

AN ORDINANCE 2013 - 11 - 21 - 0778

AUTHORIZING EXECUTION OF A CONTRACT WITH READY SNACKS OF SAN ANTONIO, LLC TO PROVIDE HEALTHY SNACK VENDING SERVICES IN CITY-OWNED AND LEASED FACILITIES WITH ANTICIPATED REVENUE OF \$3,500.00 ANNUALLY, WHICH WILL BE DEPOSITED INTO THE APPROPRIATE GENERAL FUND, SPECIAL REVENUE FUND OR ENTERPRISE FUND.

* * * * *

WHEREAS, a Request For Proposals (“RFP”) seeking proposals to provide healthy snack options for employees and visitors at various City-owned and City-leased properties and facilities was issued by City Staff on April 20, 2013; and

WHEREAS, on May 29, 2013, two proposals were received in response to the RFP; and

WHEREAS, an evaluation team comprised of various members of City Staff has evaluated the Proposals received and has recommended that the Proposal of Ready Snacks of San Antonio, LLC be accepted, and that the City enter into a License Agreement with this company for an initial five year term, with two (2) two year extensions, upon subsequent approval by the City Council; and

WHEREAS, the City Council, upon consideration of and deliberation on such recommendation, desires to accept City Staff’s recommendation; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of the License Agreement for snack services in certain City-owned and City-leased facilities with Ready Snacks of San Antonio, LLC (“Ready Snacks”), under which Ready Snacks will provide snack, fresh/frozen food, and hot drink vending machine services to the City for an initial five year term, with two (2) two-year extensions, at the City’s sole option without the necessity of subsequent City Council approval, are hereby approved.

The City Manager, or her designee, or the Director of Finance, or his designee, is hereby authorized to enter into and execute the License Agreement, under terms and conditions substantially in accordance with those set forth in **Attachment I** to this Ordinance.

SECTION 2. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to various vendors. All expenditures will be in accordance with the Fiscal Year 2014 and subsequent budgets that fall within the term period of this contract approved by City Council.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately, upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED and APPROVED this 21st day of November, 2013.

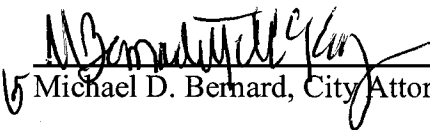

M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney

Agenda Item:	5 (in consent vote: 5, 6, 7, 8, 10A, 10B, 11, 12, 13, 14, 15, 16B, 19, 20, 21, 22, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 40, 41, 42, 43, 44, 45, 46)
Date:	11/21/2013
Time:	12:17:52 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing execution of a contract with Ready Snacks of San Antonio, LLC to provide healthy snack vending services in City-owned and leased facilities with anticipated revenue of \$3,500.00 annually, which will be deposited into the appropriate General Fund, Special Revenue Fund or Enterprise Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Carlton Soules	District 10		x				

A T T A C H M E N T I

STATE OF TEXAS §
 § **READY SNACK'S LICENSE FOR VENDING SERVICES**
COUNTY OF BEXAR §

This Agreement for Vending Services ("Agreement") is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation ("City"), acting by and through its City Manager or, her designee or its Director of Finance or his designee, pursuant to Ordinance No. 2013-11-__-____, dated November __, 2013, and Ready Snacks of San Antonio, LLC ("Contractor") acting by and through its authorized President.

ARTICLE I
PURPOSE AND SCOPE

1.01 The purpose of this Agreement is to set out the terms and conditions under which the Contractor agrees to and shall provide City with certain snack and Ice Cream vending machines (hereinafter "Vending machines" or "Machines") services at locations on City owned and/or controlled facilities ("Premises"), the locations for which shall be decided by the mutual agreement of the Parties hereto.

1.02 The Parties hereby acknowledge and understand that the locations for placement of Machines as well as the type and/or number of Machines at a particular location may change from time to time, as approved by the Parties in the manner set forth in Section 12.02, as needs and desires of City change during the term and any renewal of this Agreement. By way of example only, such a change may be prompted by new and expired lease agreements between the City and third-parties.

ARTICLE II
TERM

2.01 The initial term of this Agreement shall be for five (5) years commencing on December 1, 2013 ("Commencement Date") and terminating November 30, 2018, unless sooner terminated as hereinafter provided or renewed, as provided below.

2.02 The Parties agree that for the month of November, 2013, Contractor shall provide City with Vending machines services in accordance with all of the terms and conditions of the current contract between the City and Independent Vendors of San Antonio, which was approved pursuant to Ordinance No. 2006-06-29-0814, passed and approved on June 29, 2006.

2.03 This Agreement may be extended for up to two additional two (2) year periods, at the option and sole discretion of the City upon approval by the Finance Director, without the necessity of an Ordinance adopted by City's City Council.

2.04 Upon expiration of this Agreement or early termination, Contractor shall remove all Machines from all locations prior to the termination date, starting no sooner than the tenth (10th) business day before the effective date of termination.

ARTICLE III RIGHT OF ACCESS

3.01 City, in consideration of the covenants and agreements to be performed by Contractor and upon the terms and conditions hereinafter stated, grants to Contractor a license to install, service and maintain certain Vending machines on the Premises at locations and in the number and type [(ie) various food items] to be decided by mutual agreement of the Parties hereto, subject to the obligations imposed in Section 3.03. Nothing in this Agreement shall prevent Contractor from recommending to City, in an advisory role, the type and/or location of Machines on the Premises.

3.02 The provisions of Section 3.01 notwithstanding, it is understood and agreed between the Parties that City's Finance Director or his designee is responsible for oversight and implementation of this Agreement.

