

**Price Amendment to Agreement for the
Annual Requirements for
City of Lincoln Beverage and Snack Vending Services
RFP Bid No. 12-183**

This Amendment is hereby entered into on this ____ day of _____, 2013, by and between **Pepsi-Cola of Lincoln, 1901 Windhoek Dr., Lincoln, NE 68512** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **December 3, 2012**, under Resolution No. **A-87112**, (the "Contract"), for the **Annual Requirements for City of Lincoln Beverage and Snack Vending Service, RFP Bid No. 12-183**, which is made a part hereof by this reference.

WHEREAS, the parties wish to Amend the Agreement to reflect a **price increase** for the items listed on **Attachment A** for the current term of the Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under Resolution No. **A-87112**, and stated herein the parties agree as follows:

- 1) The parties agree that the City will pay the price increase for the items listed on **Attachment A** for the current term of the Agreement, which is attached hereto and made a part hereof by this reference.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

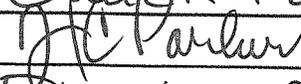
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>19</u> day
of <u>December</u> 2013
 _____ Parks & Recreation Director

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Pepsi-Cola of Lincoln
By: (PLEASE PRINT)	Chuck Parker
By: (PLEASE SIGN)	
Title:	Director of Foodservice
Company Address: (PLEASE PRINT)	1901 Windhoek Dr, Lincoln
Company Phone & Fax: (PLEASE PRINT)	(402) 423-7330 423-0852
E-Mail Address: (PLEASE PRINT)	cparker@linpepo.com
Dated: (PLEASE PRINT)	12-16-13

Pepsi-Cola of Lincoln NE
Postmix BIB Pricing - Local Ticket
PRICE LEVEL 1
Effective January 1, 2014

<u>Products Available</u>	<u>Price Per</u> <u>Gallon</u>	<u>Gallons Per</u> <u>Unit</u>	<u>Price Per</u> <u>Unit</u>
Pepsi-Cola	\$12.98	5	\$64.90
Diet Pepsi-Cola	\$12.98	5	\$64.90
Caffeine Free Diet Pepsi-Cola	\$13.43	3	\$40.29
Wild Cherry Pepsi-Cola	\$12.98	5	\$64.90
Mountain Dew	\$12.98	5	\$64.90
Diet Mountain Dew	\$12.98	5	\$64.90
Mountain Dew Code Red	\$13.43	3	\$40.29
Sierra Mist	\$12.98	5	\$64.90
Mug Rootbeer	\$12.98	5	\$64.90
Miranda Strawberry	\$12.98	5	\$64.90
Crush Orange	\$13.50	3	\$40.50
Tropicana Yellow Lemonade	\$12.98	5	\$64.90
Tropicana Pink Lemonade	\$13.43	3	\$40.29
Tropicana Fruit Punch	\$13.43	3	\$40.29
DOC 360	\$13.43	3	\$40.29
Sour	\$13.43	3	\$40.29
Tonic	\$13.43	3	\$40.29
Lipton Brisk Tea	\$12.52	3	\$37.56
Lipton Raspberry Tea	\$13.43	3	\$40.29
Lipton Green Tea with Peach	\$13.43	3	\$40.29
G2 Fruit Punch	\$13.43	3	\$40.29
Gatorade Orange	\$13.43	3	\$40.29
Gatorade Grape	\$13.43	3	\$40.29
Juice Tyme 100% Orange Juice	\$27.66	3	\$82.98
Juice Tyme 100% Apple Juice	\$27.66	3	\$82.98
Juice Tyme 100% Grape Juice	\$27.66	3	\$82.98
Juice Tyme Golden Pineapple Juice	\$25.19	1.5	\$37.79
Juice Tyme Cranberry Juice	\$25.19	1.5	\$37.79
Frozen Carbonated Beverages	\$15.12	3	\$45.36



POSTMIX PROFIT ANALYSIS

<u>CUP SIZE</u>	<u>12 oz.</u>	<u>16 oz.</u>	<u>24 oz.</u>	<u>32 oz.</u>	<u>44 oz.</u>
Air Space (ounces)	1	2	2	3	4
Ice Space (ounces)	3	4	6	8	10
Beverage Content (ounces)	8	10	16	21	32
Drinks Per 5 Gallon Unit	480	384	256	183	120
COST PER DRINK					
Syrup Cost	\$0.1352	\$0.1690	\$0.2704	\$0.3549	\$0.5408
CO2 Cost	\$0.0109	\$0.0124	\$0.0186	\$0.0260	\$0.0397
TOTAL INGREDIENT COST	\$0.15	\$0.18	\$0.29	\$0.38	\$0.58

Ounces of syrup per 5 gallon Unit	640
Ounces of finished product per 5 gallon Unit	3840
Ounces of syrup per 3 gallon Unit	384
Ounces of finished product per 3 gallon Unit	2304
Price per gallon	\$12.98
Price per ounce	\$0.016901

CO2 Gas	
20 lbs	\$31.00
50 lbs	\$60.00
\$50.00 Deposit on all CO2 Drums	

grow my
restaurant
 Visit growmyrestaurant.com to find the tools you need to take care of your customers, keep your employees happy, and drive sales and profits.

City of Lincoln Cup & Lid Pricing Effective January 1, 2014



pepsi

<u>PAPER</u>	<u>PACKED</u>	<u>PER CASE</u>	<u>PER CUP</u>	<u>LIDS</u>	<u>PACKED</u>	<u>PER CASE</u>	<u>PER LID</u>
7 ounce	2,000	\$75.00	\$0.04	N/A	N/A	N/A	N/A
12 ounce	2,000	\$71.00	\$0.04	12 ounce	2,000	\$34.00	\$0.02
16 ounce	1,000	\$47.50	\$0.05	16 ounce	2,000	\$34.00	\$0.02
24 ounce	1,000	\$51.50	\$0.05	24 ounce	2,000	\$34.00	\$0.02
32 ounce	480	\$36.05	\$0.08	32 ounce	960	\$26.15	\$0.03
STYROFOAM							
<u>STYROFOAM</u>	<u>PACKED</u>	<u>PER CASE</u>	<u>PER CUP</u>	<u>LIDS</u>	<u>PACKED</u>	<u>PER CASE</u>	<u>PER LID</u>
12 ounce	1,000	\$70.00	\$0.07	12 ounce	2,000	\$92.75	\$0.05
PLASTIC							
<u>PLASTIC</u>	<u>PACKED</u>	<u>PER CASE</u>	<u>PER CUP</u>	<u>LIDS</u>	<u>PACKED</u>	<u>PER CASE</u>	<u>PER LID</u>
32 ounce Car Cup/Lid (co-packed)	540	\$120.25	\$0.22	32 ounce	1,000	\$54.75	\$0.05
44 ounce Car Cup/Lid (co-packed)	374	\$110.90	\$0.30	44 ounce	1,000	\$61.00	\$0.06
SPECIAL							
<u>SPECIAL</u>	<u>PACKED</u>	<u>PER CASE</u>	<u>PER CUP</u>	<u>LIDS</u>	<u>PACKED</u>	<u>PER CASE</u>	<u>PER LID</u>
12 ounce Kid's Sport	500	\$88.00	\$0.18	Packed with Cup	N/A	N/A	N/A
32 ounce Sport Cup	52	\$47.25	\$0.91	Packed with Cup	N/A	N/A	N/A
32 ounce Insulated Mug	32	\$115.25	\$3.60	Packed with Cup	N/A	N/A	N/A
64 ounce Mug	12	\$60.00	\$5.00	Packed with Cup	N/A	N/A	N/A
100 ounce Mug	6	\$44.00	\$7.33	Packed with Cup	N/A	N/A	N/A

12R-278
A-87112

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
City of Lincoln Beverage and
Snack Vending Services
RFP Bid Number 12-183**

**Pepsi-Cola of Lincoln
1901 Windhoek Dr.
Lincoln, NE 68512
402-423-7330**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between Pepsi-Cola of Lincoln, 1901 Windhoek Dr., Lincoln, NE 68512, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing City of Lincoln Beverage and Snack Vending Services,
RFP Bid Number 12-183 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response and according to the negotiated terms as listed in Attachment I, a copy thereof being attached to and made a part of this Contract. The City shall order on an as-needed basis for the duration of the contract.

The Contractor will pay the City a commission based on the sale of beverage and snack sales at City of Lincoln facilities at the rates listed in the Proposal/Supplier Response and negotiated terms as listed in Attachment I throughout the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Fit Pick Items. The City and Pepsi-Cola of Lincoln will meet (1) one year from date of contract execution to evaluate the sales of Fit Pick items using a minimum of 25% of Fit Pick items in each vending machine, with the exception of the City Rec Centers, which will remain at a higher rate. The annual sales from the previous year when no Fit Pick items were promoted will be compared to the annual usage for the first contract year. Upon review of the sales for this period, both parties will agree to a minimum percentage in the upcoming year. The following year, and each subsequent contract year, another meeting will be conducted to review sales using the same process as year one. Fit Pick vending items will be sold at a price of \$.75 each in order for these products to be tracked. The City agrees to the revised pricing and size of water bottles with the use of 16.9 oz. Aquafina versus 20 oz. Bottles at a price of \$12.00 per case.

8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a five (5) year term with the option of one (1) additional five (5) year terms upon mutual agreement of both parties..
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums No. 1 and 2
 4. Specifications
 5. Pricing Sheet
 6. Attachments A, B, C, D, F, G, H and I
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Joan E. Rose



CITY OF LINCOLN, NEBRASKA

Mayor

Chris Brown

Approved by Resolution Order A-87094

dated 12-3-12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Pepsi-Cola of Lincoln
Name of Organization

Partnership
Type of Organization

1901 Windhoek Drive, Lincoln, NE
(Address)

By: Rene Fd
Member-CEO

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

ATTACHMENT I

The following terms have been negotiated in good faith between both parties and shall hereby be incorporated into the terms of the contract between the City of Lincoln and Pepsi-Cola of Lincoln.

