



Staff Summary Report

Council Meeting Date: 03-20-2008

Agenda Item Number: _____

SUBJECT: Request to award a one-year contract with two, one-year renewal options to Sun Valley Vending for citywide food and beverage vending machine service.

DOCUMENT NAME: 20080320fstal0 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (IFB 08-091) This contract is estimated to generate \$300,000. There will be no cost to the City of Tempe.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Jerry Hart, Financial Services Manager, 480-350-8505
Reginald Bates, IT Project Manager, 480-350-8247

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: There is no cost to the City.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Invitation for Bid 08-091 was issued to establish a contract for food and beverage vending service for the City of Tempe. Three vendors responded to the Invitation for bid. An evaluation committee comprised of Performing Arts, IT and Procurement staff reviewed the responses. Sonoran Vending was declared non responsive and removed from award consideration. The committee's recommendation is to award the contract to Sun Valley Vending, the lowest responsive and responsible vendor meeting all requirements of the bid. There is no cost to the City of Tempe and no commissions are received.

INVITATION FOR BID**- ORIGINAL -****CITY OF TEMPE**

INVITATION FOR BID: 08-091

BID ISSUE DATE:

10/10/07

Commodity Code(s):

961-15; 931-88

PROCUREMENT DESCRIPTION: Vending Machine Service

BID DUE DATE/TIME: Wednesday, November 7, 2007, 3:00 P.M. Local Time
Late bids will not be considered**BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE**Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Friday, November 26, 2007, 5:00 P.M., Local Time

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

Bids must be completed in ink or typewritten and a completed bid response returned to the City Procurement Office by the Bid Due Date/Time indicated above. The "Vendor's Bid Offer" (Form 201-B IFB) must be completed and signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen _____

E-mail: Anthony_allen@tempe.gov

Phone No: 480-350-8548

Procurement Officer

Bid evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed bid responses for evaluation purposes. For this specific IFB, six (6) additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.

JHJerry Hart
Financial Services Manager

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name	<u>SUN VALLEY VENDING INC.</u>		
Company Mailing Address	<u>901 N. MARY ST. TEMPE, AZ 85281</u>		
Company Street Address	<u>901 N. MARY ST. TEMPE, AZ 85281</u>		
Bid Offeror Contact	<u>GREG DURST</u>	Title	<u>G/M.</u>
Contact's Phone No.	<u>480 8942457</u>	E-mail Address	<u>SODAPOPS@PRODIGY.NET</u>
<u>Bidder's Company Tax Information:</u>			
Arizona Transaction Privilege (Sales) Tax No.	<u>07226373 D</u>	or	
Arizona Use Tax No.	_____		
Federal I.D. No.	<u>86 0385461</u>		
City & State Where Sales Tax is Paid	<u>TEMPE</u>	,	<u>AZ</u>

THIS BID IS OFFERED BY

Authorized Bid Offeror (Type or Print in ink) GREG DURST (Sun Valley Vending INC)

Bid Offeror's Title (Type or Print in ink) General MGR.

Date Nov 1, 07

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.

Greg J. Durst
Signature of Authorized Bid Offeror

Nov 1, 07
Date

INSTRUCTIONS TO BIDDERS

Please note that these Instructions are to be read and followed by any bidder and/or contracted vendor and that failure to follow these Instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Bid Response:** It is the bidder's responsibility to examine this entire Invitation For Bid (IFB) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check their bid response for completeness and accuracy before submitting a bid. Concerns about any obvious errors, points of confusion and/or possible improprieties in this IFB that are apparent before the bid opening date are to be filed with the City Procurement Office prior to the scheduled bid opening date. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. The City will not reimburse the cost of developing, presenting or providing any bid response to this IFB.
2. **Late, Unsigned and/or Incomplete Bid Response:** A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and rejected. The City will not accept a signed letter by bidder in lieu of a signed "Vendor's Bid Offer", Form 201-B (IFB) as provided in this IFB.
3. **Inquiries:** Questions regarding this IFB are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (IFB); unless another City contact is specifically named in this IFB. Questions should be submitted in writing, when time permits. When sending correspondence related to this IFB, identify within the letter, the appropriate IFB number, page and paragraph at issue. However, bidder must not place the IFB number on the outside of an envelope containing questions, since the envelope may be identified as a sealed bid response and not opened until the official bid opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before bid opening and those received within ten (10) days of bid opening may not be answered.
4. **Pre-Bid Conference:** If a Pre-Bid Conference is scheduled, it is the bidder's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Bid:** At any time before the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.
6. **Bid Addendum(s):** Receipt and acceptance of a Bid Addendum is to be acknowledged by signing and returning the document either with the bid response or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the bid response non-responsive to that portion of the IFB as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with Bid Solicitation Requirements and Award of Contract:** Unless the bidder states otherwise or unless it states otherwise in this IFB, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all bids, or portions thereof, or reissue this IFB.

A bid response is an offer to contract with the City based on the terms, conditions and specifications contained in this IFB. A bidder does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this IFB includes a separate contract document or requires the bidder to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful bidder. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this IFB will cause the bid response to be considered as non-responsive.

10. **Taxes:** Bid all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this IFB, do not include any Sales, Use or Federal Excise Tax in your bid pricing. The City is exempt from payment of Federal Excise Tax. For bid evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
11. **Payment by City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each bidder indicate on the Price Sheet (pricing section) of this IFB, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a bid response.
12. **Bid Results:** Bidders are invited to attend the scheduled bid opening at which the name, pertinent information and prices for each bid will be publicly read. After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab and including a self-address, pre-stamped envelope or viewed on the Procurement Office Web Page (www.tempe.gov/purchasing) within ten (10) days after bid opening. Bid tab results will not be given over the telephone. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of bidders as will be determined during bid evaluation. Bid files will not be open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer (identified on the cover page of this IFB) and the bid documents may be reviewed with the Procurement Officer. Formal award recommendations with an estimated contract value over \$30,000 will be placed on the Procurement Office web page and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a bid may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective bidder who is aggrieved in conjunction with this IFB or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this IFB that are apparent before the bid opening shall be filed before bid opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. It is the responsibility of bidders and interested parties to check the Procurement Office web page and posted award recommendations for the determination of a recommended contractor. A protest concerning an award recommendation must be filed within ten (10) calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this IFB and is to be completed by bidder and submitted with the bid response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance with City Solicitation & Forms:** Any forms (for example, a separate contract, maintenance agreement, training agreement) intended by the bidder and/or contractor to be utilized in relationship to any resulting contract must be submitted with bid offer. Bidder and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this IFB will cause the bid response to be considered as non-responsive and rejected from consideration. Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the City Procurement Office. No City department is authorized to sign any bidder and/or contractor form(s) in relationship to this IFB and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initially the document as being in compliance.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any bidder and/or contracted vendor (contractor) and that failure to comply with these requirements may result in rejection of a bid response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Bid Offer", Form 201-B (IFB), the bidder certifies:

- A. The submission of the bid response did not involve collusion or other anti-competitive practices.
- B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.