3.03 In determining locations and selecting Vending machines, Contractor agrees to comply with all applicable Federal, State and Local laws and regulations, including but not limited to the Fire Code and the American With Disabilities Act, and to maximize access for the greatest number of persons, as reasonably feasible.

ARTICLE IV SERVICES BY CITY

4.01 Subject to the requirements of Section 3.01 of this Agreement, City, at City's sole cost and expense, will provide Contractor, for the term of this Agreement and any renewal period, the following: (1) access to locations with sufficient space to properly install, service and maintain Vending machines; and, (2) all utility connections. CITY shall not be responsible for damage to any Machine or merchandise contained in any Machine due to any interruption of electrical service or power failure.

4.02 Any other provision hereunder notwithstanding, this Agreement does not create nor impose an obligation on City to create space or install utility connections for vending services.

ARTICLE V
SERVICES BY CONTRACTOR

5.01 Contractor shall provide all equipment required and necessary to properly furnish City with vending services for the term of this Agreement and any renewal hereof. Initially, Contractor's Machines will remain at existing locations identified in Exhibit "A". The City reserves the right to include or exclude additional locations during the term of the Agreement upon mutual agreement of the parties. Machines shall be installed or removed within 15 days of notice by the City.

The existing Machine at City Hall shall be replaced with a new Machine with a new façade within 60 days of the Commencement Date.

Machines at the following locations shall be upgraded with new facades and drop sensor guaranteed delivery options within six (6) months following the Commencement Date: (1) Convention Center docks; (2) Convention Center Hall C and D areas; the AlamoDome; St. Mary's Learning Center; A.J. Benavides Learning Center; Frank Wing Detention Center; and ITSD. The new façade for each of these Machines shall be approved by City prior to installation.

A credit card reader shall be installed on any of these Machines within thirty (30) business days following receipt of a written request specifying the Machine(s) from City's Finance Director or his designee.

5.02 It is agreed between the Parties that the equipment and Machines are and shall remain the property of Contractor and CITY shall not be liable for damage to the Vending machines or their contents for any reason, whether such damage is caused by negligent or intentional acts.

5.03 Contractor shall be responsible for and shall provide City the following services at Contractor's sole cost and expense:

- a. all necessary maintenance, routine maintenance and repair of the Machines including replacement of a Machine if repairs and/or maintenance cannot be completed on site after Contractor is made aware of any malfunction which prevents normal operation of the Machine; Contractor agrees to provide an on-call maintenance program during business hours and to respond to City's request for maintenance or repair within twenty-four (24) hours on business days, unless any portion of the twenty-four (24) hour period occurs on a holiday or non-business day, in which case Contractor shall have seventy-two (72) hours to perform service; Contractor shall either have the Machine repaired or replaced within the allotted time after receiving a request for maintenance or repair from City;

- b. provide new or Class A used/refurbished Machines that are nationally recognized brands within the vending industry;
- c. All new Machines (not refurbished) purchased to meet the requirements of this Agreement must be Data Exchange (DEX) capable, unless another comparable system is approved by the Finance Director or his designee, however it is the understanding of the Parties that Machines presently owned by Contractor that shall be utilized under this Agreement are not DEX capable and this is acceptable to City;
- d. provide Machines capable and properly sized for existing electrical branch circuits and receptacles;
- e. provide and maintain at all times a clearly visible "For Service or Lost Money Refund Call" telephone number in the upper left hand corner of each Machine for service calls and lost money reimbursement;
- f. during each service visit, check with a designated contact person at each vending location to reimburse that person for any and all lost money claims;
- g. stock only standard and nationally name brand items of first class standard grades and of good quality in the Machines; merchandise of a lesser quality or substantially different type may not be placed in the Machines without written approval from City;
- h. not less than 80% of the total slots available in each Machine must comply with all of the following guidelines per package:
 - No more than 200 calories
 - No more than 35% of calories as fat
 - No more than 10% of calories as saturated fat
 - No more than 35% of calories as sugar
 - No more than 250 milligrams of sodium per package
 - No fried foods

Nuts, seeds, whole/dried fruits, chesses and yogurts are exempted from the fat and sugar criteria, but must be less than 200 calories per package; the above percentages and guidelines may only be modified upon mutual agreement of the parties;

- i. not less than 80% of the total slots available in each Machine shall consist of products listed in Exhibit "B" to this Agreement. Products can be added to or removed from Exhibit "B" only with the prior written approval of the Director of Finance or his designee. Contractor may determine the remaining 20% of the products offered in each Machine. The price charged for each product listed in Exhibit "B" shall be the price stated in Exhibit "B". That price may be changed only upon written request of Contractor **and** the prior written approval of the Finance Director or his designee. Contractor's written request shall include detailed documentation substantiating the requested change. The decision of the Finance Director or his designee shall be final;
- j. coordinate with City staff at each location on the type and mix of food items listed in Exhibit "B" that will be stocked in the machines;