1. The City of Lincoln will designate a central contact person for the Parks and Rec Department and for all other City accounts.
2. Attachment H will be used any time a department requests new or increased service at their location. Form must receive a signature from the City's designated contact person for acceptance or denial of services.
3. Prices for all snack and beverage vending products will be the same for all locations throughout the City.
4. Pricing on the following products will deviate from the original proposal and be in effect at time of contract execution:
 - * Beverages - 12oz. Can - Proposed Price \$.50 - Agreed Upon Price \$.75 each
 - * Beverages - 20oz. Bottles - Proposed Price \$1.50 - Agreed Upon Price \$1.75 each
(Gatorade, Sobe, etc)
 - * Non-Healthy Snacks - Proposed Price \$.50 - Agreed Upon Price \$.60 each
 - * Non-Healthy Snacks - Proposed Price \$.85 - Agreed Upon Price \$1.00 each
 - * Non-Healthy Snacks - Proposed Price \$1.00 - Agreed Upon Price \$1.25 each

All other prices to remain as proposed with exception of Fit Pick Items at \$.75 each as shown in section 7. of the contract.

5. The City agrees that no other vending machines or snack/beverage companies will be allowed to sell similar items throughout the term of the contract at any of the facilities owned by the City.
6. Cup prices have been reduced to the following:
 - 24oz. Cup - 1000 Case Count - \$50.00
 - 32oz Cup - 480 Case Count - \$35.00
7. The Co2 Cylinder Deposit has been reduced from \$50.00 Ea. to No Charge.
8. Pepsi-Cola of Lincoln agrees to sell case products to organizations that rent City facilities for various events throughout the year. Pepsi shall provide pricing and delivery options to the organizations. The City shall receive a 10% commission from Pepsi for all products consumed under this program. Pepsi-Cola is responsible for all billing and collection from the organizations. The City of Lincoln is not liable for any unpaid bills or product ordered by the organizations. Pepsi and the City Parks and Rec contact person will coordinate all of the details for this program following execution of the contract.
9. Pepsi-Cola agrees to sell 6.75 oz. 100% juice boxes to the City Parks and Rec department at a cost to be determined based on total volume. Price will include delivery to locations designated by the department.
10. Pepsi-Cola agrees to continue negotiations with the City on direct funding of the July 3rd fireworks show to Zambelli International. Pepsi agrees to fund the show at a rate of \$40,000.00 per year.

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	12-183 Addendum 2	Department	Purchasing	Department
Title	City of Lincoln Beverage and Snack Vending Services	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	06/27/2012	Telephone	1 (402) 441-8309	Telephone
Close Date	8/22/2012 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company Pepsi-Cola of Lincoln
 Address 1901 Windhoek Dr
 Lincoln, NE 68512
 Contact Chuck Parker
 Department Fountain/Cold Drink
 Building
 Floor/Room
 Telephone 1 (402) 4237330 144
 Fax 1 (402) 4230852
 Email chuck@linpepco.com
 Submitted 8/21/2012 11:21:04 AM CST
 Total \$0.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Contact	Name of person submitting this bid:	Chuck Parker
8	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	Proposal Submission	I have prepared and delivered/mailed to the City Assistant Purchasing Agent seven (7) copies of my proposal as requested in the Specifications.	Yes
10	Contract Term	I have included my proposed contract term (number of years) as part of my written response as requested in section 1.6 of the Specifications.	Yes
11	Reference Information	I have included references as requested in section 2.4 of the Specifications in my written response.	Yes
12	Additional Machines	I have read and understand that the addition of new machines or relocation of current machines is encouraged by the City to increase sales and revenue and I shall include any ideas for these additions in my written response.	Yes
13	Service Requirements	My company is able to meet the service requirements as listed in the Specifications? YES or NO. If NO, what are your proposed service guidelines for this contract? If NO, INCLUDE YOUR PROPOSED SERVICE GUIDELINES IN YOUR WRITTEN RESPONSE.	YES
14	Revenue Submittals	I am aware that several options will be considered regarding revenue streams for the City under the terms of a contract and have provided those options as part of my written response.	Yes
15	Signing Bonus	Are you offering a Signing Bonus as part of your proposal to the City? YES or NO If YES, please include details of the Signing Bonus in your written response.	NO
16	Promotions and Sponsorship	I have read and understand the request for Promotional and Sponsorship opportunities including the Uncle Sam Jam fireworks event, and have included all of the details in my written response.	Yes

- | | | | |
|----|---------------------------------|---|------------------------|
| 17 | Exclusive Brand | Are you proposing an option for the use of an exclusive brand in the soft drink dispensers, beverage vending or snack vending? YES or NO
Please include all details in the written response regarding the products that will be offered. | WE REQUIRE EXCLUSIVITY |
| 18 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. | Yes |
| 19 | Agreement to Addendum No. 2 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. | Yes |
| 20 | Pricing and Product Information | I have attached a complete pricing and product list for 20oz soft drink bottles and 6-8oz. juice packs as requested in Addendum 2 as part of my written response. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 12-183 for City of Lincoln Beverage and Snack Vending Services is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00



PEPSI-COLA of LINCOLN

August 21, 2012

On behalf of the employees of LinPepCo and particularly Pepsi-Cola of Lincoln (Pepsi-Cola), thank you for the opportunity to submit a proposal to continue to be the beverage and snack supplier for the City of Lincoln (City).

Pepsi-Cola has made a commitment to be the best possible beverage and snack partner with both public and private organizations. It started with a conscious effort of securing the University of Nebraska and other major venues in the Lincoln market. Securing the business, while important, is only the start of the process. We believe a strong partnership develops when we have the best interest of our partners in mind. That feeling guides all of our actions, from our management team to our route drivers.

As you can imagine, planning is critical with a partnership of this magnitude. We will dedicate a staff of employees which will be focused on the goals and best interests of the City.

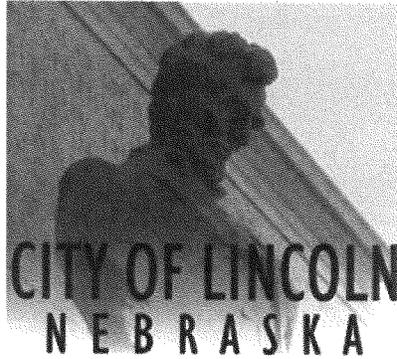
The bottom line is we are a local company. Our employees work hard and take pride in their accomplishments. We are driven by the success of those we serve, not by a corporate return on investment. We don't make promises we can't keep. We always try to choose the right path, not the convenient path. We believe you need to prove your value, your worth before you are rewarded.

We know that moving forward – should we be fortunate enough to continue to be your beverage and snack partner – we must continue to bring innovative ideas and continuous improvement to our partnership. I urge you in this process to differentiate between our proven accomplishments and speculation as to what another partner may be able to provide. I believe this will be an important distinction. The City must have a partner that will stand by them. One that knows the Lincoln community, its value system, and will keep its best interests at heart. Only one beverage and snack company has proven they understand the community and the City.

Thank you for the opportunity to continue our partnership.

Sincerely,

Steve Ford
CEO



**Responses to
Request for Proposal
#12-183**





PEPSI-COLA of LINCOLN

We have read and understand the provisions of this Request for Proposal (RFP) #12-183. Pepsi-Cola of Lincoln and First Choice Vending are wholly owned subsidiaries of LinPepCo. The ownership and management are controlled by the same individuals. For purposes of addressing the specifications of RFP #12-183, we use the entity name Pepsi-Cola. If the City should have any questions as to this structure, we will address these issues when raised.

All insurance requirements will be completed and adhered to by all LinPepCo entities.

Please see below specific responses to individual inquiries or questions, where required.

1. Project Scope

- 1.2 The City must specifically define the protocol for placing equipment at new locations. This protocol should include but is not limited to:
- (1) Contact person for City to authorize placements.
 - (2) Specific instructions as to payments of commission.
 - (3) Detailed list of venues entitled to receive benefits under this program.
 - (4) Process used to communicate with contractor relative to changes made within City venues or City policies.
- 1.6 We agree to the term of the contract with option to renew for one additional five year term.

2. General Information

- 2.4 (References) Kim Phelps, Associate Chancellor for Business and Finance, UNL, (402) 472-3322
Tom Lorenz, General Manager, Pershing, (402) 416-5227
Holly Lewis, Assistant Recreation Manager, Lincoln Parks & Recreation, (402) 441-4902
- 2.5 Single Point of Contact for Pepsi-Cola
Chuck Parker, Cold Drink Manager, Office (402) 423-7330 ext. 144, Cell (402) 420-8115

3. Vending Machine Information

- 3.7 Pepsi-Cola recommends maintaining the current placement of beverage and snack vending machines and additional placement of machines can be placed as mutually agreed. The following page is a list of beverage and snack items, including package size and suggested vend price. A standard merchandising schematic can be followed or we can provide detailed recommendations for each vendor based on locations.
- 3.7.3 Pepsi-Cola agrees to consistent vending pricing for all locations. In order to abide by this policy, the City must have a uniform policy in place assuring compliance with this provision.