- C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Bid Offer" or signing it with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the vendor may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.
- D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this IFB and resultant contract award. Violation of this condition will be grounds for contract termination by the City.

2. **Gratuities:** The City may, by written notice to the Contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the Contractor or agent or representative of the Contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this IFB and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.
4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and Contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and the Contractor.

5. **Contract Formation:** This contract shall consist of this IFB document and the bid offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's IFB shall govern. The City's IFB shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and the City are not applicable to this contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Solicitation & Contract Modification(s):** This solicitation may only be modified by a written Solicitation Addendum issued by the City Procurement Office. A resulting contract may only be modified by a written Contract Modification issued by the City Procurement Office. City departments and Contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the City Procurement Office and issuance of an official modification notice.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this IFB and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this IFB. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this IFB document or in the vendor's bid response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this IFB shall receive any direct or indirect benefit from the use of these specifications.
17. **Public Record:** Upon award of contract, bid responses shall be considered public record and subject to review. If a bidder believes a specific section of its bid response is confidential, the bidder shall mark the page(s) confidential; isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38-511.

SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this IFB may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an IFB. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "Contractor".

1. **City Procurement Document:** This IFB is issued by the City Procurement Office. No alteration of any portion of the IFB document by a bidder is permitted and any attempt to do so shall result in bidder's offer being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this IFB to be valid and irrevocable for ninety (90) days after the bid opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twenty-four (24) month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the Contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of twenty-four (24) additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of twelve (12) months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this IFB that wish to cooperatively use the contract are subject to the approval of Contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written sixty (60) day notice of termination to the other party.
8. **365 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for three hundred and sixty five (365) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, it is the Contractor's responsibility to contact the City Procurement Office to assure the price increase request was received.

The Contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

9. **Bid Evaluation:** In an IFB, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the IFB. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- A. Conformity with bid specifications, performance requirements, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
 - B. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
 - C. Operational and/or ergonomic compatibility with existing City resources, as applicable;
 - D. Availability of competent service and prompt delivery of materials, parts and services;
 - E. Having legally required licenses, certifications and/or qualifications to perform the contract;
 - F. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the City;
 - G. Record of past performance and integrity on City and/or other public agency contracts; and.
 - H. Production capability of equipment as determined by product samples; customer references, and/or City inspection.
10. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each bidder.
11. **Non-exclusive Contract:** Any contract resulting from this IFB shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure significant cost savings or when timely delivery cannot be met by the Contractor.
12. **Estimated Quantities:** This IFB references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this IFB; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each bidder.
13. **Descriptive Literature:** Bidder is to include complete manufacturers' descriptive literature regarding the materials (equipment/products) they bid to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include required information needed to determine the qualities and acceptability of the bid offer within bid response, will result in the bid offer being rejected.
14. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

15. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, subcontractors, or sub-subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of contract.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.

- b. The contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

- 1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
- 2. ~~Provide certified copies of endorsements and policies (if requested) by the City in lieu of or in addition to certificates of insurance.~~
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
- 5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
- 6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

16. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended for the City, to:

CITY OF TEMPE PROCUREMENT OFFICE
Attn: Tony Allen
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

- b. If intended for the contractor, to:

The contractor at the contractor's address
and the attention of the person named as
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

17. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

18. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The City of Tempe is issuing this Invitation for Bid (IFB) to seek vendor offers for providing vending machine services within City buildings. The resulting contract shall be for an initial two (2) year period and is subject to renewal or cancellation per the Special Terms & Conditions section of this IFB.

Specifications

Contractor shall furnish and install without cost to the City all necessary equipment required for dispensing sodas, candies, pastries, fruit, fruit drinks and if requested, sandwich and cold foods at the lowest possible cost to City employees and public customers. All machines and products shall remain the property of the successful bidder during the term of contract. All installation, service and preventive maintenance shall be provided by successful bidder at no cost to the City.

The City reserves the right to add or delete locations as demand dictates.

The current equipment requirements are as follows – Details are included with this IFB:

<u>Type</u>	<u>Qty</u>
Snack	26
Coke	15
Pepsi	9
Multi-Product Soda	20
Coffee	2
Cold Food	1

All equipment shall be of the latest and most modern design and be capable of accepting any combination of bills or coins and provide change. Change machines must be updated within sixty (60) days of introduction of currency to the market.

Vending machines and cages must meet City approval. Bidder is to provide photographs of vending machines and cages with their response. Cages will be used on as needed basis.

Cages must be secured to ground. After machines and cages are removed the facilities must be returned to original condition.

A minimum of six (6) types of vending machines shall be available from the contracted vendor(s) for selection by the City. These machines are as follows:

- Soda/soft drink machines,
- Fruit juice/seltzer machines
- Candy/pastry/gum/mints machines
- Coffee/hot chocolate/soup
- Sandwich
- Cold Food

Combination machines offering a wide assortment of the products specified above, may be offered in lieu of specified individual food function machines.

Absolutely no alcohol or tobacco products shall be dispensed.

Contractor shall use only brand name merchandise for this contract. Only aluminum cans or plastic bottles may be dispensed from vending machines. Absolutely NO glass products containers.

Electricity shall be supplied (without charge) by the City, for the vending machines installed and maintained by the contracted vendor(s). All machines shall operate electronically for product dispensing.

Machines shall be kept clean and free of debris and graffiti. The only displayed advertising to be affixed to the vending machines shall be directly related to the contents to be sold within the individual machines or instructions on how to operate the machines.