- k. only use pre-packaged products in the Machines labeled with expiration dates that are clearly printed and visible and ensure that no outdated snack/food items are sold and Contractor shall comply with all applicable regulations and qualifications regarding packaging, labeling, ingredient listing and standards;
- l. shall ensure that all Machines are properly stocked with the required percentage of healthy snacks not later than December 16, 2013 and at all times during the term and any renewal of this Agreement, with the minimum re-stocking visits necessary to provide and maintain wholesome foods;
- m. ensure that all Vending machines are maintained in good working order and are kept clean and sanitized;
- n. ensure that all Machines and access to Machines meet the requirements of the American Disabilities Act and the Occupational Safety and Health Act of 1970 (OSHA);
- o. ensure that all Machines accept dollar bills or, alternatively, that a "bill-changing" machine that, at a minimum, accepts \$1.00 bills is co-located with all Vending machines placed under the terms of this Agreement;
- p. ensure that all Machines will accept any and all U.S. dollar coins;
- q. provide adequately trained personnel to provide the services herein described; require that all Contractor personnel wear a uniform and/or badge that clearly identifies the name of both the person performing the service and the contractor while on the premises; and, ensure that Contractor personnel comply with all rules and regulations applicable to City employees while on the Premises;
- r. ensure that while performing the duties and obligations set out in this Agreement, best efforts are utilized by Contractor's employees, agents and representatives to work in a manner that minimizes interference with City staff and other persons ability to move freely and safely in the area in close proximity to the Vending machines; and
- s. wherever possible, install and use energy management devices on Vending machines.
- t. Contractor shall provide an assortment of products meeting the San Antonio Healthy Vending Guidelines for annual sample tastings during the initial and each renewal term of the Agreement. The time, date and location of each annual event will be determined by the City in its sole discretion.

ARTICLE VI
PRICE OF MERCHANDISE AND ACCESS TO RECORDS

6.01 Prices of products to be placed in the Machines are as identified on Exhibit "B" attached hereto and incorporated herein, as if fully set out. All prices are fixed for the initial year from the Commencement Date and thereafter, requests for changes in pricing shall be submitted in writing by Contractor to the Finance Director or his designee with documentation supporting the request. The City shall have sole authority to approve/reject such requested changes and such changes shall be made in the manner set forth in Section 12.02.

6.02 Contractor shall maintain, in San Antonio, Texas, accounting records in connection with this Agreement, consistent with generally accepted accounting principals. These records will be maintained for the duration of the Agreement, including any renewal term, and three (3) years thereafter. Contractor agrees to and shall, at any reasonable time, allow the City, or City's designated representative, access to all its records (excluding client specific information for private entities other than the City), including but not limited to the accounting records that the City, in its sole discretion, determines to be relevant to this Agreement, for examination and audit purposes and to allow copies and/or excerpts to be made. The Parties agree and understand that access to Contractor's records necessarily includes City's access to the Machines themselves for the purpose of examining and reading meters.

6.03 To the extent Contractor utilizes any subcontractor under this Agreement, Contractor agrees to and shall ensure that the terms and conditions of Section 6.02 are applicable to each and every subcontractor and Contractor shall further ensure that the City, by and through the Contractor's agreement with the subcontractor, shall have access to said subcontractor's books and records for examination and audit purposes and that the City is allowed to make copies and/or excerpts of same.

ARTICLE VII
INDEMNITY

7.01 **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **CITY**, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **CITY** directly or indirectly arising out of, resulting from or related to **CONTRACTOR'S** activities under this Agreement, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents

employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

7.02 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

ARTICLE VIII INSURANCE

8.01 Prior to the commencement of any work under this Contract, Contractor shall furnish an original completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "**Healthy Snack Vending Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of the applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

8.02 The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the City allow modification whereupon the City may incur increased risk.

8.03 A Contractor's financial integrity is of interest to the City, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A. M. Best's rating no less than A- (VII), in the following types and amounts not less than the amounts listed below:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following:	
a. Premises/Operations	For <u>Bodily Injury</u> and
b. Independent Contractors	<u>Property Damage</u> of
c. Products/completed operations	\$1,000,000 per occurrence; \$2,000,000 general aggregate
d. Personal Injury	or its equivalent in umbrella or
e. Contractual liability	excess liability coverage
f. Damage to property rented by you	f. \$100,000
3. Business Automobile Liability	
a. Owned/leased vehicles	<u>Combined Single Limit</u> for <u>Bodily</u>
b. Non-owned vehicles	<u>Injury</u> and <u>Property Damage</u> of
c. Hired vehicles	\$1,000,000 per occurrence.

8.04 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of contractor herein, and provide a certificate of insurance and endorsement that names the contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by the City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

8.05 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy

provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

8.06 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

8.07 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

8.08 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

8.09 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

8.10 It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

8.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

8.12 Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE IX LIAISONS AND NOTICES

9.01 Unless written notification by Contractor to the contrary is received by City, Contractor's Tammy Lull shall be its designated representative responsible for the management of this Agreement.

9.02 Unless written notification by City to the contrary is received by Contractor, the Finance Director, shall be City's designated representative responsible for management of this Agreement.

9.03 Communications between City and Contractor shall be directed to the designated representatives of each as set forth above.

9.04 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and either hand-delivered, transmitted via facsimile or mailed, registered or certified mail, postage prepaid, to the addresses or facsimile telephone number set forth below:

CITY: City of San Antonio
Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966
(210) 207-5734, Fax (210) 207-4072

CONTRACTOR: Ready Snacks of San Antonio, LLC
20610 View Meadow
San Antonio, Texas 78258
(210) 559-7561

Notice of change of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

ARTICLE X **PROCEEDS**

10.01 As consideration for the benefits granted under this Agreement, Contractor agrees to and shall pay City five percent (5%) of Adjusted Metered Gross Receipts received each month by Contractor and its Subcontractor. Provided, however, Contractor agrees to and shall pay City seven percent (7%) of Adjusted Gross Receipts received each month by Contractor and its Subcontractor from all Machines should the average adjusted Machine sales reach \$250.00 to \$299.99 per Machine in the monthly period; Contractor agrees to and shall pay City twelve percent (12%) of Adjusted Gross Receipts received each month by Contractor and its Subcontractor from all Machines should the average adjusted Machine sales reach or exceed \$300.00 per Machine in the monthly period

10.02 Commission payments to the City shall be based upon a percentage of Adjusted Metered Gross Receipts. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the Machine at the time of service, less refunds, test vends, and burglaries.