PEPSI-COLA of LINCOLN

3.7

Beverage Items

Brand	Ounces	Suggested Vend Price	Brand	Ounces	Suggested Vend Price
Diet Pepsi Lime	12 ounce Can	\$0.60	Lipton Brisk Lemonade	20 ounce Bottle	\$1.25
Diet Pepsi Vanilla	12 ounce Can	\$0.60	Lipton Brisk Strawberry Melon	20 ounce Bottle	\$1.25
Pepsi ONE	12 ounce Can	\$0.60	Lipton Brisk Pink Lemonade	20 ounce Bottle	\$1.25
Pepsi	12 ounce Can	\$0.60	Diet Mountain Dew Supemov a Strawberry Melon	20 ounce Bottle	\$1.25
Diet Pepsi	12 ounce Can	\$0.60	Mountain Dew Voltage Raspberry Citrus	20 ounce Bottle	\$1.25
Caffeine Free Pepsi	12 ounce Can	\$0.60	Lipton Brisk Lemon Sweet Tea	20 ounce Bottle	\$1.25
Caffeine Free Diet Pepsi	12 ounce Can	\$0.60	Crush Orange	20 ounce Bottle	\$1.25
Mountain Dew	12 ounce Can	\$0.60	Crush Grape	20 ounce Bottle	\$1.25
Diet Mountain Dew	12 ounce Can	\$0.60	Crush Strawberry	20 ounce Bottle	\$1.25
Mountain Dew Live Wire	12 ounce Can	\$0.60	Aquafina	20 ounce Bottle	\$1.25
Schweppes Ginger Ale	12 ounce Can	\$0.60	Aquafina Splash Grape	20 ounce Bottle	\$1.25
Pepsi Throwback	12 ounce Can	\$0.60	Aquafina Splash Wild Berry	20 ounce Bottle	\$1.25
Mountain Dew Throwback	12 ounce Can	\$0.60	Aquafina Splash Raspberry	20 ounce Bottle	\$1.25
Caffeine Free Diet Mountain Dew	12 ounce Can	\$0.60	Aquafina Splash Strawberry Kiwi	20 ounce Bottle	\$1.25
Wild Cherry Pepsi	12 ounce Can	\$0.60	Lipton Iced Diet Green Tea Citrus	20 ounce Bottle	\$1.25
Diet Wild Cherry Pepsi	12 ounce Can	\$0.60	Lipton Natural Green Tea Citrus	20 ounce Bottle	\$1.25
Pepsi NEXT	12 ounce Can	\$0.60	Lipton Natural Iced Tea Lemon	20 ounce Bottle	\$1.25
DOC 360	12 ounce Can	\$0.60	Lipton Natural Iced Tea Passionfruit Mango	20 ounce Bottle	\$1.25
Diet DOC 360	12 ounce Can	\$0.60	Lipton Natural Diet Green Tea Citrus	20 ounce Bottle	\$1.25
Mountain Dew Code Red	12 ounce Can	\$0.60	Lipton Natural Diet Green Tea Watermelon	20 ounce Bottle	\$1.25
Diet Mountain Dew Code Red	12 ounce Can	\$0.60	Lipton Natural Green Tea Pomegranate Blueberry	20 ounce Bottle	\$1.25
Mug Rootbeer	12 ounce Can	\$0.60	SoBe Life Water Pomegranate Nectarine with Coconut Water	20 ounce Bottle	\$1.50
Mug Diet Rootbeer	12 ounce Can	\$0.60	SoBe Life Water Mango Mandarin with Coconut Water	20 ounce Bottle	\$1.50
Hawaiian Punch	12 ounce Can	\$0.60	SoBe Life Water Pacific Coconut with Coconut Water	20 ounce Bottle	\$1.50
Diet Sierra Mist	12 ounce Can	\$0.60	SoBe Life Water Strawberry Kiwi Lemonade	20 ounce Bottle	\$1.50
Mountain Dew White Out Citrus	12 ounce Can	\$0.60	SoBe Life Water Strawberry Kiwi	20 ounce Bottle	\$1.50
Sierra Mist Natural	12 ounce Can	\$0.60	SoBe Life Water Pomegranate Cherry	20 ounce Bottle	\$1.50
Pepsi MAX	12 ounce Can	\$0.60	SoBe Life Water Blackberry Grape	20 ounce Bottle	\$1.50
Brisk Lemonade	12 ounce Can	\$0.60	SoBe Life Water Black Cherry Dragonfruit	20 ounce Bottle	\$1.50
Brisk Pink Lemonade	12 ounce Can	\$0.60	SoBe Life Water Strawberry Apricot	20 ounce Bottle	\$1.50
Diet Mountain Dew Supemov a Strawberry Melon	12 ounce Can	\$0.60	SoBe Life Water Lemonade	20 ounce Bottle	\$1.50
Mountain Dew Voltage Raspberry Citrus	12 ounce Can	\$0.60	SoBe Life Water Yumberry Pomegranate Zero Calorie	20 ounce Bottle	\$1.50
Lipton Brisk Sweet Tea	12 ounce Can	\$0.60	SoBe Life Water Fuji Apple Pear Zero Calorie	20 ounce Bottle	\$1.50
Lipton Brisk Lemon Sweet Tea	12 ounce Can	\$0.60	SoBe Life Water Black & Blue Berry Zero Calorie	20 ounce Bottle	\$1.50
Crush Orange	12 ounce Can	\$0.60	SoBe Life Water Acai Fruit Punch	20 ounce Bottle	\$1.50
Crush Diet Orange	12 ounce Can	\$0.60	SoBe Life Water Mango Melon	20 ounce Bottle	\$1.50
Crush Grape	12 ounce Can	\$0.60	SoBe Life Water Strawberry Dragonfruit Zero Calorie	20 ounce Bottle	\$1.50
Crush Strawberry	12 ounce Can	\$0.60	SoBe Life Water Chenmoya Punch	20 ounce Bottle	\$1.50
Crush Cherry	12 ounce Can	\$0.60	G2 Glacier Freeze	20 ounce Bottle	\$1.50
Crush Orange	20 ounce Bottle	\$1.25	G2 Blueberry Pomegranate	20 ounce Bottle	\$1.50
Pepsi	20 ounce Bottle	\$1.25	G2 Fruit Punch	20 ounce Bottle	\$1.50
Diet Pepsi	20 ounce Bottle	\$1.25	G2 Grape	20 ounce Bottle	\$1.50
Caffeine Free Diet Pepsi	20 ounce Bottle	\$1.25	Gatorade Fruit Punch	20 ounce Bottle	\$1.50
Mountain Dew	20 ounce Bottle	\$1.25	Gatorade Grape	20 ounce Bottle	\$1.50
Diet Mountain Dew	20 ounce Bottle	\$1.25	Gatorade Orange	20 ounce Bottle	\$1.50
Mountain Dew Live Wire	20 ounce Bottle	\$1.25	Gatorade Lemon Lime	20 ounce Bottle	\$1.50
Pepsi Throwback	20 ounce Bottle	\$1.25	Gatorade Glacier Freeze	20 ounce Bottle	\$1.50
Mountain Dew Throwback	20 ounce Bottle	\$1.25	Gatorade Cool Blue	20 ounce Bottle	\$1.50
Caffeine Free Diet Mountain Dew	20 ounce Bottle	\$1.25	Gatorade Riptide Rush	20 ounce Bottle	\$1.50
Wild Cherry Pepsi	20 ounce Bottle	\$1.25	Propel Kiwi Strawberry	20 ounce Bottle	\$1.50
Diet Wild Cherry Pepsi	20 ounce Bottle	\$1.25	Propel Berry	20 ounce Bottle	\$1.50
Pepsi NEXT	20 ounce Bottle	\$1.25	Propel Grape	20 ounce Bottle	\$1.50
DOC 360	20 ounce Bottle	\$1.25	Ocean Spray Cranberry Cocktail	15.2 ounce Bottle	\$1.50
Diet DOC 360	20 ounce Bottle	\$1.25	Ocean Spray Cranberry Grape	15.2 ounce Bottle	\$1.50
Mountain Dew Code Red	20 ounce Bottle	\$1.25	Ocean Spray Orange Juice 100%	15.2 ounce Bottle	\$1.50
Mug Rootbeer	20 ounce Bottle	\$1.25	Ocean Spray Apple Juice 100%	15.2 ounce Bottle	\$1.50
Hawaiian Punch	20 ounce Bottle	\$1.25	Ocean Spray Strawberry Kiwi	15.2 ounce Bottle	\$1.50
Diet Sierra Mist	20 ounce Bottle	\$1.25	Ocean Spray Pineapple Peach Mango	15.2 ounce Bottle	\$1.50
Mountain Dew White Out Citrus	20 ounce Bottle	\$1.25	Ocean Spray Ruby Red Grapefruit	15.2 ounce Bottle	\$1.50
Sierra Mist Natural	20 ounce Bottle	\$1.25			
Pepsi MAX	20 ounce Bottle	\$1.25			



3.7

Snack Items

Gum and Mints	Ounces	Suggested Vend Price
Big Red (5 Stick)		\$0.60
Extra (5 Stick)		\$0.60
Peppermint (5 Stick)		\$0.60
Wintergreen (5 Stick)		\$0.60
Trident Tropical (18 Stick)		\$1.25
Trident Watermelon (18 Stick)		\$1.25
Trident Original (18 Stick)		\$1.25
Extra Peppermint (15 Stick)		\$1.25
Extra Polar Ice (15 Stick)		\$1.25
Extra Spearmint (15 Stick)		\$1.25
Candy	Ounces	Suggested Vend Price
Peanuts	1.50	\$0.50
Crackers -- Cheese/ PB	1.38	\$0.50
Crackers -- Cheese/Cheese	1.38	\$0.50
3 Musketeer	2.13	\$0.85
Butterfinger	2.10	\$0.85
Gobstopper	1.77	\$0.85
Nature Valley Granola Bars	1.20	\$0.85
Kellogg's Special K Bar Blueberry	0.88	\$0.85
Kellogg's Special K Bar Strawberry	0.88	\$0.85
Kellogg's Special K Bar Choc Pretzel	0.77	\$0.85
M&M Peanuts	1.74	\$0.85
M&M Plain	1.69	\$0.85
Mike and Ike	1.80	\$0.85
Nut Roll	1.80	\$0.85
Skittles Orig.	2.17	\$0.85
Skittles Wildberry	2.17	\$0.85
Snickers	2.07	\$0.85
Starburst	2.07	\$0.85
Sweet Tarts	1.80	\$0.85
Twix	1.79	\$0.85
Twizzlers, Nibs	2.25	\$0.85
Baby Ruth	2.10	\$0.85
Nestle Crunch	1.55	\$0.85
PB M&M's	1.63	\$0.85
Pretzel M&M's	1.14	\$0.85
Skinny Cow Creamy Clusters	1.00	\$0.85
Skinny Cow Milk Chocolate Crisp	0.77	\$0.85
Triple Salami	1.50	\$1.00
Sweet 'n' Salty	2.00	\$1.00
Beef Jerky	0.80	\$1.00
Reese's Cups	2.10	\$1.25
General Mills Cocoa Puff Bar	1.73	\$1.25
General Mills Golden Graham Bar	2.10	\$1.25
General Mills Lucky Charms Bar	1.70	\$1.25