All machines must be capable of using 115V 60 HZ electrical power (220V is not available).

All machines shall be stocked with products agreed upon by the City of Tempe and the contracted vendor(s). At no time shall any given machine be allowed to be out of stock or lower than 40% of the machine's stocking capacity during normal usage.

A City employee contact will be designated at each City building complex where vending machines are located, for the purpose of:

- Requesting stock items
- Requesting vending machine cleaning and/or repair services
- Reporting malfunctions and/or customer service problems

The City's contact employee shall be responsible for reimbursing vending machine customers who deposit money and do not receive either a dispensed product or correct change. It is responsibility of the contracted vendor to check with the identified City contact person for refund and reimbursement of funds during scheduled stocking times. The initial reimbursement fund must be sufficiently funded by the contracted vendor(s).

Freshness dates on all products must be upheld. Bidder must provide information on how they will guarantee that all products will be removed from vending machines prior to freshness date expiration.

Proposed menu and retail prices must be approved by the City. If certain products are slow selling the City may request a menu charge for one (1) or more sites.

No price or cost to the consumer may be increased without the written approval of the City Procurement Office per Special Terms and Conditions sections of this IFB.

Contractor or shall maintain the necessary insurance coverage for actions of the employees of the Contractor while on the premises of the City. The Contractor or shall be responsible for the financial loss arising from the theft or damage of supplies or equipment belonging to or leased by the Contractor.

Contractor shall provide "full service" for each piece of equipment installed. No employee of the City will be required, requested or permitted to stock or remove any monies resulting from the sale of merchandise from Contractor's equipment.

Contractor shall not assign any portion of this contract to a subcontractor without written approval from the City Procurement Office.

Contractor will be responsible for all equipment maintenance and repairs at their expense.

The successful bidder shall perform preventive maintenance on all equipment on regular monthly basis. In case of emergency, the bidder shall repair and/or replace defective equipment within twenty-four (24) hours of notification.

Pricing

Rather than profit sharing, the City is seeking the lowest possible cost for the products sold to customers and quality services to be provided. Correct pricing shall be displayed for machine products and any change in product prices must be approved 30 days in advance by the City Purchasing Office (Procurement Officer designated to administer this contract). Price increase requests must be submitted in writing and provide proof of product manufacturer's price increase to the vending contractor. Excessive price changes shall be cause for contract cancellation.

Bid Questionnaire

1. What is the primary business address for your vending concession operation?

901 N. MARYST. - TEMPE, AZ 85281

2. Do you agree to all specifications and terms and conditions contained in this IFB:

Yes No

If "No", explain

3. How many service or stock delivery vehicles are owned by your company and available to service City vending machine needs?

20 Vehicles

4. What is your proposed response time to arrive on-site at a City facility and stock a vending machine, from receipt of a service call?

2-4 Hr.

What is your proposed response time to arrive on-site at a City facility, from receipt of a repair, cleaning call?

1-2 Hr.

5. Are there any special requirements needed to set-up vending machines at City facilities?

Yes No

If "Yes", explain

Coffee machines need water line run. City
to provide 1/4" stub. WE DO the plumbing
to the machines. Need 20 AMP Breakers (Sodas, & coffee,
CFOODS.)

6. It is anticipated that most City facilities will require the contracted vendor(s) to supply multiple machines to handle the various types of product requested.

For each "City Facility listed in this IFB, provide a descriptive list of vending machines you propose to place at the location. For each machine list model number, type of product stocked, and capacity. Include any machine photographs and/or catalog pictures and information sheets.

7. How often will your proposed route schedule provide vending machine stocking at each City facility?

min. 1 Times per: X Week _____ Month → OR 2x - 3x times per week
IFB 08-091 18 if needed. Cfood every 48 hrs.

8. Please include any company brochures or additional information which will allow the City to better understand your bid response, quality of service, employee training standards, health/safety care policies and procedures, etc.
9. What is your number of employees available to service this account and who is your primary service contract?

25 employees Available - 10 different Routes.

Who is your primary contact name? Steve Warner (Routes) Greg Durst (Business)

Phone number 480 8942457 ext 101

480-8942457
ext 107

Cellular number - patched through above #.

Pager number _____

10. How long has your firm been in the vending machine business 33 years. How long has your firm been located at its current address facility? 27 years.

11. At what address is your inventory located (the City reserves the right to inspect inventory facility business address)?

901 N. MARY ST. Tempe AZ 85281

12. Has your firm ever been found to have health and/or safety violations in regards to your vending operations?

Yes _____ No X

If "Yes", explain

13. List primary product supplier references:

Account	Contact Person	Phone
<u>Am Com Food Service</u>	<u>Jeffery Deurr</u>	<u>626-330-3479</u>
<u>Vistar Corporation</u>	<u>Jeremy</u>	<u>1-800-350-2244</u>
<u>Pepsi Cola</u>	<u>Sue Sorzano</u>	<u>602-437-7000</u>

14. List major customers for which your company currently provides vending services similar to the needs listed by the City of Tempe in this IFB (government or large corporate preferred)

Customer	Contact	Phone
<u>University of Phoenix</u>	<u>Michele PLATT</u>	<u>(480) 557-1787</u>
<u>SANTAN CAR dealers</u>	<u>Bud THURSTON (owner)</u> <u>(KATHY-ASSIT.)</u>	<u>(480) 833-5177</u>
<u>REFRIGERATION SCHOOL</u>	<u>Elizabeth Clive</u>	<u>(602) 275-7133</u>