10.03 All Machines must have internal electronic, non-resettable cash sales meters. Upon commencement of the contract, meters will be read, recorded and mutually verified with Department of Finance personnel at the time of installation. Period ending cash sales meter readings will be required for every Machine with each monthly Sales and Commission Report. Electronic meter readings will be subject to audit by the City, its representatives, or an authorized third party at any time.

- a. Commission payments and Sales and Commission Reports from the Contractor are due to the Department of Finance by the twentieth (20th) of the month for the previous month's transactions. Monthly Sales and Commission reports for vending services shall include the following information:
 1. Location
 2. Machine serial number
 3. Machine Type
 4. Beginning Cash Sales Meter reading for the reporting period per Machine
 5. Ending Cash Sales Meter reading for the reporting period per Machine.
 6. Metered Gross Receipts per Machine
 7. Adjustments to Metered Gross Receipts per Machine (less refunds, test vends, and burglaries)

8. Adjusted Metered Gross Receipts per Machine
9. Commission Rate for each Machine
10. Commission Due for each Machine
11. Summary of Metered Gross Receipts, Adjustments to Metered Gross Receipts, Adjusted Metered Gross Receipts and Commissions Due for all Machines

10.04 The Report required under Section 10.03 shall be accompanied by a check made payable to the City of San Antonio, Texas for the total amount of the commission due from revenues collected from all Machines placed under the authority of this Agreement.

10.05 Contractor agrees and understands that, as required and provided in this Agreement, City reserves the right to audit Contractor's and its subcontractors' books and records, these records which the City determines relevant to this Agreement, for the purpose of determining the accuracy of the reported gross revenues and Contractor's and its subcontractors' compliance with this Agreement. City, if it elects, has the right to require that any or all such books and records be submitted for audit to City or to a Certified Public Accountant selected by City, or any other City designee. If it shall be determined, as a result of such audit, that there has been a deficiency in the gross revenues reported to the City or the payments due to City hereunder, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if gross revenues or payments have been understated by more than two percent (2%) of the gross revenues reported to the City during the previous reporting period, then the entire expense of the audit shall be borne by the Contractor.

10.06 Contractor agrees and understands that Contractor shall be solely responsible for and shall pay without delinquency any and all applicable Federal, State or Local taxes and fees, as applicable

ARTICLE XI
LEGAL AUTHORITY

11.01 Contractor represents, warrants, assures and guarantees that the person/entity signing this Agreement on its behalf possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein set out.

ARTICLE XII
CHANGES AND AMENDMENTS

12.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment.

12.02 As expressed in Section 1.02 of this Agreement, the Parties agree that the

locations of the Machines, as well as the type and/or number of Machines at a particular location, are subject to change upon mutual agreement of the Parties. To the extent locations are added or deleted or the type or number of Machines at a particular location for Vending machines are altered or product pricing, as set forth in Exhibit "B", is changed, as provided for in Section 6.01, this Agreement does not need to be formally amended, but in lieu thereof, a letter on City Letterhead sent to Contractor by the City's Finance Director regarding the changes contemplated in this Section shall suffice to accomplish the change. Said letter(s) shall become part of and be incorporated into this Agreement and shall set forth the location(s), the type(s), serial number(s), as available, and/or number of Machine(s) involved as well as the target date for either removal or placing of the Machine(s) and the changes in pricing. The letter shall be sent to Contractor in a manner provided in Article IX of this Agreement as soon as possible but not less than five (5) business days before the proposed change(s) occur. Contractor agrees to and shall comply with the terms and conditions set out in any such letter received under this provision.

12.03 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE XIII TERMINATION

13.01 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term or earlier termination pursuant to any of the provisions hereof.

13.02 Termination Without Cause. This Agreement may be terminated by either party upon 180 days calendar days' written notice.

13.03 Termination for Cause. Upon written notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of 1 or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

- a) The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval;
- b) Filing bankruptcy or selling substantially all of company's assets

13.04 Defaults with Opportunity for Cure. Should Licensee default in the performance of this Agreement in a manner stated in this section below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Licensee shall have thirty (30) calendar days

after receipt of the written notice to cure such default. If Licensee fails to cure the default within such thirty (30) day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate.

- a. Licensee's failure to pay any commission when due to City, as required herein;
- b. Licensee (i) vacates or abandons all or a substantial portion of the Premises without City's consent or (ii) fails to continuously operate a vending machine business;
- c. Licensee fails to discharge any lien placed upon the Premises within thirty (30) days after any such lien or encumbrance is filed against the Premises;
- d. Licensee fails to comply with any term, provision or covenant of this Agreement and shall not cure such failure, to the satisfaction of City.

13.05 Upon any occurrence of a default, if not cured, City shall have the option, without any notice or demand, to terminate this Agreement and enter upon and take possession of the Premises and expel or remove Licensee and Licensee's property from the Premises, to the extent allowed by law.

13.06 If City terminates this Agreement, Licensee shall be liable for and shall pay to City all the sums owed to City hereunder accrued to the date of such termination. If such termination is for cause, Licensee shall also pay City the costs of removing, storing or disposing of Licensee's property, if any, and all reasonable expenses incurred by City in enforcing or defending City's rights and/or remedies hereunder, including without limitation, all reasonable attorneys' fees and all court costs incurred in connection with such enforcement or defense.

ARTICLE XIV ASSIGNMENTS

14.01 No Party hereto shall transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder without the express written consent of the other Party. This includes but is not limited to a change in Contractor's legal structure and/or joint venture agreement. Any attempt at transfer, pledge or other assignment contrary to this provision shall be *void ab initio* and shall confer no rights upon any third person.

