



SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is effective as of the date of the last signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Agreement Documents in the Basic Provisions.

BASIC PROVISIONS	
Solicitation	RFP #2024-125 Micromarket Vending Services
Service Provider	Evergreen Refreshments
	1217 SW 7th Street, Suite 110 Renton, WA 98057
	DWozeniak@evergreenrefreshments.com
City Project Manager	Theresa Bauccio-Teschlog
	City of Everett -- Procurement 2930 Wetmore Avenue, Suite 9E Everett, WA 98201
	tbauccio@everettwa.gov
Brief Summary of Work	Micromarket Vending Services at various city locations.
Completion Date	September 30, 2030
Extension Provision	One (1)– Five-year extension option upon mutual agreement

BASIC PROVISIONS			
Revenue Amount			
	Location	Revenue Commission %	Market Type
	Everett Municipal Building	12.5%	Nano Market
	Everett Main Library	15% snack/20% bev	Vending
	Police North Precinct	10%	Market
	Police South Precinct	15% snack/20% bev	Vending
	Everett Station	15% snack/20% bev	Vending
	Transit Ops Building	12.5%	PICO
	Animal Shelter	15% snack/20% bev	Vending
Agreement Documents	<p>The following documents (“Agreement Documents”) are incorporated by reference and are hereby made a part of this Agreement: this Services Agreement; the solicitation and addenda thereto, including without limitation any Instructions, specifications, and any other document included in the solicitation, and the following document(s), if any:</p> <p>None</p> <p>Service Provider’s response to the solicitation is part of the Agreement Documents, but only to the extent the response is responsive to the solicitation and is in accordance with Section 1 of the General Provisions.</p>		
	Service Provider Insurance Contact Information	Janelle Beauchemin	
		(206) 441-6300	
Janelle.beauchemin@usi.com			

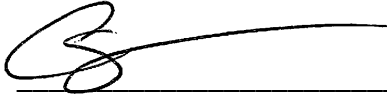
BASIC PROVISIONS	
Willful Wage Violation Certification	By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. An untrue certification by Service Provider is a material breach and cause for Agreement termination.
Additional Provision(s)	None
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>"DRS retirement system" refers to any of the following Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>"Service Provider Personnel" includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then "Service Provider Personnel" refers to the sole proprietor.</p>

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the Agreement Documents listed in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

**BRINTON BUSINESS VENTURES, INC. DBA EVERGREEN
REFRESHMENTS**



Cassie Franklin, Mayor

Signature: Doug Wozeniak

07/28/2025

Date

Name of Signer: Doug Wozeniak

Signer's Email Address:

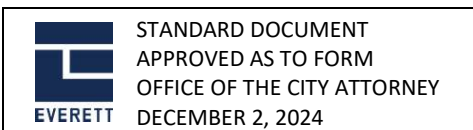
DWozeniak@evergreenrefreshments.com

Title of Signer: Senior Vice President Corporate Sales

ATTEST



Office of the City Clerk



**ATTACHMENT
SERVICES AGREEMENT
(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent manner and provide the services described in the Agreement Documents. The work so described is hereafter referred to as “Work”.
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work.
 - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an Agreement Document or any part of Agreement Document or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
 - C. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Time of Beginning and Completion of Performance.** This Work shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
3. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in the Agreement Documents.
 - C. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - D. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider’s conduct.
4. **Method of Payment.** To obtain payment, the Service Provider shall follow procedures as required by the City Project Manager.
5. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider. Unless terminated for Service Provider’s material breach, Service Provider shall be paid for Work completed prior to termination.
6. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

7. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
8. **Insurance.**
- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 - B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - D. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
 - E. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
9. **Risk of Loss**. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
 10. **Independent Contractor**. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations
 11. **City of Everett Business License**. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
 12. **Compliance with Federal, State and Local Laws**. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
 13. **Compliance with the Washington State Public Records Act**. Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider.

Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act.

14. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
15. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
16. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
17. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
19. **Notices.**
 - A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
20. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
21. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
22. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
23. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION**REQUEST FOR PROPOSAL #2024-125 MICROMARKET VENDING SERVICES**

Company Name: EVERGREEN REFRESHMENTS		
Company Address: 1217 SW 7TH ST SUITE 110		
City: RENTON	State: WA	ZIP: 98057
Tax ID #: 91-1326261	UBI #: 600 639 468	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. BRINTON BUSINESS VENTURES INC		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website: WWW.EVERGREENREFRESHMENTS.COM	City of Everett Business License # WILL OBTAIN IF AWARDED	
Supplier Contact Name (if different from Authorizing Official): JOSH HOLBERT	Supplier Contact Title: BRANCH MANAGER	
Supplier Contact Email: JHOLBERT@EVERGREENREFRESHMENTS.COM	Supplier Contact Direct Phone: 206 737-8721 x 210	
Supplier Contact Address (if different from above): 13800 TURNWELA ENT BLVD		
City: TUKWILA	State: WA	ZIP: 98168

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and have answered those questions.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: DOUG WOZENIAR	Authorizing Official Title: SIC VP CORP SALES
Authorizing Official Email: dwozeniar@evergreenrefreshments.com	Authorizing Official Phone: 206 737-8724
Authorizing Official Signature and Date: Doug Wozniar 3-1-2025	

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2024-125 MICROMARKET VENDING SERVICES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

BRENTON BUSINESS VENTURES hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, BRENTON BUSINESS VENTURES, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.



Signature of Authorized Official

SR VP CORP SALES

Title of Authorized Official

3-1-2025

Date

City of Everett RFP #2024-125

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire,” providing the information in the same order requested below. Suppliers may emphasize any areas of their proposal that exceed our requirements in their narrative.

1. Qualifications and Relevant Experience

- A. Briefly describe your company. Include how long the company has been in business. See BELOW**
- B. Describe the qualifications of your company, its business experience, and achievements.** Evergreen Refreshments has been in business 45 years. We do all facets of office refreshments. From vending, pantry services, office coffee, micro markets and our new PICO service line we do it all. We are a local company locally family owned. We were on Puget Sound Business Journals fastest Growing Company for 3 years in a row. We serve customers out of 3 branches Tukwila, Tumwater and Portland. Our service area is North of Marysville/Arlington to as far South as Eugene Oregon. We have over 175 employees and 66 route drivers. Check us out @ WWW.evergreenrefreshments.com
- C. Describe your company’s experience implementing new micro-market vending programs. Specifically address any experience in implementing new programs for public entities.** Yes we have experience in micro markets. Our founder Jim Brinton is the originator and inventor of the system. We are now in all 50 states plus Canada. We have installed our market system in Colleges, hospitals, transportation entities, manufacturing companies, etc etc
- D. If awarded this contract, who are you proposing to be the project or account manager? What are their years of experience, years in the industry, and years with the firm?** Doug Wozeniak is our Sr VP Corp Sales and Customer Relations. He has nearly 10 years of experience in the industry.
- E. What has your annual staff turnover rate for delivery personnel been for the past three years?** We have 16 drivers at our local Tukwila Branch. Eleven of those drivers average 10 years of driving and service experience.
- F. What characteristics most distinguish your company from your competitors?** We are the originator and inventor of the micro market system. We have capacity with Corporate offices and staff for assistance. We have over 45 years of experience and are locally owned and operated.

2. Technical Capability, Approach, and Capacity

- A. Provide a timeline and implementation plan for this project and include any City of Everett staff time requirements.** We can order, bench and test equipment plus schedule and implement installation all within 30 days. There would be little to no staff time needed from the City of Everett.
- B. Describe how your company tailors the offerings of each location based on location preferences. Include any tools or techniques used to determine location preferences.** We have discovered EVERY location has different food/snack/bev preferences. We have 15 years’ experience in the industry and

understand the most desired products in the workplace. This being stated we allow and even promote customers to get involved in product selection. This can be done through various methods. The simplest is customers are given a list of ALL the products we can carry in a market and they chart the most coveted items. Another way is Evergreen Refreshments can provide sampling where we bring in entrees for staff to sample.

C. Describe the vending equipment for each location listed. Specifically, address payment options. Include energy efficiency ratings as applicable. Attach photos if available.

1. **What connectivity or hook-ups would be required? Include any requested city preparation work. If connectivity is not available, describe alternative options.** In the smaller locations (i.e animal shelter) we would place vending machines. These machines are coin, cash and credit card swipe. They do not need special hook-up. They run on antenna seeking the nearest cell signal for operation. In the slightly bigger locations we may consider the PICO system. The PICO DUO has two single door coolers side by side that can come locked. The only way to unlock is by credit card, debit card and or phone application. This tells the machine you are a paying customer. PICO can carry sundry items, snacks, beverages and fresh food like sandwiches, salads, breakfast burritos, dairy, product, eggs, cheese, yogurts etc etc. Lastly, in the largest locations with the highest foot traffic (i.e Police North Precinct) we would place a Micro Market. Markets can have fresh food, beverage, snack, and frozen food. Payment options are diverse. You can pay by credit card, debit card, phone application, market card which can be loaded by cash at kiosk or credit card from kiosk OR personal computer. You can pay and load money via phone application to pay via phone android OR I-Phone. Internet connection is best for market locations.