< Also see Attached References List >

Current City Facilities and Vending Machine Product Needs

Facility/Address

1. Escalante Pool (2150 E Orange St) - Snack, Pepsi
2. McClintock Pool (1830 E Del Rio) - Snack, Pepsi
3. Escalante Community Center - Snack, Coke (Fill only)
4. Tempe Planning (31 E 5th St) – Multi-Product Soda
5. Tempe Adult recreation (655 E Southern) – Snack, Multi-Product Soda
6. Tempe 525 Building (20 E 6th St) – Multi-Product Soda
7. Tempe City Hall (31 E 5th St) – Snack, Multi-Product
8. Tempe Equipment Maintenance (53 S Priest Bldg D) – Snack, Multi-Product Soda
9. Tempe Sanitation (55 S Priest Bldg A) – Snack, Multi-Product Soda
10. Tempe Streets (55 S Priest Bldg L) – Multi-Product Soda
11. Tempe Public Library (3500 S Rural Rd) – Snack (2), Coke, Pepsi, Multi-Product Soda
12. Tempe Performing Arts (135 E 6th St) – Snack, Multi-Product Soda
13. Tempe Vihel Building (3340 S Rural Rd) – Snack, Multi-Product Soda
14. Tempe Code Enforcement (660 S Mill Ave #105) – Multi-Product Soda
15. Tempe Police (8201 S Hardy Dr) – Snack, Coke (2)
16. Tempe Police (120 E 5th St) – Snack (4), Coke (4), Pepsi
17. Tempe Police (1855 E Apache Blvd) – Snack, Coke, Pepsi (2), Coffee
18. Tempe Prosecutor (140 E 5th St) – Coke
19. Tempe Water (255 E Marigold Ln) – Snack, Multi-Product Soda
20. Tempe Fire Department (1340 E University) – Snack, Coke
21. Tempe Fire Administration (1400 E Apache) – Multi-Product Soda
22. Tempe City Attorney (21 E 6th St) – Coke
23. Tempe Traffic (945 W Rio Salado Pkwy) – Snack, Multi-Product Soda
24. Tempe Public Works (31 E 5th St – Garden Level) – Coke

25. Tempe Diablo Maintenance (2200 W Alameda) – Multi-Product Soda
26. Tempe Hardy Yard (505 S Hardy) – Snack, Multi-Product Soda
27. Tempe Park Maintenance (6300 S All American Way) – Snack, Multi-Product Soda
28. Tempe Multi Generational Center (1555 N Bridalwreath) – Snack, Coke (fill only)
29. Tempe Water Treatment Plant (6600 S Price Rd) – Multi-Product Soda
30. Tempe Housing Services (21 E 6th St) – Multi-Product Soda
31. Tempe City Transportation (2050 W Rio Salado Pkwy) – Snack (3), Coke (3), Pepsi (3), Multi-Product Soda, Coffee, Cold Foods
32. Others when necessary – < New > Tempe WATER – < Guadalupe Rd. >

Company Name: Sun Valley Vending INC.

PRICE SHEET
IFB Checklist For Submittals

- One signed and complete original of the proposal response, including "Vendor's Bid Offer" (form 201B).
- Six (6) additional copies of bid.
- Copies of State Licenses, Local Licenses and permits necessary for operation of business.
- Detailed list of vehicles and equipment available to service this contract.
- Literature on machines to be utilized included
- Price Sheet completed and included.
- Any supplemental proposed items and equipment included.
- Bid questionnaire completed and included.
- Any addendum(s) have been included. (3)

Company Name: SUN Valley Vending INC.

PRICE SHEET

Bidders shall complete the pricing and shall present all pricing data in the precise manner requested. Unit pricing shall prevail regardless of any extension error.

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	a) Soda (canned)	1	Can	\$ <u>50¢</u>	\$ <u>50¢</u>
	b) Soda (bottled)	1	Bottle	\$ <u>1.00</u>	\$ <u>1.00</u>
	c) Water (bottled)	1	Bottle	\$ <u>50¢-1.00</u> <small>10-12 ounce 20 ounce</small>	\$ <u>.50¢</u>
2.	Candy Bars	1	Bar	\$ <u>60¢</u>	\$ <u>.60¢</u>
3.	Packaged Cookies	1	Bag	\$ <u>60¢</u>	\$ <u>.60¢</u>
4.	Cupcakes/Doughnuts	1	Package	\$ <u>90¢</u>	\$ <u>.90¢</u>
5.	Pies	1	Each	\$ <u>90¢</u>	\$ <u>.90¢</u>
6.	a) Fruit juice (can)	1	Can	\$ <u>85¢</u>	\$ <u>.85¢</u>
	b) Fruit juice (bottle)	1	Bottle	\$ <u>1.25¢</u>	\$ <u>1.25¢</u>
7.	Seltzers	1	Bottle	\$ <u>1.00</u>	\$ <u>1.00</u>
8.	Gum/Mints	1	Package	\$ <u>40¢</u>	\$ <u>.40¢</u>
9.	Chips, pretzels, etc.	1	Bag	\$ <u>50¢</u>	\$ <u>.50¢</u>
10.	Sandwiches (tuna, turkey, etc.)	1	Each	\$ <u>2.00</u>	\$ <u>2.00¢</u>
11.	Hot Chocolate, <u>coffee</u>	1	Cup	\$ <u>25¢</u>	\$ <u>.25¢</u>
				TOTAL:	\$ _____

12. Include other services or products you propose to sell the City and their associated costs

WATER'S - 16.9 ounce WATER = 75¢ 20 ounce Aquafina, DASANI Flavored \$1.00

→ Speciality drinks - GATORADE'S, Brewed Teas, power drinks - see Attached pricing sheet

→ CFOODS - see Attached pricing sheets. (No machines placed yet)

Company Name: Sun Valley Vending INC.
PRICE SHEET

* Applicable Tax 1.8 % Tempe City Sales TAX

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of ___ % ___ days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts: Cecilia Miller Letters A-C
Ramona Zapien Letters D-O
Penny Brophy Letters P-Z

(H:/IFB 3-2002)

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name SUN VALLEY Vending Inc
 Business name, if different from above

Check appropriate box: Individual/
 Sole proprietor Corporation Partnership Other Exempt from backup
 withholding

Address (number, street, and apt. or suite no.) 901 N MARY ST
 City, state, and ZIP code Tempe AZ 85281

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
 | | | | | | | |

or

Employer identification number
06038154611

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Paul Benjamin Date 10-26-07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: | 08-091
and is Addendum No. | 1
Procurement Description: | Vending Machine Services

Changes should be made as follows:

Delete: Due date/time: Wednesday, November 7, 2007, 3:00 P.M. Local Time

Add: New due date/time: Tuesday, November 27, 2007, 3:00 P.M. Local Time

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Sun Valley Vending INC.
NAME OF COMPANY
901 N. MARY ST.
ADDRESS (or PO Box)
TEMPE AZ 85281
CITY STATE ZIP