ARTICLE XV SEVERABILITY OF PROVISIONS

15.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

ARTICLE XVI
ENTIRE AGREEMENT

16.01 This Agreement constitutes the final and entire understanding between the Parties hereto. No other agreements, oral or otherwise, exist.

ARTICLE XVII
TEXAS LAW TO APPLY

17.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie in Bexar County, Texas.

ARTICLE XVIII
CAPTIONS

18.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

ARTICLE XIX
LIENS PROHIBITED

19.01 Contractor agrees and understands that Contractor has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of City or Contractor in the Premises.

ARTICLE XX
EVENTS OF DEFAULT

20.01 Notwithstanding any other provision contained in this Agreement, each of the following events (herein individually referred to as an "Event of Default") shall be deemed to be a default in or breach of Contractor's obligations under this Agreement:

- a. Contractor's failure to pay any commission when due to City, as required herein;
- b. Contractor (i) vacates or abandons all or a substantial portion of the Premises without City's consent or (ii) fails to continuously operate a vending machine business;
- c. Contractor fails to discharge any lien placed upon the Premises in violation of Article XVIII hereof within twenty (20) days after any such lien or encumbrance is filed against the Premises;

- d. Contractor shall fail to comply with any term, provision or covenant of this Agreement and shall not cure such failure, to the satisfaction of City, within twenty (20) days after written notice thereof from City.

20.02 Upon each occurrence of an Event of Default, City shall have the option, without any notice or demand, to terminate this Agreement and enter upon and take possession of the Premises and expel or remove Contractor and Contractor's property from the Premises, to the extent allowed by law.

20.03 If City terminates this Agreement under this Article, Contractor shall be liable for and shall pay to City all the sums owed to City hereunder accrued to the date of such termination, plus, the costs of removing, storing or disposing of Contractor's property, if any, and all reasonable expenses incurred by City in enforcing or defending City's rights and/or remedies hereunder, including without limitation, all reasonable attorneys' fees and all court costs incurred in connection with such enforcement or defense.

20.04 Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement at any time, without cause, by giving the other Party one hundred eighty (180) days written notice.

20.05 The Parties agree that forbearance by City to enforce any of its rights under this Agreement or at law or in equity shall not be a waiver of City's right to enforce any one or more of its rights, including any right previously forborne, in connection with any existing or subsequent default. Pursuit of any remedies hereunder shall not preclude the pursuit of any other remedy herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any sums due to City hereunder or of any damages occurring to City by reason of the violation of any of the terms, provisions and covenants contained in this Agreement. No waiver by City of any violation or breach of any of the terms, provisions and covenants of this Agreement shall be deemed or construed to constitute a waiver of any other violation or default.

ARTICLE XXI
CONFLICT OF INTEREST

21.01 Contractor acknowledges that it is informed that the City Charter prohibits contracts between the City of San Antonio and any Public Official, such as City-owned utilities and certain City boards and commissions, and that Texas law prohibits a local public official from acting as surety for a business entity that has work, business or a contract with the governmental entity or acts as a surety on any official bond required. Contractor certifies (and this Agreement is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest, as defined by Texas law, in this Agreement is an officer or employee of the City herein or any of its agencies. Contractor has tendered to City a Disclosure Statement in compliance with the City Ethics Ordinance.

ARTICLE XXII
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

22.01 As part of its Proposal submitted to City, Contractor has submitted its Subcontractor/Supplier Utilization Plan ("Plan"). A copy of the Plan is attached hereto and incorporated herein for all purposes as Exhibit "C". At all times during the initial term and any extension(s) after the initial term of this Agreement, the Percent Level of Participation by Contractor and the Subcontractors named in the Plan shall be not less than that set forth in the Plan. Failure to comply with this requirement and the Plan shall constitute an Event of Default under Section 19.01 (d) of this Agreement, and shall be subject to the remaining provisions of Article XIX of this Agreement.

AGREED TO IN DUPLICATE ORIGINALS, TO BE EFFECTIVE ON NOVEMBER 21, 2013.