D. Describe how the services will be approached per location, including:

1. **Service and restocking schedule**, We start with antennas for our vending machines. We can use Company WIFI, Mobile Cradle Point or internet line with PICO DUO. We desire to use an internet source for the Markets. We can use mobile cradle point if no internet port is available. PICO accounts are service either once a week OR sometimes twice a week. Markets are typically serviced 2 to 3 times a week. We have many market accounts that are serviced daily six days a week Mon-Sat.
2. **Removal of expired products**, expired product is removed prior to best use date.
3. **product selection decisions**, See 2B in this RFP
4. **response time for mechanical issues**, Our response time for equipment failure is 24-48 hours. We have 3 service techs that work King and Snohomish County
5. **prevention or minimization of out-of-stock and expired products**. 100% of our product comes pre

sealed and pre packaged from our distributors. We, at times, are beholden to their ability to provide us our daily orders. If we have the product in our warehouse it gets delivered to our customers.

- E. Provide a list of food and beverage options by location that meet the required and preferred offerings listed in Section 2. Include the pricing structure.**

PRODUCT LIST ENCLOSED

- F. Describe how your company determines its pricing structure for product offerings. Include how product price increases are handled and efforts to stabilize the prices for product offerings.** Our Company offers a very competitive margin for all products. We ONLY increase are product pricing when our distributors (i.e. Coke Cola, Pepsi, Frito Lay, etc) raise their pricing. We went a 3 year period prior to COVID where we did not raise our prices once. We also conduct a price analysis end of year each year with our Market, vending, pantry ad coffee services. Our buyer enters into distribution price points with all distributors. We hit these marks routinely in an effort to cost cutting and cost control which in turn extends to our customers.
- G. Describe your security provisions to minimize shrink and deter or prevent theft and tampering.** All our markets are equipped with cameras and signage which help deter any shrinkage. Our markets average less than 3% nationally. If shrinkage rates climber above 5% our LP officer Nadine will take a few screen shots of offender that can then be shared with customer contact.
- H. Provide a sample usage and gross receipt report that would accompany the commission check. Include:**
- 1. examples of any available financial reports that would be provided to the City.** SAMPLES/EXAMPLES ENCLOSED
 - 2. How does your company document sales to ensure accurate reporting?** Both data processing is done through 3rd party platforms that specialize in commissions. Vendmax is for vending and AMS if for markets.
 - 3. information on your company's financial systems utilized to track revenues, compile reports, and provide commission to Everett Transit promptly.** See H2
- I. Describe any proposed marketing efforts to increase awareness of the healthy offerings.** We have wobblers that can hang on/near snacks and beverages that highlight healthy options
- J. Describe your machine maintenance plan, including cleaning equipment.** Specifically, address strategies your company uses to minimize ALL equipment pieces are benched and tested prior to installation from our equipment warehouse in Tumwater. If any machines are unable to be fixed in timely manner we SWAP out the piece of equipment as quickly as possible. Equipment is refreshed every 3-5 years or as needed. machine downtime. Additionally, address machine and equipment upgrades.
- K. Describe your company's sustainability practices. Include initiatives that have been successful for other customers and any new initiatives that support sustainability while minimizing the environmental impact, such as donating soon-to-expire foods or minimizing packaging.** All our fleet of vehicles have

switched from box trucks to sprinter vans. We donate most freshly expired snacks and beverages to non profit. Expired fresh food is not donated. All of our OCS product line is compostable.

- L. **Provide any approaches or ideas that your company feels would enhance the quality of services.** PICO – we recently started using the PICO as an upgrade to vending. This allows us to not only provide snacks and beverages..... It also allows us to bring in fresh food.
- M. **Describe your process to ensure compliance with laws and regulations.** We are registered with the DOH. All markets have certification for fresh food coolers. These coolers are lockable if temperatures rise above a certain degree. This allows the refrigerated product to be maintained under proper temperatures.
- N. **Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each. If not applicable, list the question and respond with N/A.**
N/A