Bagged Candy	Ounces	Suggested Vend Price
Sour Patch	3.50	\$1.50
Reese's Pieces	3.50	\$1.50
Mike and Ike	5.00	\$1.50
Hot Tamales	5.00	\$1.50
Gummy Bears	4.50	\$1.50
Sour Worms	4.50	\$1.50
Wonka Laffy Taffy	6.00	\$2.00
Wonka Gummy Sweet Tarts	5.25	\$2.00
Chips	Ounces	Suggested Vend Price
SCO Lays	1.50	\$0.80
Cheetos	2.00	\$0.80
Cool Ranch Doritos	1.75	\$0.80
CSC	1.50	\$0.80
Dorito Nacho	1.75	\$0.80
Fritos	2.00	\$0.80
Funyuns	1.25	\$0.80
Jalapeno Cheetos	2.00	\$0.80
Lays Regular	1.50	\$0.80
Quaker Munchies	1.75	\$0.80
Salsa Con Queso Cheetos	2.00	\$0.80
Skins	1.75	\$0.80
Baked Ruffles	1.13	\$0.80
Baked SCO	1.13	\$0.80
Baked BBQ	1.13	\$0.80
Pretzels	2.00	\$0.80
Sunchips Harvest Cheddar	1.50	\$0.80
Hippie Chips	1.00	\$0.80
Veggie Wheat Thins	1.75	\$1.00
Special K Crker Chips/Sea Salt	1.06	\$1.00
Special K Crker Chips/Cheddar	1.06	\$1.00
POP Chips/ SCO	0.80	\$1.00
POP Chips/ BBQ	0.80	\$1.00
Boulder Chip. Rice & Bean	1.50	\$1.00
Boulder Salt Rice & Bean	1.50	\$1.00
Boulder Hummus	1.50	\$1.00
Cookie and Snack Items	Ounces	Suggested Vend Price
Grandma's Fudge C. Chip	2.50	\$0.85
Cheddar Chex Mix	1.75	\$0.85
Famous Amos	3.00	\$1.00
Cheezit	3.00	\$1.00
Gardettos	2.50	\$1.00
Grandma Mini	3.71	\$1.00
Rice Krispie Bars	2.13	\$1.00
Act II	2.75	\$1.00
Fruit Snacks	2.50	\$1.00



3.7

Snack Items, Con't.

Pastry	Ounces	Suggested Vend Price
Poptart Strawberry	3.60	\$1.00
Crumb Cake	3.25	\$1.00
Cupcakes	4.00	\$1.00
Donuts	4.00	\$1.00
Dunkin Stix	4.00	\$1.00
Pies	4.50	\$1.00
Zingers	4.25	\$1.00
Apple Danish	4.00	\$1.00
Big Texas	4.00	\$1.00
Butterhorn	4.00	\$1.00
Cheese Danish	4.00	\$1.00
Cherry Cheese	4.25	\$1.00
Honey Bun	4.75	\$1.00
Ice Cream	Ounces	Suggested Vend Price
Big Neapolitan	6.00	\$1.25
Big Vanilla	6.00	\$1.25
FrozFruit Bar	3.00	\$1.25
Heath Bar	4.00	\$1.25
Strawberry Shortcake	4.00	\$1.25
Swiss Miss Fudge Bar	2.50	\$1.25
Chocolate Eclair	4.00	\$1.25
Champ Cone	4.60	\$1.25
Chips Galore Ice Cream Sandwich	4.50	\$1.25
Snickers	3.33	\$2.00
Twix	3.20	\$2.00
Choco Taco	4.00	\$2.00
Klondike Bar	5.50	\$2.00
Milky Way Bar	2.80	\$2.00
Oreo Bar	4.00	\$2.00
Hot Beverages	Ounces	Suggested Vend Price
Regular/Decaf	8.00	\$0.50
Cappuccino	8.00	\$0.50
Hot Chocolate	8.00	\$0.50
Regular/Decaf	12.00	\$0.75
Cappuccino	12.00	\$0.75
Hot Chocolate	12.00	\$0.75

4. Service Requirements

No additional responses required.



PEPSI-COLA of LINCOLN

5. Revenue Information and Requirements

- 5.1.3.2 Pepsi-Cola will entertain an annual guarantee flat rate fee for the vending business if this is preferred by the City. Pepsi-Cola would base this fee upon the percentages used in Section 5.1.3.3 and projected sales volumes.
- 5.1.3.3 Pepsi-Cola will pay the City 30% of Gross Revenue on beverages and 15% of Gross Revenue on snacks. Commissions are based upon the suggested vend prices described in 3.7. Gross Revenue is defined in Section 5.3 of RFP.
- 5.4 To avoid any issues with late payment fees, Pepsi-Cola will advance the City \$50,000 ("Base Fee") at the beginning of each year of the Agreement. At the end of each Agreement year, Pepsi-Cola will reconcile commissions earned compared to the advance. Any deficit will reduce the following year's Base Fee until the final year of the Agreement. At the end of the term, if there is a deficit, the City will be required to reimburse Pepsi-Cola. A surplus will be paid to the City on an annual basis. In order to inform the City of performance, we will report sales on a monthly basis by location.

6. Promotional Products and Sponsorships of Various City Programs and Activities

- 6.2.1 Pepsi-Cola will provide each year up to four (4) radio remotes valued at \$3,200 and \$1,000 in free product to support Night Splash Pool Parties. Total annual value of \$4,200
- 6.2.2 Pepsi-Cola will provide each year \$500 in free product to support volunteer appreciation and special events at Highlands, University Place and Star City Shores pools. Total annual value of \$500
- 6.2.4.1-2 Pepsi-Cola will provide \$40,000 each year of the Agreement to sponsor the July fireworks display. Total annual value of \$40,000
- 6.2.4.3 Pepsi-Cola will discuss an increase in the sponsorship amount at the beginning of the second 5 year term if the City chooses to renew Agreement.
- 6.2.4.4 Pepsi-Cola agrees to sponsor the July fireworks display, however Pepsi-Cola cannot directly contract with the fireworks provider without proper indemnification from all parties, including the City.
- 6.3.1-6.3.2.4 Pepsi-Cola agrees to provide \$1,500 per year support on all items listed under promotional assistance, equipment and supplies. Pepsi-Cola will require the City to identify a contact person to administer these times. Total annual value of \$1,500
- 6.3.3 Pepsi-Cola will make available to the City (200) 15-second promotional tags to support City events. Total annual value of \$3,000
- 6.3.4 N/A
- 6.3.5 N/A
- 6.3.6 N/A



PEPSI-COLA of LINCOLN

7. Fountain Soft Drink Equipment and Supplies

7.2-7.2.5 Please refer to the form Fountain Soft Drink Supplies for City of Lincoln provided in RFP. Our response is provided on this form.

8. Soft Drink Vending at Various Locations

8.1.1.1 Pepsi-Cola will offer only the Pepsi-Cola brand and package portfolio for this Agreement. Please refer to attachment for details of all brands and packages.

8.1.1.2 The funding provided by 6.2.4.1 is conditional upon an exclusive beverage agreement.



PEPSI-COLA of LINCOLN

8.1.1.1

Brand and Package Portfolio

Retail / Fountain	8 oz.	12 oz.	15.2 oz.	20 oz.	24 oz.	.5 liter	1 liter	2 liter	12 pk.	24 pk.	5 g Pre	3 g Post	5 g Post
Carbonated Soft Drink (CSD)													
Pepsi	X	X		X	X	X	X	X	X	X	X		X
Pepsi NEXT		X		X				X	X				
Pepsi ONE		X		X				X	X	X			
Pepsi MAX		X		X				X	X	X			
Diet Pepsi	X	X		X	X	X	X	X	X	X	X		X
Diet Pepsi Vanilla		X		X					X				
Diet Pepsi Lime		X		X				X	X				
Pepsi Throwback		X		X				X	X				
Caffeine Free Pepsi		X		X				X	X	X			
Caffeine Free Diet Pepsi		X		X	X			X	X	X		X	X
Mountain Dew	X	X		X	X	X	X	X	X	X	X		X
Diet Mountain Dew		X		X	X			X	X	X		X	X
Mountain Dew Code Red		X		X			X	X	X	X		X	
Diet Mountain Dew Code Red		X		X					X				
Mountain Dew Live Wire		X		X				X	X				
Caffeine Free Diet Mountain Dew		X		X					X				
Mountain Dew Voltage		X		X					X				
Mountain Dew White Out		X		X					X				
Diet Mountain Dew Supernova		X		X					X				
Mountain Dew Throwback		X		X					X				
Wild Cherry Pepsi		X		X	X			X	X	X		X	X
Diet Wild Cherry Pepsi		X		X				X	X	X			
Sierra Mist Natural	X	X		X	X			X	X	X	X	X	X
Diet Sierra Mist	X	X		X				X	X				
Mug Rootbeer		X		X				X	X	X	X	X	X
Diet Mug Rootbeer		X		X					X				
DOC360		X		X				X	X				
Diet DOC360		X		X				X	X				
Crush Orange		X		X				X	X	X		X	
Crush Diet Orange		X		X					X				
Crush Grape		X		X					X				
Crush Strawberry		X		X					X			X	
Crush Cherry		X		X					X				
Hawaiian Punch		X		X				X	X				
Ocean Spray													
Apple 100%			X										
Orange 100%			X										
Cranberry Grape			X										
Ruby Red Grapefruit			X										
Strawberry Kiwi			X										
Pineapple Peach Mango			X										
Cranberry Cocktail			X										
			X										
Aquafina													
Purified Water		X		X	X	X	X		X	X			
Aquafina Splash													
Raspberry				X		X							
Wild Berry				X		X							
Grape				X		X							
Strawberry Kiwi				X		X							



8.1.1.1

Brand and Package Portfolio, Con't.

Retail / Fountain	9.5 oz.	10 oz.	12 oz.	13.7 oz.	14 oz.	15 oz.	16 oz.	20 oz.	24 oz.	1 liter	1.5 g Post	3 g Post
Starbucks Frappuccino												
Coffee	X			X								
Vanilla	X			X								
Vanilla Light	X											
Mocha	X			X								
Mocha Light	X											
Starbucks Refreshers												
Orange Melon			X									
Raspberry Pomegranate			X									
Strawberry Lemonade			X									
Seattle's Best Coffee												
Iced Mocha	X											
Iced Vanilla	X											
Muscle Milk												
Milk Chocolate					X							
Strawberry Crème					X							
Banana Crème					X							
Vanilla Crème					X							
Chocolate Light					X							
Café Latte Light					X							
Hog Wash Juice												
Gruntin Grape		X										
Squealin Blue Raspberry		X										
Piggleberry Punch		X										
Oinkin Orange		X										
Swine Sational Lime		X										

9. Current Soft Drink Vending Locations

No additional responses required.