CITY OF SAN ANTONIO CONTRACTOR
a Texas Municipal Corporation

READY SNACKS OF SAN ANTONIO,
LLC

BY: _____
Troy Elliott
Director of Finance

BY: _____
Tammy Lull
President

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS

EXHIBIT "A"- Locations of Existing Snack Vending Machines

EXHIBIT "B" – Approved Healthy Snack Vending Products and Pricing

EXHIBIT "C" – Subcontractor/Supplier Utilization Plan

EXHIBIT A**VENDING LOCATIONS**

Acct Name	Address
M. HUANTES LLDC	1411 GUADALUPE
ST. MARY'S LLDC	3141 CULEBRA
INTL CENTER 2ND FLOOR	203S ST MARY
NORTHEAST SERVICE CENTER	10303 TOOL YARD
TOOL YARD #2	10303 TOOL YARD
MUNICIPAL PLAZA	114 W. COMMERCE
RIVERVIEW TOWER	111 SOLEDAD
CELLAR BOOKSTORE	600 SOLEDAD BASEMENT
BROOKS-BLD 8030	7020 CHALLENGER
FERRARI CENTER	107 W. RAMPART
CONVENT CTR FACIL. HEMISFAIR BLG 277	200 E MARKET
RIVERVIEW TOWER	111 SOLEDAD 4TH
EOC#1	B130 INNER CIR
EOC#1	8130 INNER CIR
ANIMAL CARE FACILITY	4710 S HWY 151
A.J. BENAVIDES LLDC	515 CASTROVILLE
COLUMBIA HEIGHTS LLDC	502 FITCH
WILLIE VELASQUEZ LLDC	1302 ZARZAMORA
PUBLIC WORKS	7402 S NEW BRAUNFELS
CITY HALL	100 PLAZA DE ARMAS
POLICE HEADQUARTERS	214 W NUEVA
ITSD	515 S FRIO
POLICE PATROL PRUE	5020 PRUE RD
POLICE ACADEMY	12200 LOOP 410 SE
POLICE ACADEMY	12200 LOOP 410 SE
CENTRAL LIBRARY	600 SOLEDAD
PUBLIC WORKS	4512 S ZARZAMORA
SOUTH FLORES OFFICES	7930 FLORES
FRANK GARRETT CENTER	1226 NW 18TH
CITY NANATORIUM	1430 W DURANGO
MCFARLIN TENNIS CENTER	1503 SAN PEDRO
ALAMODOME (FIELD)	100 MONTANA
ALAMODOME (MEZZANINE)	100 MONTANA
AUTO OPS DIV	329 S FRIO ST
CITY CONVENTION BUREAU	200 E MARKET
CITY EMERGENCY CENTER	315 S SANTA ROSA
CLAUDE BLACK COMM CTR	2805 E HOUSTON
PARKING DIVISION 600 HP1	600HEMISPHERE
PARKING DIVISION MAINT. HP2	243 N CENTER
HEMISPHERE PARKING PERMIT HPP	243 N CENTER
PATROL EAST	3635 E HOUSTON ST

PATROL NORTH	13030 JONES MALTS
PATROL WEST	7000 CULEBRA
PUBLIC SAFETY TECH CTR	515 S FRIO
PUBLICWORKS(NW)	6802 CULEBRA
SWMD	4410 PIEDRAS DR.
CONVENTION CTR DOCK #2	200 E MARKET
CONVENTION CTR DOCK #3	200 E MARKET
CONVENTION CTR 2ND FLOOR	200 E MARKET
FRANK WING DETENTION	401 S FRIO
WING BLDG JURY BREAKRM	401 S FRIO
MAIN HEALTH DEPT	332 W COMMERCE
PARKS - REC ADMIN	OLD HWY 90
PARKS - REC DOCK	OLD HWY 90
SOUTH ALAMO #1 SNACK	1901 SOUTH FLORES
SOUTH ALAMO #2 SNACK	1901 SOUTH FLORES
POLICE HEADQUARTERS	214W NUEVA
SAN ANTONIO NATATORIUM	1430 W DURANGO
CONVENTION CENTER N. DOCK	200 E MARKET

Exhibit B
Table 1
Proposed Vending Products
(revised Nov 3, 2013)

Exhibit 3-Table 1-Proposed Vending Products Revised May 20, 2013								
Proposed Vending Products								
Manu factor	ITEM DESCRIPTION	Product Volume/WieghtSize	CALs	TOTAL FAT (g)	SAT. FAT (g)	TOTAL SUGAR (g)	SODIUM	Price
Kellogg's/Keebler	Special K cracker chips sour cream and onion .87oz	0.87	90	2.5	0	1	190	\$ 1.00
Kellogg's/Keebler	Special K Sea Salt .87	0.87	90	2.5	0	1	190	\$ 1.00
Kellogg's/Keebler	Special K Southwest ranch .87oz	0.87	90	2.5	0	1	170	\$ 1.00
Kellogg's/Keebler	Elfins Crackers 2.125 oz.	2.125	130	2.5	0.5	8	150	\$ 0.95
Mr. Nature	Trail Mix Unsalted 1.1 oz.	1.1	130	7	1	5	10	\$ 0.95
Kar Nut	Mango Pineapple - Trail Mix 1.5 oz	1.5	180	7	1	19	10	\$ 0.95
Kar Nut	Original Blend Trail Mix 1.5 oz	1.5	200	14	1.5	10	0	\$ 0.95
Kar Nut	Raisins 1 oz.	1	80	0	0	17	0	\$ 0.95
Kar Nut	Sweet N Salty Mix 3.5 oz	3.5	140	9	3	12	60	\$ 0.95
Kar Nut	Goin Granola 1.25 oz	1.25	150	5	0	8	60	\$ 0.95
Kar Nut	"Cashews, Salted 1 oz"	1	160	14	2.5	1	80	\$ 0.95
Kar Nut	"Almonds, Salted 1 oz"	1	170	16	1	1	95	\$ 0.95
Kar Nut	Sunflower Kernels Peanut Free 2oz	2	170	15	2	0.4	44	\$ 0.95
Kar Nut	Mango Pineapple - Trail Mix 1.5 oz	1.5	180	7	1	19	10	\$ 0.95
Kar Nut	Original Blend Trail Mix 1.5 oz	1.5	200	14	1.5	10	0	\$ 0.95
General Mills	Cinnamon Toast Crunch Crisps Pouch 1 oz	1	120	3	0	9	200	\$ 0.95
General Mills	Nature Valley Chewy Trail Mix Bar 1.2 o	1.2	140	4	0.5	12	65	\$ 0.95
General Mills	Trix Cereal Bar 1.3 oz	1.3	140	3.5	0.5	8	110	\$ 0.95
General Mills	Fiber One Oats and Peanut Butter 1.4 oz	1.4	150	4.5	2	9	105	\$ 0.95
Kraft/Nabisco	Corn Nuts BBQ	1.7	180	6	0.5	0	170	\$ 0.95
Kraft/Nabisco	100 Calorie Pack Chips Ahy Thin Crisp .8	0.8	100	3	0.5	7	140	\$ 0.95
Herrs	Herrs Popped chip Sea Salt l .6 oz	0.6	70	2	0	0	140	\$ 0.65
Herrs	Herrs Popped chip BBQ .6 oz	0.6	70	2	0	2	170	\$ 0.65
Pepsico	Baked Cheetos Crunchy .87	0.87	120	4.5	1	1	210	\$ 0.65
Pepsico	Baked Cheetos Cheese Snacks Crunchy Hot .88	0.88	120	4.5	1	1	210	\$ 0.65
Pepsico	Reduced Fat Doritos Tortilla Chips Cool 1oz	0.88	130	5	1	1.5	160	\$ 0.65
Pepsico	Reduced Fat Doritos Tortilla Chips Nacho1oz	1	130	5	1	1	220	\$ 0.65
Manufacture	ITEM DESCRIPTION	Product Volume/WieghtSize	CALs	TOTAL FAT (g)	SAT. FAT (g)	TOTAL SUGAR (g)	SODIUM	Price
Pepsico	Baked Cheetos Cheese Snacks - Crunchy .87	0.87	120	4.5	1	1	210	\$ 0.65
Pepsico	Baked Cheetos Cheese Snacks Crunchy Hot .88	1.125	120	4.5	1	1	210	\$ 0.65
Pepsico	Baked Lay's Potato Crisps BBQ (1.125 oz	1.125	140	3.5	0.5	3	240	\$ 1.00
Pepsico	Baked Lay's Potato Crisps Regular (1.12 LSS	1.12	130	2	0	2	200	\$ 1.00
Pepsico	Baked Lay's Potato Crisps Sour Cream & O 1.125 LSS	1.125	140	3.5	0.5	3	240	\$ 1.00
Pepsico	Cheetos Baked Fantastix -Hot 1oz	1	130	5	1	1	190	\$ 0.65