3. Communication and Customer Service

- A. **Describe how your company project or account manager will promptly inform the City of Everett Procurement Manager of any issues related to delivering the services described in this RFP. Address how your company will notify the City of new industry security measures and initiatives for machines and equipment.** We have a client success specialist that would notify by email and OR phone.
- B. **Describe your company's customer service. Specifically, describe the resolution process for refunds. Include any requirements to receive refunds. Address how your company will minimize impacts on City of Everett staff, including the Procurement Manager.** Every machine and or kiosk has a visible contact card. Issues and or refunds can be text OR phoned into our reception desk. Refunds are issued immediately onto a market card balance OR check mailed to customer.
- C. **Describe your approach to achieving Customer Satisfaction. Include any mechanisms for city staff to provide product and service feedback.** We cater to all customers in a prompt and efficient manner.
- D. **Where is your office and distribution center located, and what are your customer service hours, Pacific Time?** We are located at 13800 Tukwila International BLVD Tukwila, WA 98168. Reception is open and available Mon-Fri 8:00am – 4:30pm PST

4. Risk, Performance, and Quality Assurance

- A. **Submit no more than three (3) completed relevant project experiences within the past seven years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:**
 - 1. Company name and full address
 - 2. Point of contact name, title, e-mail address, and phone number
 - 3. Contract title, number, start, and completion dates.
 - 4. Contract description & order/service details. REFERENCE SHEET ENCLOSED.

- B.** Do you perform customer satisfaction assessments or surveys? If so, how are you rated?
 - a.If available, provide feedback collected from previous customers regarding your performance. N/A
- C.** Describe any pending plans to sell or merge your company. If not applicable, list the question and respond with N/A. N/A
- D.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe. N/A

Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation RFP 2024-125

Solicitation Information

Title: Micromarket Vending Services

Description:

The City is seeking the services of a vending company to provide a variety of health-promoting, fresh, and self-stable snack and meal options for city employees in several city building locations. The scope of services includes both required and preferred offerings. Responses will be evaluated based on the variety of offerings and flexibility in customizing the offerings based on the preferences of the location.

Consideration will be given to creative ways of offering city employees high-quality, healthful products, continuous product variety, efficient and timely service, and quality equipment with a fair commission structure.

Delivery Terms: N/A: Not Applicable

Payment Terms: See Payment Notes

Contact Information

City of Everett
Theresa Bauccio-Teschlog
2930 Wetmore Avenue, Suite 9E Everett WA, 98201 United States
Tel: (425) 257- 8901
bids@everettwa.gov

Start Date: Jan 22, 2025 10:30 AM PST

Open Date: Mar 13, 2025 11:59 PM PDT

Collaboration Start Date: Jan 22, 2025 10:45 AM PST

Collaboration End Date: Feb 24, 2025 11:59 PM PST

Vendor may e-mail buyer directly: Yes

Following Questions and Answers have been published:

<i>Question</i>	<i>Answer</i>	<i>Date Submitted</i>	<i>Date Responded</i>	<i>Attachments</i>
I received your bid in PDF format. Is there any way to resend it to me in a Word document? This way, I can complete the Q&A bid without having to retype all the questions.	If you would like the questions electronically, e-mail bids@everettwa.gov, and I will post them into an e-mail.	Feb 03, 2025	Feb 03, 2025	Total:0
Is there a walk-through day scheduled so a vendor can walk through and see the existing setup?	A walk-through day will not be scheduled. Instead, photos of each site and existing machines have been provided. The City is happy to respond to specific site questions.	Feb 03, 2025	Feb 03, 2025	Total:0

Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation RFP 2024-125

Solicitation Information

Title: Micromarket Vending Services

Description:

The City is seeking the services of a vending company to provide a variety of health-promoting, fresh, and self-stable snack and meal options for city employees in several city building locations. The scope of services includes both required and preferred offerings. Responses will be evaluated based on the variety of offerings and flexibility in customizing the offerings based on the preferences of the location.

Consideration will be given to creative ways of offering city employees high-quality, healthful products, continuous product variety, efficient and timely service, and quality equipment with a fair commission structure.