10. Snack Food Vending Services at Various Locations

No additional responses required.

11. Current Snack Food Vending Locations

No additional responses required.

12. Healthy Vending Choices

12.5.2 Pepsi-Cola recommends reserving 25% of vend selections for healthy choice items. However, we will follow the merchandising standards as listed in our attachment. We reserve the right to discuss changes to the percentage of healthy choice items based upon actual sales volume of these products.

12.5.3 Attached.

12.5.5 Healthy choice items will be placed in the preferred position in the vending machine. However, due to the constraints of the vendors, not all healthy items will fit into the top third of the machine.

12.5.6-12.5.7 Attached.



12.5.3

The 35-10-35 is the most widespread nutritional guideline in the country.

The 35-10-35 nutritional guidelines means the following:

- Less than 35% of total calories are fat calories
- Less than 10% of total calories are saturated fat calories
- Less than 35% of total weight from sugar (9 grams per 100 calories)

The following is a list of all the items that meet the requirements of the 35-10-35 guidelines.

Healthy Choice Snacks

Large Spiral Items

- Beef Jerky/Nuggets
- Gardetto's Reduced Fat
- Chex Mix
- Quaker Baked Cheddar Munchie Mix
- Pepperidge Farm Goldfish Mix Ups
- Elfin Animal Crackers
- Austin Zoo Animal Crackers
- Basil Animal Crackers
- Honey Wheat Pretzel Braids
- Rold Gold Tiny Twist Pretzels
- Snyder's Sourdough Pretzel Nibs
- Harvest Cheddar Sun Chips
- Reduced Fat Baked Cheez Its
- Andy Capp Hot Fries
- Crunch and Munch
- TGIF Cheddar/Bacon Skins
- LSS Baked SCO
- LSS Baked BBQ
- LSS Baked Nacho Doritos
- LSS Baked CSC
- LSS Baked Cheetos
- Reduced Fat SS Chili Doritos
- Rice Krispie Treats
- Strawberry Pop Tarts
- Brown Sugar Pop Tarts

Small Spiral Items

- NV Oat & Honey Granola Bar
- NV Peanut Butter Granola Bar
- Fiber One Oats & Chocolate
- Fiber One Oats & Peanut Butter
- Quaker Chewy Choc Chip Granola Bar
- Quaker Chewy Peanut Butter/CC Granola Bar
- Cinnamon Toast Crunch Bar
- Nutrigrain Strawberry Bar
- Snickers Marathon Multigrain Energy Bar
- 3 Musketeer Brownie Generation Max Bar
- Sugar Free Vanilla Wafers
- Whole Grain Cracker & Cheese
- Peanuts
- Corn Nuts (all flavors)



PEPSI-COLA of LINCOLN

12.5.3

Healthy Choice Beverages

Brand	Ounces	Brand	Ounces
Diet Pepsi Lime	12 ounce Can	SoBe Life Water Pomegranate Nectarine with Coconut Water	20 ounce Bottle
Diet Pepsi Vanilla	12 ounce Can	SoBe Life Water Mango Mandarin with Coconut Water	20 ounce Bottle
Pepsi ONE	12 ounce Can	SoBe Life Water Pacific Coconut with Coconut Water	20 ounce Bottle
Diet Pepsi	12 ounce Can	SoBe Life Water Strawberry Kiwi Lemonade	20 ounce Bottle
Caffeine Free Diet Pepsi	12 ounce Can	SoBe Life Water Strawberry Kiwi	20 ounce Bottle
Diet Mountain Dew	12 ounce Can	SoBe Life Water Pomegranate Cherry	20 ounce Bottle
Caffeine Free Diet Mountain Dew	12 ounce Can	SoBe Life Water Blackberry Grape	20 ounce Bottle
Diet Wild Cherry Pepsi	12 ounce Can	SoBe Life Water Black Cherry Dragonfruit	20 ounce Bottle
Diet DOC 360	12 ounce Can	SoBe Life Water Strawberry Apricot	20 ounce Bottle
Diet Mountain Dew Code Red	12 ounce Can	SoBe Life Water Lemonade	20 ounce Bottle
Mug Diet Rootbeer	12 ounce Can	SoBe Life Water Yumberry Pomegranate Zero Calorie	20 ounce Bottle
Diet Sierra Mist	12 ounce Can	SoBe Life Water Fuji Apple Pear Zero Calorie	20 ounce Bottle
Diet Sierra Mist Strawberry Kiwi Splash	12 ounce Can	SoBe Life Water Black & Blue Berry Zero Calorie	20 ounce Bottle
Diet Mountain Dew Supemov a Strawberry Melon	12 ounce Can	SoBe Life Water Acai Fruit Punch	20 ounce Bottle
Crush Diet Orange	12 ounce Can	SoBe Life Water Mango Melon	20 ounce Bottle
Diet Pepsi	20 ounce Bottle	SoBe Life Water Strawberry Dragonfruit Zero Calorie	20 ounce Bottle
Caffeine Free Diet Pepsi	20 ounce Bottle	SoBe Life Water Cherimoya Punch	20 ounce Bottle
Diet Mountain Dew	20 ounce Bottle	G2 Glacier Freeze	20 ounce Bottle
Caffeine Free Diet Mountain Dew	20 ounce Bottle	G2 Blueberry Pomegranate	20 ounce Bottle
Diet Wild Cherry Pepsi	20 ounce Bottle	G2 Fruit Punch	20 ounce Bottle
Diet DOC 360	20 ounce Bottle	G2 Grape	20 ounce Bottle
Diet Sierra Mist	20 ounce Bottle	Propel Kiwi Strawberry	20 ounce Bottle
Diet Mountain Dew Supemov a Strawberry Melon	20 ounce Bottle	Propel Berry	20 ounce Bottle
Aquafina	20 ounce Bottle	Propel Grape	20 ounce Bottle
Aquafina Splash Grape	20 ounce Bottle	Ocean Spray Cranberry Cocktail	15.2 ounce Bottle
Aquafina Splash Wild Berry	20 ounce Bottle	Ocean Spray Cranberry Grape	15.2 ounce Bottle
Aquafina Splash Raspberry	20 ounce Bottle	Ocean Spray Orange Juice 100%	15.2 ounce Bottle
Aquafina Splash Strawberry Kiwi	20 ounce Bottle	Ocean Spray Apple Juice 100%	15.2 ounce Bottle
Lipton Iced Diet Green Tea Citrus	20 ounce Bottle	Ocean Spray Strawberry Kiwi	15.2 ounce Bottle
Lipton Natural Diet Green Tea Citrus	20 ounce Bottle	Ocean Spray Pineapple Peach Mango	15.2 ounce Bottle
Lipton Natural Diet Green Tea Watermelon	20 ounce Bottle	Ocean Spray Ruby Red Grapfruit	15.2 ounce Bottle



12.5.6-12.5.7

Promoting Fit Pick™

Consumer education and promotion are absolutely crucial to successfully launching Fit Pick™ for the City. Goals of promotion include:

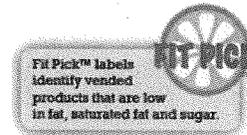
- Maintaining and growing your revenue base
- Encouraging existing customers to try new products
- Attracting a new base of health-conscious customers
- Raising the awareness of all consumers that Fit Pick™ is available
- Educating consumers about the meaning of Fit Pick™ nutritional criteria



In summary, Fit Pick™ will offer the City an easy-to-implement program that can transform vending machines into part of the solution to our local and national health problems! It offers consumers the option of choosing snacks that support a healthier lifestyle. Fit Pick™ products meet predetermined nutritional standards and are clearly identified, making them easy to locate in all vending machines. This serves an educational purpose for those who would like to eat better but don't know where or how to start.

12.6

Please refer to 12.5.3.



13. Award Criteria

Pepsi-Cola acknowledges the award criteria established by the City for this RFP.

14. Transition

Pepsi-Cola is hopeful there will be no need for a transition plan.

15. Assignment and Termination

Pepsi-Cola acknowledges the provisions of this section.

**FOUNTAIN SOFT DRINK SUPPLIES
FOR
CITY OF LINCOLN**

COMPLETE THIS FORM AND ATTACH IT TO THE WRITTEN RESPONSE!

	<u>Item Description</u>	<u>Unit Price</u>
	<u>Fountain Soft Drink Services, Equipment and Supplies</u>	
1.	List Full-line of Drinks:	
1.1	<u>Soft Drink Syrups:</u>	
	Product <u>Pepsi</u> Box Size <u>5</u> Gal.	\$ <u>12.03</u> Gal.
	Product <u>Diet Pepsi</u> Box Size <u>5</u> Gal.	<u>12.03</u> Gal.
	Product <u>Mountain Dew</u> Box Size <u>5</u> Gal.	<u>12.03</u> Gal.
	Product <u>Diet Mountain Dew</u> Box Size <u>5</u> Gal.	<u>12.03</u> Gal.
	Product <u>Mug Rootbeer</u> Box Size <u>5</u> Gal.	<u>12.03</u> Gal.
1.2	<u>Fruit Drinks:</u>	
	Product <u>Lemonade</u> Box Size <u>5</u> Gal.	\$ <u>12.03</u> Gal.
	Product <u>Pink Lemonade</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product <u>Crush Orange</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product <u>Fruit Punch</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product _____ Box Size _____ Gal.	_____ Gal.
1.3	<u>Other Drinks (Iced Tea Mix, Etc.)</u>	
	Product <u>Brisk Tea</u> Box Size <u>3</u> Gal.	\$ <u>11.61</u> Gal.
	Product <u>Raspberry Tea</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product <u>Gatorade</u> Box Size <u>3</u> Gal.	<u>12.44</u> Gal.
	Product _____ Box Size _____ Gal.	_____ Gal.
	Product _____ Box Size _____ Gal.	_____ Gal.