GREG DURST (GM)
BY NAME (please print) TITLE
480 8942457
TELEPHONE
Greg A. Durst
AUTHORIZED SIGNATURE

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: | 08-091
and is Addendum No. | 2
Procurement Description: | Vending Machine Services

Changes should be made as follows:

Delete: Due date/time: Tuesday, November 27, 2007, 3:00 P.M. Local Time

Add: New due date/time: Thursday, December 27, 2007, 3:00 P.M. Local Time

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Sun Valley Vending INC.
NAME OF COMPANY

901 N. MARY ST.
ADDRESS (or PO Box)

Tempe AZ 85281
CITY STATE ZIP

GREG DURST (cm)
BY NAME (please print) TITLE

480 8942457
TELEPHONE

Greg A. Durst (cm)
AUTHORIZED SIGNATURE

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify:

Solicitation No.: | 08-091

and is

Addendum No. | 3

Procurement Description: | Vending Machine Service

Changes should be made as follows:

Delete:

SPECIAL TERMS & CONDITIONS

4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of **twenty-four (24)** month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the Contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of **twenty-four (24)** additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of **twelve (12)** months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.

Scope

The City of Tempe is issuing this Invitation for Bid (IFB) to seek vendor offers for providing vending machine services within City buildings. The resulting contract shall be for an initial **two (2) year** period and is subject to renewal or cancellation per the Special Terms & Conditions section of this IFB.

Add:

SPECIAL TERMS & CONDITIONS

4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of **twelve (12)** month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the Contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of **thirty six (36)** additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of **twelve (12)** months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.

Scope

The City of Tempe is issuing this Invitation for Bid (IFB) to seek vendor offers for providing vending machine services within City buildings. The resulting contract shall be for an initial **one (1) year** period and is subject to renewal or cancellation per the Special Terms & Conditions section of this IFB.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Sun Valley Vending INC.
NAME OF COMPANY
901 N. MARY ST.
ADDRESS (or PO Box)
Tempe AZ 85281
CITY STATE ZIP

GREG DURST (GM)
BY NAME (please print) TITLE
480 8942457
TELEPHONE

AUTHORIZED SIGNATURE

TAX COPIES -

STATE -



TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN (TPT-1)

Arizona Department of Revenue
PO BOX 29010 PHOENIX, AZ 85038-9010

NOTE: *** PINAL COUNTY TAX RATE INCREASE
EFFECTIVE OCTOBER 1, 2007
TOWN OF QUEEN CREEK PRIVILEGE TAX WILL
INCREASE TO 2.25% EFFECTIVE OCT 1, 2007

TPT-1 return is due the 20th day of the month following the reporting period.

STATE LICENSE NUMBER: 07226373-D	
TAXPAYER IDENTIFICATION NUMBER: <input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN 860385461	
PERIOD BEGINNING: 1, 1, 0, 1, 2, 0, 0, 7	PERIOD ENDING: 1, 1, 3, 0, 2, 0, 0, 7
DOR USE ONLY <input checked="" type="checkbox"/> LABELED RETURN	
POSTMARK DATE	
RECEIVED DATE	

I. TAXPAYER INFORMATION

- Amended Return
 Multipage Return
 One-Time Only Return
 Final Return (CANCEL LICENSE)

SUN VALLEY VENDING INCORPORATED
901 N MARY ST
TEMPE, AZ 85281-1952

209053-16-1664



10007226373D11071050

Address Changed

Tempe -

Account Number
16247

Valid until 12/31/2007
unless revoked



2007

The person or firm listed below is hereby licensed to conduct business in the City of Tempe subject to the provisions of the Tempe City Code, Chapter 16

Post in a Conspicuous Place

SUN VALLEY VENDING INC
901 N MARY ST
TEMPE AZ 85281-1952

Business Address:

SUN VALLEY VENDING INC
901 N MARY ST
TEMPE AZ 85281-1952

Non-Transferable

Bruce Smith, License and Collection Supervisor

EXPERIENCE-

Sun Valley Vending Inc. has been located in and servicing vending machines in the City of Tempe for over 30 years. We are located in Tempe and have service numerous Tempe locations for years. We serve over 500 locations within the city and all of Maricopa County.

We are local residents and are not supported by a large national parent company. We support over twenty families that work here and live in our community. We buy all of our products from local manufactures, brokers and distributors. We support many local organizations and they support us.

Sun Valley Vending Inc. strives to provide the best service possible in vending. We have many service advantages over our competition. Just to name a few of them:

First, we offer radio-dispatched service repair personnel. This means that if there ever is a problem with any vending equipment it is seldom more than an hour before a service technician is at your location. When you call us you are talking to the Service Coordinator Maria Baroldy.

Second, we carry all the nationally recognized products; Kalil, Pepsi and Coke products in our soft drink machines and all the name brand chips, chocolates, and candies in our snack machines.

Third, we provide a product list to choose the products you desire in your machines. Our route sales people and supervisors are on a commission basis, so they will work with you to give you the products you desire.

Fourth, we have a public relations representative that calls on our accounts from month-to-month to make sure they are receiving the best service possible.

Fifth, our equipment is the most updated and advance found in the market today. We are continually updating our equipment as new equipment becomes available in our industry.

Sixth, we now have Email and Internet web pages. We can be found at WWW.SunValleyVending.Com and you may Email anyone at our Company simply by using there first name then @ our web page. Example- Maria@SunValleyVending.com will get to our Public Relations representative mailbox.

In the vending industry today, customer service and satisfaction are the most important factors. Sun Valley Vending offers what we belief to be "The Best In The West".

PERFORMANCE-

Sun Valley Vending is now servicing The City of Tempe and has been for the past several years. We have appreciated the business and look forward to continued service for the city. (Please see the attached list of references.)

SPECIFICATIONS- and

SERVICES AND PRICING-

EQUIPMENT LIST -

Types of Machines-Pricing

Snack Machines-

All Automatic Products 36 selection (holds 508 items) or 45 selection (holds 617 items) models with dollar bill validators. These machines will vend the general categories of gum/mints \$.40 , chips \$.50, chips large bag (lss) \$.75, crackers \$.50, all candy and chocolates \$.60, big and bag cookies .60/.65, pastry \$.90, microwave popcorn \$.75, (If desired). (Note- see attached product lists and machine pictures).

