmeal Cream Pie (3.9 oz.)	\$1.60	\$1.85
	Mrs. Freshley's Crunch Mini Donut (3.4 oz.)	\$1.60	\$1.85
	Mrs. Freshley's Jumbo Glazed Honey Bun (4 oz.)	\$1.60	\$1.85
	Mrs. Freshley's Powdered Donut (3 oz.)	\$1.60	\$1.85



EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS RFP-605040-25/LAS VENDING MACHINE SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (<u>Any Auto or Owned, Hired, and Non- Owned Autos</u>)
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D. Cyber Liability and Technology Errors and Omissions Insurance:

\$ 1,000,000	Per Claim
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E. Crime and Employee Dishonesty Liability:

\$ 500,000	Per Occurrence
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Agreement Name: Term Contract for Vending Machine Services
 Agreement Number: RFP-605050-25/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-605050-25/LAS are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this October day of 9th, 2025.

Compass Group USA, Inc. by and through its Canteen Division

Consultant Name _____

By: Michael T Coffey

Print/Type Name: Michael T Coffey

Title: Division President

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 9th day of October, 2025, by Michael T Coffey (Full Name of Affiant).



NICOLA F. PAGLEY
 Commission # HH 674124
 Expires August 31, 2029

Nicola F. Pagley
 Print/Type Name Nicola F. Pagley
 Notary Public in and for the County
 and State Aforementioned
 My commission expires: August 31, 2029

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael Coffey

Title: Division President

Signature: 

Date: July 1, 2025

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # Term Contract for Vending Machine Services (RFP-605050-25/LAS)

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Compass Group USA, Inc. by and through its Canteen Division, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Compass Group USA, Inc. by and through its Canteen Division

Authorized Signature: Mich T Coffey Date: 10-9-2025

Printed Name: Michael T Coffey

Title: Division President

STATE OF Florida

COUNTY OF Pi nellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of October, 2025, by Michael T Coffey, as Division President on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

Nicola F Pagley
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Nicola F Pagley
My commission expires: August 31, 2029



NICOLA F. PAGLEY
Commission # HH 674124
Expires August 31, 2029

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Compass Group USA, Inc. by and through its Canteen Division

Signature: 

Printed Name: Michael T Coffey

Title: Division President

Date: July 1, 2025

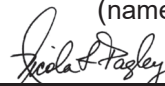
Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 1st day of July, 2025, by Michael T Coffey.

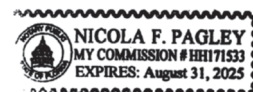
(name of person making statement)


Signature of Notary Public

Nicola F Pagley

Print/Type/Stamp Commissioned Name of Notary Public

✓ Personally Known OR _____ Produced Identification



Type of Identification Produced: _____