<u>Item Description</u>		<u>Unit Price</u>
2. <u>Wax-coated Paper Cups:</u>		
2.1	12 Oz. Size - Case Count <u>2,000</u> Cups	\$ <u>71.00</u> Cs
2.2	16 Oz. Size - Case Count <u>1,000</u> Cups	<u>47.50</u> Cs
2.3	22 Oz Size - Case Count _____ Cups	<u>N/A</u> Cs
2.4	24 Oz. Size - Case Count <u>1,000</u> Cups	<u>60.50</u> Cs
2.5	32 Oz. Size - Case Count <u>480</u> Cups	<u>41.50</u> Cs
3. <u>Cup Lids:</u>		
3.1	12 Oz Cups - Case Count <u>2,000</u> Lids	\$ <u>34.00</u> Cs
3.2	16 Oz Cups - Case Count <u>2,000</u> Lids	<u>34.00</u> Cs
3.3	22 Oz Cups - Case Count <u>N/A</u> Lids	<u>N/A</u> Cs
3.4	24 Oz. Cups - Case Count <u>2,000</u> Lids	<u>34.00</u> Cs
3.5	32 Oz. Cups - Case Count <u>960</u> Lids	<u>26.15</u> Cs
4. <u>20 Ounce Bottles - Beverages</u>		
4.1	Soft Drink	\$ <u>19.65</u> 24 Bttls/Cas
4.2	Sports Drink	\$ <u>21.75</u> 24 Bttls/Cas
4.3	Water	\$ <u>19.65</u> 24 Bttls/Cas
4.4	Tea	\$ <u>19.65</u> 24 Bttls/Cas
5. <u>Co₂ Refills</u>		\$ <u>27.15</u> Ea.
6. <u>Cylinder Deposit</u>		\$ <u>50.00</u> Ea.
*Addendum 2 100% Juice Box 6.75 oz.		\$ <u>0.40</u> Ea.

**SPECIFICATIONS
BEVERAGE AND SNACK VENDING SERVICES FOR THE CITY OF LINCOLN
REQUEST FOR PROPOSALS**

1. PROJECT SCOPE

- 1.1 The City of Lincoln (hereinafter referred to as the City) is interested in executing a long term contract with a Beverage and Vending Services Firm (hereinafter referred to as Vendor) to install and manage beverage services and vending machines at locations throughout the City.
- 1.2 Products and services required under contract will include but are not limited to:
 - 1.2.1 Fountain soft drink equipment and supplies at Star City Shores Aquatic Center, Densmore Park Ballfield concession, Jim Ager Golf Course Clubhouse and Woods Pool concession operations.
 - 1.2.2 Soft drink and snack food vending machine services at various City buildings and Parks and Recreation locations.
- 1.3 The City wishes to maximize revenue while providing a wide variety of foods and beverages to facility visitors and staff population.
 - 1.3.1 Vendor shall provide a variety of beverages and snacks that are typical of vending selections and healthy choices as specified.
- 1.4 Vendors must submit an electronic response using the City Purchasing Ebid system AND seven (7) copies of a written response prior to the closing date and time.
 - 1.4.1 Written Response must be delivered/sent to:
City/County Purchasing
Beverage and Vending
Robert Walla
440 So. 8th Street
Lincoln, NE 68508
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.5.2 The City shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.5.3 Any communication with City staff, other than the Purchasing Dept is prohibited and may result in the rejection of proposal.
- 1.6 The City is interested in a contract term of five (5) years beginning on September 1, 2012 through August 31, 2017 with option to renew for one (1) additional five (5) year term.
 - 1.6.1 Vendors may submit alternate terms which would provide greater revenue for the City.
 - 1.6.2 Alternate terms and the revenue amounts must be outlined in the written response.

2. GENERAL INFORMATION

- 2.1 The City program shall include providing, installing, and maintaining the soft drink and vending systems at all locations with the exception of the Pinnacle Bank Arena.
- 2.2 Only name brand products will be allowed for dispensing in the machines provided.
 - 2.2.1 Other products, depending on sales volume, may be substituted during the contract term for items offered in your original response; however, prices shall remain the same as kindred items offered in your response.
 - 2.2.2 Contractor must consider input from the City staff when adding or deleting items from the machines.

- 2.3 The City will furnish, at its own expense, all electricity and water lines used for the operation of the vending machines.
 - 2.3.1 Contractor's equipment must be suitable to operate with the existing physical plant layout, utility and outlet locations, etc.
 - 2.3.2 The City will not be responsible for making any improvements or modifications to the existing areas in order to accommodate the proposer's equipment unless it is proven that such improvements will add revenue which exceeds the improvement cost.
 - 2.3.3 In offering utility hookups and space, the City is not assuming liability for the contractor's equipment and/or its contents.
- 2.4 Vendor will be required to provide three (3) references where they are currently providing beverage and vending services in a quantity that is equal to or exceeds the amount of product per month/year as listed in the attachments.
 - 2.4.1 References must be listed on written response.
- 2.5 Vendor shall indicate a single point of contact for departments to contact regarding orders, promotional events, sponsorships, revenue payments, and any other issue arising during the term of the contract.

3. VENDING MACHINE INFORMATION

- 3.1 Attachment "A" shows the gross revenues generated and monthly buying trends of soft drink vending machines at City Parks and Rec facilities for 2010 and 2011.
- 3.2 Attachment "B" shows the gross revenues generated and monthly buying trends of soft drink and snack food vending machines at all non-park locations in the City and snack food vending machines at City Park facilities for 2010 and 2011.
- 3.3 Vending machines located at City facilities currently contain the following:
 - 3.3.1 Cold Drinks (20 oz. bottle and 12oz. cans of pop, water and juice)
 - 3.3.2 Hot Drinks (coffee, tea, cocoa)
 - 3.3.3 Snack Machines (candy bars, donuts, rolls, cookies, nuts and chips)
 - 3.3.5 Frozen Snack Machine (ice cream bars, burritos, chicken wings, etc.)
 - 3.3.6 Cold Machine (sandwiches, fruit, milk)
- 3.4 On occasion, specialty items may be requested by City Staff to be included in the vending machines at various locations.
- 3.5 Vendor shall provide plastic utensils and a microwave capable of cooking those products supplied by the vending machines at locations where volume is adequate.
- 3.6 The City wishes to maximize the amount of commissions by increasing the number of machines at City locations.
- 3.7 Vendor shall provide a list which includes the number of machines proposed at each location, specific contents of each machine (including brand names), the package weight, and all prices charged for each item sold.
 - 3.7.1 List shall be on company letterhead and attached in the Response Attachments section of the ebid.
 - 3.7.2 The City shall negotiate the price and items at each location with the awarded Vendor in order to receive the greatest amount of revenue while not discouraging the purchase of items.
 - 3.7.3 **The price for beverage and snack vending machine products will be the same at all locations served by the Vendor under the terms of this contract.**
- 3.8 The Vendor must provide a bill changer capable of changing \$1, \$5, \$10, and \$20 bills at selected locations as requested.
- 3.9 Upon request, Vendor shall provide samples of snack vending products submitted in their proposal.

4. SERVICE REQUIREMENTS

- 4.1 The Vendor shall furnish all materials, supplies, delivery and labor required in the operation and maintenance of the equipment supplied.
- 4.2 Servicing of machines and related equipment repair service shall be of the same quality offered to the retail segment of your trade.
- 4.3 Machines damaged by vandalism, accident, or natural occurrences shall be repaired or replaced at Vendor's expense within twenty-four (24) hours of notification.
- 4.4 Proper cleaning and sanitizing of the machines is essential, particularly machines vending open liquids, such as coffee products.
 - 4.4.1 Vendor shall provide all vending services in strict compliance with all the current laws and ordinances of the City, County and State of Nebraska, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.
- 4.5 Hours of operation and service times shall be those during which the facilities are open to the public.
 - 4.5.1 In the event there are private parties after normal business hours, the Vendor may be required to service machines at the request of the respective pool or recreation center supervisor at no cost to the City.
- 4.6 Machines shall be located within or about the specified building at the direction of the supervisor in charge of the facility.
- 4.7 All machines must be anchored to prevent tipping.
- 4.8 Machines located at swimming pools, and some other locations, may be stored inside or outside depending on the facilities.
- 4.9 Vendors will reimburse the City for any refunds that the City may need to issue to complainants at any facility who demand to be reimbursed for vending transactions for which they have made payment, but have failed to receive the merchandise they selected.

5. REVENUE INFORMATION AND REQUIREMENTS

- 5.1 The City is interested in contracting with a company who will maximize the revenue that can be generated from beverage and vending services.
 - 5.1.1 The City has contracted for vending and beverage services in the past with good results.
 - 5.1.2 It is the goal of this contract to increase revenue payments by maximizing the opportunities available with the addition of machines or other means which may or may not have been utilized in the past.
 - 5.1.3 Vendors are encouraged to propose several options to the City which have been successful in Lincoln as well as in Cities of this size around the country including but not limited to:
 - 5.1.3.1 Flat Fee/Non Vending machine activities: Licensee shall pay a guaranteed annual flat fee.
 - 5.1.3.1.1 Phased in increases during the term of the agreement are encouraged.
 - 5.1.3.1.2 Said fee shall be payable in twelve (12) monthly installments due on the first day of each month, of each license year or some type of similar payment structure to be negotiated.
 - 5.1.3.2 Vending Machine Flat Fee: Licensee shall pay a minimum flat fee per month for each vending machine at the licensed premises.
 - 5.1.3.2.1 Phased in increases during the term of the agreement are encouraged.
 - 5.1.3.2.2 Said fee shall be payable in twelve monthly installments due on the first day of each month of each license year or some type of similar payment structure to be negotiated.