Soft Drink Machines-

There are two basic options on soft drink machines:

First, you may have an exclusive Pepsi or exclusive Coke vendor. These machines most often come in an 8-selection model and can vend any of the Coke and/or Pepsi products on our product sheets. We also have available machines that vend half cans/ half bottles. (Example- 10 selections- 5 canned varieties Vend price \$.50 per can, and \$1.00 bottles if desired. We also have included a picture of the exact Vendo model we are using from Pepsi and Coke (Note- see products lists for Pepsi or Coke product selections.)

Second, you may want a multiple product soft drink vendor that has a mixture of Pepsi, Coke and Kalil products out of one machine. This is the type of machines we use in over 75% of the Cities accounts. These machines most often come in an 8-selection model. Vend price \$.50 per can. These machines may also be Multi priced to vend can juices at \$.85 and 20 ounce bottles at \$1.25 if desired and volume dictates. (Note- sees product lists for all selections available).

The options choice is up to the individual locations depending on space availability and products desired.

Cages- Very few machines need cages unless they are outside and could be broke into and vandalized. We review each account and try not to service machines outside unless absolutely necessary as no machine is made to vend products outside in the weather. Arizona weather is the worst from hot dusty locations and wet hot monsoon weather. We have all modern and covered cages and even have developed a custom made cover for the dollar bill acceptors that helps them work longer. We do want to state that having served Gatorade equipment at all of the valley's high schools no cage is built 100% to keep vandals out if they want in.

Juices/Specialty Drinks-

There are a lot of options when it comes to providing all of the many types and sizes of juices and specialty drinks:

- Welch's Juices- we carry the full line of all the Welch's Juices in 12 ounce cans. Vend Price of \$.85 per can.
- Snapple- we carry their most popular drinks in 12-ounce cans. Vend price of \$.85 per can. Also V-8 is available.
- Spring Water- Arrowhead 16 ounce bottle. Vend price \$.50 per bottle. (Might vend in single price vendor depending on machine.)
- Dasanti Water- 10 ounce bottle- Vend price \$.50 (will vend in all single price vendors.)
- Dasanti and/or Aquafina- 20 ounce bottles- \$1.00. (will vend in Coke and Pepsi vendors that are Multipriced.
- Gatorade sport drinks- \$1.25 for 20 ounce bottle.

These products may be sold in a Multiple Price vendor depending on the size and capability of the individual machine. For example, a Welch's Juice Machine may vend any of 12 ounce products and also bottles of waters if desired. (Note- see attached products sheet and pictures for examples of equipment.)

Coffee/Hot Beverage Machines-

These Machines can vend a variety of different selections including coffee any way you like it with or without cream and sugar, decaf, tea, chicken soup, hot apple cider, and whipped hot chocolate. Vend price of \$.25. Newest specialty coffees can cost up to \$.50 per cup.

Sandwich/ Cold Foods Items-

These machines vend many different product selections and types of perishable food items. We service this type of equipment on a specialty route because of the extra care that is needed and product choice desired.

Freshness Policy-

All products in these machines are dated and pulled earlier than recommended from our suppliers to bring it in and freeze it to donate to the Westside Food Bank. Because these machines deal with high sales we like to see minimum sales to support these machines and the service that is necessary of around \$100 a week average sales. We subsidize the loss that usually takes place, from the sales of the other profitable machines like soft drinks, snacks or coffees. Because of this we will service a cold food only at a specific higher volume location of at least \$1500 per month sales from profit centers of pop, snack and/or coffees.

(Note- see general pricing sheet for cold food items on attached sheet).

Freshness Policy-

All products in all machines are dated and pulled earlier than recommended from our suppliers to bring it in and freeze it to donate to the Westside Food Bank. This includes all snack foods and perishable food items. Frito Lay and all candy companies have a product freshness dated on package and guarantees freshness. We will gladly give refunds for any questionable products. Also, all soft drinks have a product freshness dated on them even though they are good well beyond the date "best used by date" we will pull products or give refunds if ever questioned.

Locations- (SEE ATTACHED SHEET = FACILITIES LOCATIONS AND EQUIPMENT)

You have requested services at 31 locations on the bid sheet of which most of the current equipment has been kept upgraded over time and we will do our best to provide other placements for the future growth. These are the accounts which are not listed on our Facilities locations and equipment sheets. We plan to install the following equipment as desired:

32). Tempe Water treatment plant on Guadalupe road- 1 soda, 1 snack machine. This account came in since the bid was extended.

Note- since these are accounts we do not service now we may add to or take away equipment as volume dictates. We would like to see minimum sales of \$30 per week per machine to justify equipment cost and keep the products fresh and in date at each Tempe location serviced.

Other Services-

Sun Valley Vending fills and services all of the equipment at every City address. We do not subcontract Pepsi or Coke to fill and service the machines for us. We believe this is a very important factor when it comes to out-of-stock situations and excellent service.

We will also upgrade any of the equipment that is desired at any of the locations so as to keep them up to date and in good working order. We will meet with the representatives from each city area and discuss any upgrades desired and set up refund kitties so refunds may be given out if money is lost.

RESPONSE TIME-

Sun Valley Vending prides itself on its response time to a service call, stocking problem, or complaint. We usually respond within one to two hours. Since we are located in Tempe we are only 5-10 minutes away and can provide quick response to your needs. When you call our company the person who answers the phone is our service dispatcher and should be able to help you immediately with taking down the problem or transferring you to supervision or management who can help you. Our Public Relations person Maria Baroldy is familiar with your account and will help you however she can for product request or information.

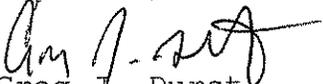
Our route personal are now on Hand held computers to track products and help the accounting functions. We can now view what products sell better at each location therefore giving you better service. We stock machines before they reach 40% of there capacities. However, we have found that we need a route supervisor overseeing the computer tracking as they know the special needs and desires of certain accounts that need more services than a computer can tell. The general rule of thumb is never to be out of a certain desired product in any machine or increase the service. Therefore, we are usually filling and stocking machines that are only 25% empty on the average. This costs us a little more money but really seems to please our customers.