Pepsico	Baked Lays Southwest LSS Jones	1.125	130	2	0.5	1	240	\$ 1.00
Pepsico	Stacy's Pita Chips Cinnamon Sugar (1.375	1.375	190	7	0.5	8	160	\$ 1.00
Pepsico	Baked Lay's Chips Char & Sou	1.125	110	3	0.5	3	190	\$ 1.00
Pepsico	Baked Doritos Nacho Cheese LSS	1.125	90	2.5	0.5	1	170	
Pepsico	Baked Doritos Nacho Cheese 1 oz	1.125	90	2.5	0.5	1	180	\$ 0.65
Pepsico	Baked Lay's Potato Chips Cheddar and Sou	1.125	110	3	0.5	3	190	\$ 1.00
Pepsico	Baked Lay's Potato Crisps BBQ LSS	1.125	110	2.5	0	2	190	\$ 1.00
Pepsico	Baked Lay's Potato Crisps Cheddar & Sour	0.87	140	4	1	3	240	\$ 0.65
Pepsico	Baked Lay's Potato Crisps Regular (.875	0.87	100	1.5	0	2	160	\$ 0.65
Pepsico	Baked Lay's Potato Crisps Sour Cream & O LSS	1.125	110	3	0	3	190	\$ 1.00
Pepsico	Baked Ruffles Ridged Potato Crisps Chedd	0.87	140	4	0.5	3	250	\$ 0.65
Pepsico	Fantastix Hot	0.87	130	5	1	1	170	\$ 0.65
Pepsico	Fantastix Chilli cheese	0.87	130	5	1	1	180	\$ 0.65
Pepsico	Flat Earth Baked Vegetable Crisps Farmla	1.125	130	5	1	3	190	\$ 1.00
Cloverhill	2-pack Pound Cake 2 oz	1.5	180	7	1.5	14	170	\$ 1.25
General Mills	Cocoa Puffs Cereal Bar 1.3 oz	1.3	150	3	0.5	9	135	\$ 0.95
General Mills	Simply Chex Brand Chocolate Caramel 1.2	1.2	150	4.5	1.5	9	105	\$ 0.95
Stauffer's	Original Animal Crackers 1 oz.	1	110	1.5	0	6	105	\$ 0.95
General Mills	Simply Chex Strawberry Yogurt 1.2 oz	1.2	140	4	1.5	7	65	\$ 0.95
General Mills	Chex Mix Bar Turtle 1.2 oz	1.2	130	3.5	1	11	170	\$ 0.95
General Mills	Fiber One Oats and Chocolate 1.4 oz	1.4	140	3.5	1.5	10	95	\$ 0.95
Kar Nut	Salted Peanuts 3.5 oz	3.5	170	15	2.5	1	90	\$ 0.95
Kar Nut	"Peanuts, Salted In-Shell 2.5 oz"	2.5	170	14	2	1	230	\$ 0.95
Manufacture	ITEM DESCRIPTION	Product Volume/WieghtSize	CALs	TOTAL FAT (g)	SAT. FAT (g)	TOTAL SUGAR (g)	SODIUM	Price
Kar Nut	Salted Cashews 3 oz	3	160	14	2.5	1	85	\$ 0.95
Kar Nut	Salted Pistachios 2.5 oz	2.5	160	13	1.5	2	115	\$ 1.00
Kar Nut	Yogurt Apple Nut 2.75 oz	2.75	150	10	2.5	5	90	\$ 1.00
Kar Nut	Wasabi Nut Crunch 2.25 oz	2.25	140	8	1.5	1	110	\$ 0.95
Sconza Candy Company	Alpine Trail Mix 3.5 oz.	3.5	200	12	5	15	65	\$ 0.95
Kar Nut	PB&J Mix .5 oz	0.5	70	4	1	4	35	\$ 0.95
Kar Nut	Sweet 'N Salty Mix .5 oz	0.5	70	4.5	1.5	6	30	\$ 0.95
Kar Nut	Yogurt Apple Nut Mix .5 oz	0.5	70	5	1	2	45	\$ 0.95
General Mills	Nature Valley Chewy Trail Mix Bar dark c	1.2	140	4	1	15	100	\$ 0.95
Kellogg's/Keebler	Cruncy Blends LF Granola w/Raisins	1	160	2	0.5	12	100	\$ 0.95
Kellogg's/Keebler	Special K Bar Chocolatey Drizzle .8 oz.	0.8	90	1.5	1	8	105	\$ 0.95
Kellogg's/Keebler	Special K Red Berries	38	110	0	0	9	190	\$ 0.95
Kellogg's/Keebler	Special K popepcorn Chp SW/ST 90 cal	0.8	90	2.5	0	1	190	\$ 0.95
General Mills	Fiber One	1.40	140	4.00	2.00	10	90	\$ 0.95
Kelloggs	Special K Bars	0.81	90	1.50	1.00	8	85	\$ 0.95
Nature Valley	Crunchy/ Penut Butter	1.50	190	7.00	1.00	11	180	\$ 0.95
Nature Valley	Crunchy/ Oats Dark Choc	1.50	190	7.00	1.50	12	140	\$ 0.95
Kelloggs	Pasrty Crisps	0.88	100	2.00	1.00	7	80	\$ 0.95
Quaker	Chewy/ Penut Butter	0.84	100	3.00	1.00	7	90	\$ 0.95