- 5.1.3.3 Percentage of Gross Receipts: A percentage of gross receipts as offered by proposer.
 - 5.1.3.3.1 Said payments shall be payable in twelve monthly installments and remitted not later than the fifteenth of every month in arrears for the prior month for each month of each license year.
 - 5.1.3.4 A phased in percentage, increasing to a maximum figure, will be considered to help defray the start-up costs.
 - 5.1.3.5 Any combination of these options.
- 5.2 Attachment "A and B" shows the cash collected on beverage and or vending services at City facilities for 2010 and 2011.
- 5.3 One of the options available to the Vendor is to pay a monthly or yearly guaranteed sum or commission on all completed transactions, based on GROSS REVENUES.
 - 5.3.1 GROSS REVENUES shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational costs, taxes (**other than NE sales tax**), equipment charges, or other fees, expenses, or payments to suppliers.
- 5.4 Commission payments on gross revenues which are paid on a calendar month basis shall be paid by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.
 - 5.4.1 A 10% late fee will be assessed by the City for payments not received by the 15th of the following month.
 - 5.4.2 Payments which are over 60 days late will result in a late fee of 30% and may result in termination for cause.
- 5.5 Contractor shall list their revenue generating options as part of their written response.
- 5.6 The City shall not pay nor be liable for any costs for the duration of the contract.
- 5.7 Revenue payments shall be sent to:
 - The City of Lincoln
 - Finance Department
 - c/o Steve Hubka - Finance Director
 - 555 So. 10th Street
 - Lincoln, NE 68508
- 5.8 Monthly revenue payments shall be made as one lump sum covering all machines at all locations; however, such lump sum payments must be accompanied by a statement showing gross revenues at each location by type of sales.
- 5.9 The calculation of the commission/GMAC shall be documented on the statement which accompanies the payment.
 - 5.9.1 The City reserves the right to inspect the financial records of the Vendor, at any time throughout the term of the agreement for verification of compliance.
- 5.10 The City is encouraging the Vendor to consider a signing bonus due upon execution of the contract by all parties.
 - 5.10.1 Amount of signing bonus shall be on the written response and clearly indicated as a Signing Bonus.
- 5.11 The Vendor shall maintain an accurate, verifiable record and tracking system acceptable to the City for substantiating guaranteed and/or commission payments.

6. PROMOTIONAL PRODUCTS AND SPONSORSHIP OF VARIOUS CITY PROGRAMS AND ACTIVITIES

- 6.1 In addition to cash revenue from beverage and vending sales, the City is interested in partnering with a Vendor to provide promotional items and sponsorship of events in the City throughout the year.
- 6.2 The City conducts the following special events and programs for which promotional assistance and co-sponsorship by the proposer is desired:
 - 6.2.1 Nine (9) Night Splash pool parties.
 - 6.2.2 One (1) special event for Volunteer Appreciation.
 - 6.2.3 Special Events At Highlands, University Place and Star city Shores pools
 - 6.2.4 Fourth of July Fireworks display (Uncle Sam Jam)
 - 6.2.4.1 The City would like the Vendor to be the sponsor of this event by covering the cost of the fireworks display each year.
 - 6.2.4.2 The minimum amount of sponsorship for this event in the first year is \$40,000.00
 - 6.2.4.3 The Vendor shall increase the amount of funding for this event by \$1,000.00 per year for the life of the contract and any renewal. (I.e.. - Year 2 - \$41,000.00, Year 3 - \$42,000.00, etc. etc.)
 - 6.2.4.4 The Vendor shall contract for the fireworks with a reputable company who has a proven record of providing spectacular fireworks shows throughout the United States.
 - 6.2.4.5 Details of the fireworks show will be discussed with the Mayors office prior to the Vendor contracting with a fireworks provider.
- 6.3 Promotional and sponsorship items suggested by the Parks and Recreation Department to be given away to participants at various events include but is not limited to:
 - 6.3.1 Promotional assistance:
 - 6.3.1.1 Free soft drink products (Including healthy options)
 - 6.3.1.2 Free T-shirts and sweatshirts
 - 6.3.1.3 Free Toys and gadgets
 - 6.3.1.4 Free Sporting goods equipment.
 - 6.3.2 Promotional equipment or supplies for use at City facilities during promotional and sponsorship events, and in some cases daily use, include but is not limited to:
 - 6.3.2.1 Menu boards.
 - 6.3.2.2 Clocks for swimming pools.
 - 6.3.2.3 Logoed rainwear for use by pool staff
 - 6.3.2.4 Logoed umbrellas
 - 6.3.3 Vendor may provide radio and television advertising at no cost to the City as a Co-sponsor of Parks & Recreation special events with various radio and television stations throughout the swim season.
 - 6.3.4 Vendor may provide billboard advertising at no cost to the City as a Co-sponsor of Parks & Recreation special events throughout the swim season.
 - 6.3.5 Vendor may provide Can Panel advertising at no cost to the City as a Co-sponsor of Parks & Recreation special events throughout the swim season.
 - 6.3.6 Vendor may provide printed posters and flyers at no cost to the City as a Co-sponsor of Parks & Recreation special events throughout the swim season.
- 6.4 Participation in the promotional and sponsorship areas must be outlined in the written proposal submitted to the City.
- 6.5 The City will consider other partnerships with the Vendor throughout the term of the contract to promote the City and the Vendors products and business.

7. **FOUNTAIN SOFT DRINK EQUIPMENT AND SUPPLIES**

- 7.1 Vendor shall supply the following soft drink dispensing equipment at Star City Shores, Densmore Park, Jim Ager Golf Course and Woods Pool at no cost to the City :
 - 7.1.1 Two (2) - Eight (8) head fountain dispensers with metered flow and automatic valve at Star City Shores.
 - 7.1.2 Two (2) - Two (2) head fountain dispensers with metered flow and automatic valve at Star City Shores.
 - 7.1.3 One (1) - Six (6) head fountain dispensers with metered flow and automatic valve at Woods Pool.
 - 7.1.4 One (1) - Eight (8) head fountain dispensers with metered flow and automatic valve at Densmore Park Ballfield.
 - 7.1.2 CO₂ dispenser, plus large single cylinder tank at concession location.
- 7.2 Vendor shall provide pricing with their proposal for the following products which will be purchased by the City on an as-needed basis:
 - 7.2.1 Full-line soft drink syrups, fruit drink syrups, iced tea, etc., packaged in standard size bags/box containers.
 - 7.2.2 Wax-coated paper cups: 12 oz., 16 oz., 22 oz., 24oz. and 32oz.
 - 7.2.3 Lids sized appropriate for each cup.
 - 7.2.4 CO₂ refills
 - 7.2.5 **Vendor shall complete the pricing of these items on the ebid portion of their bid in the Line Item section.**
 - 7.2.5.1 Other products that the Vendor would like to sell to the City can be included in the written response.
 - 7.2.6 Price must include delivery to all City locations.
- 7.3 Delivery requirements
 - 7.3.1 Vendor shall be responsible for re-stocking items before noon of each day.
 - 7.3.2 Vendor must be able to make additional deliveries on an as-needed basis within twenty-four (24) hours of notification by City.
 - 7.3.3 No out-dated products will be accepted.
 - 7.3.4 Spoiled/damaged products will be returned for full credit.

8. **SOFT DRINK VENDING SERVICES AT VARIOUS LOCATIONS**

- 8.1 Vendor shall supply and service soft drink vending equipment at no cost to the City.
 - 8.1.1 Soft drink vending machines shall dispense not less than five (5) selections, one of which shall be a major brand such as "Coca-Cola", "Pepsi-Cola", "Seven-Up", or "RC Cola".
 - 8.1.1.1 **Vendor may propose an exclusive brand beverage as part of their written proposal.**
 - 8.1.1.2 The City will determine if an exclusive brand arrangement is in its best interest during the evaluation process of the RFP.
 - 8.1.2 Machines shall have a capacity of not less than four hundred (400) 12 oz. soft drink cans or three hundred (300) 20 oz. plastic twist-cap bottles.
 - 8.1.3 Machines shall be self-contained.
 - 8.1.4 Machines installed at recreation centers and swimming pools shall be equipped with dollar bill changers.
 - 8.1.5 City will furnish all electricity used for these operations.
 - 8.1.5.1 The City is interested in a Vendor who will install vending machines that have the highest energy efficiency rating available.
 - 8.1.5.2 Vendors who propose exterior machines that utilize alternative power sources such as solar or wind power to operate the machines will be evaluated at a more favorable rate than a Vendor that doesn't provide this technology.

- 8.1.5.3 The City has the right to reject machines that are very old and/or do not have energy efficient technology.
- 8.1.6 Contractor shall furnish all materials, supplies and labor required in the operation of the machine at his own expense.
- 8.1.7 In addition to common soft drinks, successful contractor shall supply non-carbonated drinks such as tea, juices, sports drinks and water in all machines.
- 8.2 Vendor shall provide soft drink vending services strictly in compliance with all the current ordinances of the City and laws of the State of Nebraska, now and hereafter in effect during the term of this agreement.

9. CURRENT SOFT DRINK VENDING LOCATIONS

9.1 Currently, soft drink vending machines are located at the following locations twelve (12) months per year: (See Attachment B for number of machines)

<u>LOCATION</u>	<u>ADDRESS</u>
"F" Street Comm. Center	1225 "F" Street
Easterday Rec Center	6130 Adams Street
Air Park West Center	3720 N.W. 46th Street
Auld Pavillion	3140 Sumner Street
Irving Recreation Center	2010 Van Dorn Street
Calvert Recreation Center	4500 Stockwell Street
Belmont Comm. Center	14th & Judson
Parks & Rec. Admin. Office	2740 "A" Street
Central District Shop	244 S 21
Carpentry Maintenance Shop	240 S 21
South District Shop	6400 Normal Blvd.
Southwest District Shop	3201 S Coddington
Ager Play Center	1300 S 27
Park Teen Center	855 S. 8 th St.
Northeast District Shop	5045 Colby
Northwest District Shop	3130 N 5
Highlands Golf Maint. Shop	5501 NW 12
Holmes Golf Maint. Shop	6300 Pioneers Blvd.
Mahoney Golf Maint. Shop	7900 Adams St.
Pioneers Golf Maint. Shop	Pioneers Park
Bennet Martin Library	136 S. 14 th St.
Capital Humane Society	2320 Park Blvd.
Lincoln Wastewater Plant	2400 Theresa St.
Street Maintenance Office	901 N 6th
Ashland Water Treatment Plant	401 Hwy. 6
Northeast Street Mntc Shop	3200 Baldwin
Southeast Street Mntc Shop	3180 South St.
Municipal Service Center	901 Bond Street (Several Locations in Bldgs)
StarTran	710 J Street
Anderson Library	3635 Touzalin
Gere Library	2400 S. 56 th St.
Eiseley Library	1520 Superior St.
Walt Library	6701 S. 14 th St.
Police Firing Range	6000 N.W. 38 th St.