SPECIAL NEEDS-

The only special needs that we have to set up equipment are that we have a 20amp. breaker for each compressor or heating element. And also a water line for each hot beverage machine.

We appreciate the opportunity to bid on continued service for the City of Tempe. If you have any questions regarding this bid please contact me at your convenience.

Sincerely,


Greg J. Durst

Equipment By Address List

LOCATION	SNACK	COKE	PEPSI	MULTI- PRODUCT SODA	COFFEE
Escalante Pool 2150 E. Orange St	1		1		
McClintock Pool 1830 E. Del Rio	1		1		
Escalante Community Center 2150 E. Orange St	1				
Tempe Planning 31 E. 5th St				1	
Tempe Adult Recreation 655 E. Southern	1			1	1
Tempe City Hall 20 E. 6th St				1	
Tempe City Hall 31 E. 5th St	1			1	
Tempe Equipment 53 S. Priest Bldg D	1			1	
Tempe Sanitation 55 S. Priest Bldg A	1			1	
Tempe Streets 55 S. Priest Bldg L				1	
Tempe Public Library 3500 S. Rural Rd	1	1	1		
Tempe Public Library 3500 S. Rural Rd-Lower Level	1			1	
Tempe Performing Arts 132 E. 6th St	1			1	
Edna Vihel Building 3340 S. Rural Rd	1			1	
Tempe Code Enforcement 660 S. Mill Ave #105				1	
Tempe Police 8201 S. Hardy Dr	1	2			
Tempe Police 120 E. 5th St	4	4	1		
Tempe Police 1855 E. Apache Blvd	1	1	2		1
Tempe Prosecutor 140 E. 5th St		1			
Tempe Water 255 E. Marigold Ln	1			1	
Tempe Fire Department 1340 E. University	1	1			
Tempe Fire Administration 1400 E. Apache				1	
Tempe City Attorney 21 E. 6th St Ste 201		1			
Tempe Traffic 945 W. Rio Salado Pkwy	1			1	

Pools Are Summer
Months Only

They Sell Salts

LOCATION	SNACK	COKE	PEPSI	MULTI-PRODUCT SODA	COFFEE
Tempe Public Works 31 E. 5th St-Garden Level		1			
Tempe Diablo Maintenance 2200 W. Alameda				1	
Tempe Hardy Yard 505 S. Hardy	1			1	
Tempe Park Maintenance 6300 S. All American Way	1			1	
Tempe Multi-Generational Center 1555 N. Bridalwreath	1	*			
Tempe Water Treatment Plant 6600 S. Price Rd				1	
Tempe Housing Services 21 E. 6th St Ste 214				1	
Tempe City Transportation 2050 W. Rio Salado Pkwy	3	3	3	1	

• they fill sodas

* FOOD on order?

IF water added.

TOTALS — 26 15 9 20

* Detailed Vehicle List -

SVV VEHICLES-

2007

	Truck #	Body/Style	License #
Randy	1	1994 Nissan P.U.	4VX-109
	2	1999 ISUZU NPR	CB91419
	3	1998 Chevy Tilt.	4BR-314
	4		
	5	1999 Isuzu NPR	CB91410
	6	1999 IZUZU NPR	CB22061
Extr	7	1987 ISUZU NPR	3YK-106
RT7	8	2001 Isuzu NPR	CD37779
	9	2001 ISUZU NPR	CB72192
lift	10	1989 ISUZU NPR	4CL-569
Tony	11	2002 TOYOTA Pickup	958-PDX
	12	1994 ISUZU NPR (GAS)	4YL743
	13		
	14	2000 ISUZU NPR (GAS)	AF902
Steve	15	1997 Nissan pickup	005-BHF
Mark	16	2004 Toyota pickup	030-SST
	17		
	18		
	19		
	20		
rt21	21	2006 Mitsubishi Fuso	CEO5100
Denn	22	2002 Toyota Pickup	050-MVV
Greg	23	1999 GMC Pickup	379-DEV
	24		
	25		
	26		
	27		
	28		
	29		
	30		

Sun Valley Vending Inc.
901 North Mary Street
Tempe, AZ 85281
Phone # (480) 894-2457
Fax # (480) 894-2116

Additional
References

Apollo Group
4615 East Elwood
Phoenix, AZ 85040
Contact: Michelle Flatt
Phone: (480) 557-1787

University of Phoenix
3157 E. Elwood
Phoenix, AZ 85040
Contact: Helen Bleach
Phone: (602) 387-6483

Golden State Foods
5516 West Buchanan
Phoenix, AZ 85043
Contact: Mike Wilson
Phone: (602) 233-1511

Arizona Automobile Association
3144 North 7th Avenue
Phoenix, AZ 85013
Contact: Kevin Clark
Phone: (602) 274-1116

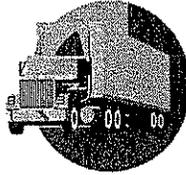
Refrigeration School
4210 East Washington
Phoenix, AZ 85034
Contact: Elizabeth Cline
Phone: (602) 275-7133

City of Tempe
21 East Sixth Street
Tempe, AZ 85281
Contact: Ted Stallings
Phone: (480) 350-8617

- COLD FOOD -

SUN VALLEY VENDING

901 NORTH MARY STREET
TEMPE, AZ 85224
PHONE # (480) 894-2457
FAX # (480) 894-2116



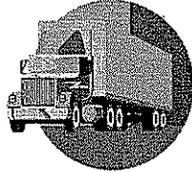
BASIC SANDWICH MACHINE LAYOUT

ITEM	VEND PRICE
White Milk	\$0.60
Chocolate Milk	\$0.60
Orange Juice	\$0.75
Canned Juice	\$0.85
Burritos Assorted	\$1.50
Large Muffins	\$1.25
Bagels w/ Cream Cheese	\$1.25
Assorted Sandwiches	\$2.00
Tuna Kits/Lunchables	\$2.00

< None of these are installed yet. >

SUN VALLEY VENDING

901 NORTH MARY STREET
TEMPE, AZ 85281
PHONE # (480) 894-2457
FAX # (480) 894-2116



COLD FOOD MACHINE ITEMS

BEVERAGES

Whole Milk	Fresh Orange Juice
2% Milk	Fresh Orange Juice
Chocolate Milk	Slimfast shakes