Quaker	Chewy/ S'Mores	0.84	100	2.00	0.50	8	75	\$ 0.95
Kelloggs	Nutri Grain/straw	1.30	120	3.00	0.50	11	125	\$ 0.95
Nature Valley	Trail Mix	1.20	140	4.00	0.50	12	65	\$ 0.95
Planters	Salted Peaanuts	1.00	170	14.00	2.00	1	100	\$ 0.95
Planters	Pistachios	1.75	150	13.00	1.50	1	140	\$ 1.00
Kelloggs	Ricekrispies Treats	1.30	150	4.00	1.00	13	170	\$ 0.95

Products that do not fall under the Healthy guide lines will be priced in the following catogories.

ITEM DESCRIPTION	Product Volume/WieghtSize	Price
Chips (Baked)	1 oz	\$ 0.65
Chips (Rotating Product List)		\$ 0.70
Candy		\$ 1.25
Pastry		\$ 1.25
Cracker		\$ 0.75
Cookies		\$ 1.00
Popcorn, Chex Mix Ect		\$ 1.00
Healthy bar items		\$ 0.95

*More detailed information is available upon request

Rotating product list

Chips \$.70	Candies \$1.25	Pastry \$1.25	Ect.\$1.00	Cookies \$1.00
Hot Cheetos	Reese PB Cup	Big Tex Cinn Roll	Popcorn	Famous Amos Choc. Chip
Doritos	PAYDAY	Cheese Danish	Gardetto's	Vanilla Grandma Minis
Cheetos	TWIX	Powered Doughnuts	Chex Mix	Knott's Rashberry
Reg. Lays	BUTTERFINGER	Choc.Doughnut	Pork Rinds	
Frito	BABY RUTH	Crunch Doughts		
Funyouns	M &M Plain	Poptarts		
Cheeto Baked Hot	M&M PEANUT	Choc. Cupcakes		
Chilli Cheese Fritos	Red Skittles	Fruit Pies		
Cool Ranch	Green Skittles	Honey Buns		
TGIF Potato Skins	STARBURST	Nutty Buddy Bars		
Chezit	MILKY WAY			
SunChips Harvest	3 MUSKETERS			
SunChips Salsa	Kit Kat			
SunChips French Onion	Snickers			
Sour Cream and Onion	Hershey			
Andy Capps Hot Fries	Hershey Almond			
Lays BBQ	Jolly Ranchers			



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Healthy Snack Vending Services*

RESPONDENT NAME: Ready Snacks Vending Of San Antonio LLC

SOLICITATION API: *Small Business Enterprise (SBE) Prime Contract Program*

API REQUIREMENTS: In order to receive the **twenty (20)** evaluation preference points associated with this solicitation, SBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business Enterprises (SBEs) with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

SBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to satisfy the above-stated goal and receive preference points. For further clarification, please contact Shuchi Nagpal, at (210) 207-0071.

Section 1. Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

Section 2. List ALL subcontractors / suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional sheets if necessary.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
SECTION 1. PRIME				
Name: Ready Snacks Vending of San Antonio LLC	\$41,000	65%	SCTRCA	165,952
			#: 211,099,466	
SECTION 2. SUBCONTRACTOR(S):				
1. Name: Bern's Vending Inc.	\$19,100	31%		16,592
			#:	
2. Name: Lone Star Ice Cream	\$2,200	4%		16,592
			#:	
3. Name:	\$	%		
			#:	
4. Name:	\$	%		
			#:	
5. Name:	\$	%		
			#:	
6. Name:	\$	%		
			#:	
Total Prime Participation:	\$41,000	65%		
			#:	
Total Sub Participation:	\$21,300	35%		
			#:	
Total Prime & Sub Participation*:	\$62,300	100%		
			#:	
Total Certified Sub Participation:	\$41,000	65%		
			#:	

**Total Prime & Sub participation must equal your base bid amount.*

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Tammy A Lull
SIGNATURE OF AUTHORIZED AGENT

President
TITLE

6/4/2013
DATE

210-559-7361
PHONE

FOR CITY USE

Action Taken:

Approved Denied

for A. Lopy
DIRECTOR
ECONOMIC DEVELOPMENT