Carriage Park Garage	1128 L St.
Center Park Garage	1120 N. St.
Cornhusker Square Garage	1220 L St.
Haymarket Park Garage	848 Q St.
Q Place Garage	1111 Q St.
University Square Garage	101 N. 14 th St.
LPD Center Substation	1501 N. 27 th St.
Fire Station #1,#2,#3,#4,#5,#6,#7,#8,#9,#10,#11,#12,#13,#14 and Mntc Shop	
Police Garage	635 J St.
LPD NE Substation	4843 Huntington Ave.
Lincoln Water Dept.	2021 N. 27 th St.
FUTURE SITE OPTION - 2 New Haymarket Parking Garages	

- 9.2 Currently, soft drink vending machines are located at the following locations from May 15 through August 31 each year:

<u>LOCATION</u>	<u>ADDRESS</u>
Irvingdale Pool	19th and Van Dorn Sts.
Ballard Pool	3901 N. 66 th St.
Belmont Pool	12th and Manatt Sts.
Eden Pool	46th & Antelope Creek Rd.
Highlands Pool	5503 NW 12 th St.
University Place Pool	4900 Lexington St.
Arnold Heights Pool	4000 N.W. 46th Street
Star City Shores	4375 S. 33 rd Ct.

- 9.3 Currently, soft drink vending machines are located at the following locations from May 1 through October 1 each year:

<u>LOCATION</u>	<u>ADDRESS</u>
Mahoney Park Softball Complex	
Holmes Park Softball	S. 70 th & Holmes Park Rd.
Pioneers Park Concession	Pioneers Park
Antelope Playground	30 th & A St.
Union Plaza	21 st and Q St.
MoPac Trail Head Station	So. 89 th Street

- 9.4 The City shall communicate with the Vendor in locating other locations for soft drink vending machines throughout the term of the contract.
- 9.5 Should it prove not to be economical to provide the number of machines listed for each location, the Vendor shall advise the City and discuss options available to the City.
- 9.6 The City agrees to only allow the contracted Vendor to provide snack food and beverages at the locations owned by the City.

10. **SNACK FOOD VENDING SERVICES AT VARIOUS LOCATIONS**

- 10.1 Vendor shall supply and service snack food vending equipment at no cost to the City :
 - 10.1.1 Snack food vending machines shall dispense various types of snacks which are proven sellers with other accounts in Lincoln, NE.
 - 10.1.1.1 **Vendor may propose an exclusive brand/s of snacks as part of their written proposal.**
 - 10.1.1.2 The City will determine if an exclusive brand arrangement is in it's best interest during the evaluation process of the RFP.
 - 10.1.2 Machines shall be self-contained.
 - 10.1.3 Machines installed at recreation centers and swimming pools shall be equipped with dollar bill changers as needed.
 - 10.1.4 City will furnish all electricity used for the operations of these machines.
 - 10.1.5 Vendor shall furnish all materials, supplies and labor required in the operation of the machines at his own expense.
- 10.2 Vendor shall provide snack food vending services strictly in compliance with all the current ordinances of the City and laws of the State of Nebraska, now and hereafter in effect during the term of this agreement.

11. **CURRENT SNACK FOOD VENDING LOCATIONS**

- 11.1 Currently, snack food vending machines are located at the following locations twelve (12) months per year:

<u>LOCATION</u>	<u>ADDRESS</u>
"F" Street Comm. Center	1225 "F" Street
Easterday Rec Center	6130 Adams Street
Air Park West Center	3720 N.W. 46th Street
Auld Pavilion	3140 Sumner Street
Irving Recreation Center	2010 Van Dorn Street
Calvert Recreation Center	4500 Stockwell Street
Belmont Comm. Center	14th & Judson
Parks & Rec. Admin. Office	2740 "A" Street
Central District Shop	244 S 21
Carpentry Maintenance Shop	240 S 21
South District Shop	6400 Normal Blvd.
Southwest District Shop	3201 S Coddington
Ager Play Center	1300 S 27
Park Teen Center	855 S. 8 th St.
Northeast District Shop	5045 Colby
Northwest District Shop	3130 N 5
Highlands Golf Maint. Shop	5501 NW 12
Holmes Golf Maint. Shop	6300 Pioneers Blvd.
Mahoney Golf Maint. Shop	7900 Adams St.
Pioneers Golf Maint. Shop	Pioneers Park
Bennet Martin Library	136 S. 14 th St.
Capital Humane Society	2320 Park Blvd.
Lincoln Wastewater Plant	2400 Theresa St.
Street Maintenance Office	901 N. 6th
Ashland Water Treatment Plant	Hwy 2 Ashland, NE
Municipal Service Center	901 W. Bond St.
StarTran	710 J St.
Anderson Library	3635 Touzalin

Gere Library	2400 S. 56 th St.
Eiseley Library	1520 Superior St.
Walt Library	6701 S. 14 th St.
Police Firing Range	6000 N.W. 38 th St.
Carriage Park Garage	1128 L St.
Center Park Garage	1120 N. St.
Cornhusker Square Garage	1220 L St.
Haymarket Park Garage	848 Q St.
Q Place Garage	1111 Q St.
University Square Garage	101 N. 14 th St.
LPD NE Substation	4843 Huntington Ave.
LPD Center Substation	1501 N. 27 th St.
Police Garage	635 J St.
Lincoln Water Dept.	2021 N. 27 th St.
NE Streets Shop	
SE Streets Shop	
FUTURE SITE OPTION - 2 New Haymarket Parking Garages	

11.2 Currently, snack food vending machines are located at the following locations from May 15 through August 31 each year:

<u>LOCATION</u>	<u>ADDRESS</u>
Irvingdale Pool	19th and Van Dorn Sts.
Ballard Pool	3901 N. 66 th St.
Belmont Pool	12th and Manatt Sts.
Eden Pool	46th & Antelope Creek Rd.
Arnold Heights Pool	4000 N.W. 46th Street

- 11.3 The City shall communicate with the Vendor in locating other locations for snack food vending machines throughout the term of the contract.
- 11.4 Should it prove not to be economical to provide the number of machines listed for each location, the Vendor shall advise the City and discuss options available to the City.
- 11.5 The City agrees to allow only the contracted Vendor to provide snack food and beverages at the locations owned by the City.

12. HEALTHY VENDING CHOICES

- 12.1 The City of Lincoln seeks to encourage a healthy community and workforce and is committed to setting a positive example and providing leadership on healthy lifestyle choices to our citizens and our employees.
- 12.2 Providing healthy choices in the City's beverage and snack vending machines is necessary to this effort.
- 12.3 The goal is to offer healthy options while still allowing freedom of choice.

- 12.4 Healthier options in vending machines may assist individuals in leading a healthier lifestyle.
- 12.5 The City requests that the Vendor provides a detailed outline on how your beverage and vending service can contribute to our goal of creating an even healthier community.
 - 12.5.1 Plans shall include but not be limited to the following options:
 - 12.5.2 Reserving a percentage of food and beverages sold in City owned/operated vending machines dedicated to meeting the outlined nutrition standards listed in Attachment C.
 - 12.5.3 Identification of all food and beverage choices meeting the outlined nutrition standards in the vending machine as a "healthy choice".
 - 12.5.4 Setting prices for food and beverage items meeting the outlined nutrition standards at a price that is equivalent to or lower than the price of the remaining items within the vending machine that do not meet these nutrition standards.
 - 12.5.5 Placing food and beverage items meeting the outlined nutrition standards within the top third of the vending machine so that they are visible at eye level.
 - 12.5.6 Color coding vending items and placing signage on the machine that indicates which color-coded items meet the nutritional standard.
 - 12.5.7 Place signage on or near the machine which encourages the purchase of healthy items.
 - 12.5.7.1 The City Health Department and CIC Department will assist in providing artwork for signage.
- 12.6 All snack and beverage machines located at the Park Teen Center, City Rec Centers and Community Centers shall contain only healthy options.
 - 12.6.1 Please provide the complete list of healthy beverages and foods which will be put into these machines in the written portion of your proposal.

13. AWARD CRITERIA

The following criteria will be considered when evaluating and awarding a contract:

- 13.1 Vendor's proven ability to provide similar vending service programs to Cities of the size of Lincoln or larger.
- 13.2 Variety of items listed in the Vendor's response.
- 13.3 The proposed price to be charged for items offered.
- 13.4 The total amount of revenue offered to the City for the term of the contract.
- 13.5 The amount and type of promotional products and sponsorships provided.
- 13.6 The Signing Bonus offered.
- 13.7 Any additional value added offerings for products, commissions, services and/or enhancements to the City.
- 13.8 The financial stability of the company.
- 13.9 The age and condition of the machines to be placed in service.
 - 13.9.1 The City is requesting that a Vendor provides newer, energy efficient machines.

14. TRANSITION PLAN

- 14.1 Successful Vendor must ensure smooth transition from current provider (First Choice Vending) and work closely to schedule replacement of existing equipment to new systems in order to limit downtime.
 - 14.1.1 Transition plan shall be included in written response.

15. **ASSIGNMENT AND TERMINATION**

- 15.1 This agreement shall not be assigned by the Awarded Vendor without express written permission of the City.
- 15.2 The City may terminate the contract for cause if the Vendor:
 - 15.2.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
 - 15.2.2 Fails to make payments to the City for commissions or is continuously late with commission payments.
 - 15.2.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the contractor and subcontractors.
 - 15.2.4 Otherwise commits a substantial breach of any provision of the contract agreement.
- 15.3 By mutual agreement with both parties of the contract, upon receipt and acceptance of not less than sixty (60) calendar days written notice, the contract may be terminated for convenience on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 15.3.1 Upon such termination, the Vendor shall pay the City the full commission amount due as a result of all vending transactions properly completed using the equipment placed on City property, to the date of termination and not previously paid to the City.