SNACKS

Dole Fruit cups	Ottis Spunkmeyer Muffins (asstd. flavors)
Yoplait Yogurt	Bagels with cream cheese
Pickles	

BOWLS

Quaker Oatmeal	Kraft Mac & Cheese
Hormel	Yakisoba noodles
Chef Boyardee	Maruchan Noodles

SANDWICHES

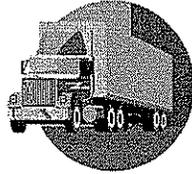
Asstd. Subs	Hot Pockets (asstd. flavors)
Asstd. Sandwich Wedges	Individual Pizzas
Asstd. Breakfast Sandwiches	Ballpark Hot Dogs/Chili Dogs
Asstd. Burritos/Chimis	White Castle Burgers

KITS

Oscar Meyer Lunchables	Bumble Bee Chicken Salad Kits
Bumble Bee Tuna Kits	

SUN VALLEY VENDING

901 NORTH MARY STREET
TEMPE, AZ 85281
PHONE # (480) 894-2457
FAX # (480) 894-2116



PEPSI SPECIALTY PRODUCTS

LIPTON TEA \$1.50

Brisk Tea 20 oz.
Green Tea w/ Citrus 20 oz.
Sweet Tea w/ Lemon 16 oz.

STARBUCKS \$2.00

Double Shot
Frappuccino Coffee
Frappuccino Mocha
Frappuccino Vanilla

WATER \$1.00

Aquafina 20 oz. - \$1.00
Aquafina 16.9 oz. - 75¢

ENERGY DRINKS

AMP \$2.00
AMP Overdrive

GATORADE 20OZ BOTTLES \$1.25

Cool Blue Raspberry
Fierce Grape
Fruit Punch
Lemon Lime
Riptide Rush

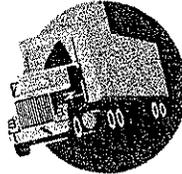
DOLE JUICES 16 OZ BOTTLES

Apple \$1.50
Orange
Pineapple Peach Mango
Strawberry Kiwi
OceanSpray Cranberry Juice

Glass front
{ ONLY HAVE 1 of these }
machines Now

SUN VALLEY VENDING

901 NORTH MARY STREET • TEMPE, AZ 85281
PHONE # (480) 894-2457 • FAX # (480) 894-2116



Dear Valued Customer,

Sun Valley Vending prides itself by making customer service our number one priority and offering many service advantages over our competitors.

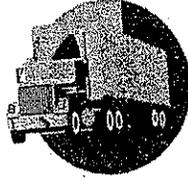
- **Nationally recognized products**- We carry Kalit, Pepsi, and Coke products in our soft drink machines and all name brand chips and candy in our snack machines.
- We provide **product lists** that let you choose the products you desire in your machines. Our route sales people and supervisors are on a commission basis and are willing to work with you.
- Our **equipment** is the most **updated and advanced** found in the market today.
- Our service repair personnel are **radio dispatched**. This means that if there is a problem with any vending equipment, a service technician will be at your location the same day.
- We have a **public relations representative** that calls our accounts periodically to make sure they are receiving the best service possible. Sun Valley Vending believes excellent customer service and satisfaction are the most important factors to maintaining a lasting relationship with our customers.

If you have any further questions regarding our service, please feel free to contact me at convenience.

THE BEST IN THE WEST

SNACKS

SUN VALLEY VENDING
901 NORTH MARY STREET • TEMPE, AZ 85281
PHONE # (480) 894-2457 • FAX # (480) 894-2116



CHIPS ITEMS

Bugles-Nacho & Old El Paso Salsa
Cheetos-Crunchy & Flamin Hot
Cheez-its- Regular & White Cheddar
Salsitas Tortilla Chips
Doritos-Nacho Cheese
Peppridge Farms Goldfish
Fritos-Original & Chili Cheese
Funyuns
Combos
Lays-Regular

Poor Bros.-Jalapeno
Snyder Pretzels & Fat Free
Ruffles-Cheddar Sour Cream/Onion
Sun Chips-Harvest Cheddar
TGIF Cheddar Tato Skins
Gardettos
Chex Mix
Cornuts-Original
Rits Toasted Chips
Munchies-Hot & Regular

BIG COOKIES

Mini Chips Ahoy Cookies
Famous Amos Chocolate Chip Cookies
Grandma's Big Cookies (asstd. flavors)

M&M's Bite Size Cookies
Knot's Berry Farm Cookies
Nabisco Nutter Butter Bites

PASTRIES

Cloverhill Texas Cinnamon Roll
Cloverhill Bear Claws
Entenmann's Jumbo Honey Buns

Blue Ribbon Asstd. Cakes
Dolly Madison Asstd. Donuts
PopTarts Asstd. Flavors

GUM/MINTS

Wrigley's Gum-All Flavors
Icebreakers Gum- All Flavors

Lifesavers-All Flavors

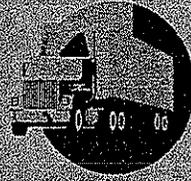
MICROWAVE POPCORN

Act II Buttered Light

Note: These are only some of the items available. We are always adding new items to our line of snacks.
Some products costs higher, so vend prices will vary.

SOFT DRINKS

SUN VALLEY VENDING
901 NORTH MARY STREET • TEMPE, AZ 85281
PHONE # (480) 894-2457 • FAX # (480) 894-2116



KALIL PRODUCTS

A &W Rootbeer	Squirt
Diet A&W Rootbeer	7-Up
Welch's Grape Soda	Diet 7-Up
Sunkist	

COKE PRODUCTS

Classic Coca-Cola	Dr. Pepper
Diet Coke	Diet Dr. Pepper
Caffeine Free Diet Coke	Diet Cherry Vanilla Dr. Pepper
Coke Zero	Sprite
Cherry Coke	Diet Sprite
Diet Cherry Coke	Nestea

PEPSI PRODUCTS

Pepsi	Tropicana Lemonade
Diet Pepsi	Hawaiian Punch
Wild Cherry Pepsi	Mug Rootbeer
Mountain Dew	Lipton Brisk Tea
Diet Mountain Dew	Schweppes Ginger Ale
Mountain Dew Code Red	Sierra Mist