Delivery Terms: N/A: Not Applicable

Payment Terms: See Payment Notes

Contact Information

City of Everett
Theresa Bauccio-Teschlog
2930 Wetmore Avenue, Suite 9E Everett WA, 98201 United States
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Vendor may e-mail buyer directly: Yes

Following Questions and Answers have been published:

<i>Question</i>	<i>Answer</i>	<i>Date Submitted</i>	<i>Date Responded</i>	<i>Attachments</i>
I noticed that the City of Everett RFP desires commissions. This is fine. My question is most .gov companies are already a part of the DSBL (Dept Services for the Blind) which already has commissions taken away from an operator. Question - Is the City of Everett exempt from DSBL and therefore commissions do NOT need to go to DSBL?	The City is not exempt. Addendum #3, revises Section 2.9 Commissions and Form 4.02 Price Sheet. Submittals should include the revised form.	Feb 19, 2025	Feb 19, 2025	Total:0

**CITY OF EVERETT
RFP 2024-125
MICROMARKET VENDING SERVICES
ADDENDUM #3**

Date Prepared: February 21, 2025

THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL REQUEST FOR PROPOSAL (RFP) DOCUMENTS. CHANGES HAVE BEEN BOLDED FOR CONVENIENCE.

The items below clarify items that are contained in the original RFP documents.

1. **PROPOSAL DUE DATE:** Remains unchanged. Proposals are due on March 13, 2025, by 2:00 p.m.
2. **REVISION: Section 2.9 COMMISSIONS** has been revised to read as follows:

~~The contracted supplier must pay any City commissions must be based on the Gross Receipt of Sales.~~

Per WAC 67.35.160, ten percent (10%) of the net proceeds collected from any vending supplier must be paid to the Washington Business Enterprise Revolving Account. Per RCW 74.18.230, net proceeds mean gross sales less state sales tax and a fair minimum return to the vending machine owner or service provider.

The City's percentage from vending machines will be calculated before the ten percent (10%) payment has been made to the Washington Business Enterprise Revolving Account. The awarded vending supplier will facilitate this payment on behalf of the City of Everett.

3. **REVISION: Form 4.02, PRICE SHEET**, has been revised as attached below. Submittals should include the revised form.

All other terms and conditions remain unchanged.

Theresa Bauccio-Teschlog

Theresa Bauccio-Teschlog, CPPB
Procurement Manager

FORM 4.02 PRICE SHEET - REVISED

REQUEST FOR PROPOSAL #2024-125 MICROMARKET VENDING SERVICES

Supplier Name:

- 1. Commissions must follow Section 2.9, which is written with the intent to comply with WAC 67.35.160, RCW 74.18.220, and 74.18.230.**
- 2. Provide a commission structure for each type of machine and micro-market based on gross receipts from all machines.**
- 3. If the proposed commission rate is a different percentage depending on the vending category or volume, clearly state as such and attach additional pages outlining the proposed commission structure.**

Location	Commission %
Everett Municipal Building	%
Everett Main Library	%
Police North Precinct	%
Police South Precinct	%
Everett Station	%
Transit Operations Building	%
Animal Shelter	%



PROCUREMENT

Request for Proposal #2024-125

Procurement Professional Point of Contact:
Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB
Procurement Manager
(425) 257-8901
bids@everettwa.gov

MICROMARKET VENDING SERVICES

TIMELINE - The following represents the schedule for this solicitation.

<u>Event</u>	<u>Date</u>
Issue Date	January 22, 2025
Deadline for Final Questions.....	February 24, 2025, by 11:59 p.m. Pacific Time
Proposal Due Date	March 13, 2025, by 11:59 p.m. Pacific Time
Anticipated Award	April 2025
Anticipated Contract Start Date	June 1, 2025
Anticipated Contract Term	Five years with one (5) five-year extension option at the sole discretion of the City of Everett

E-mailed or delivered Proposals are acceptable.

Submit Proposals to:

E-mail: bids@everettwa.gov **OR**

If delivery to Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, **call** to access the locked elevator.

Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing **the original** proposal response **plus eight (8) complete identical copies** with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.

Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at:

<https://www.everettwa.gov/2713/Bid-opportunities>

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.

Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact with the City of Everett employees or contractors regarding this Request for Proposal may result in disqualification. The City of Everett will consider any oral communications unofficial and non-binding. Proposers should rely only on written statements issued by the individual named above.

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

1.2 OFFER PERIOD

All Proposals submitted must remain open for 120 days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. The supplier must supply any justification and additional information that will facilitate the City of Everett's evaluation and decision. Any approved extension will be issued as an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be canceled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions, and specifications of this Request for Proposal.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46, which can be found at <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide products and services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest, and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and, except to the extent protected by state and or federal laws, will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett before contract award in order to protect the integrity of the procurement process unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review, and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not, within such ten (10) business days, serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from the disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential,” and the City may publicly disclose such material without any liability whatsoever to the proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of the proposer’s material marked “CONFIDENTIAL,” the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend, and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL,” acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by the suppliers in the City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for the supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies, also called political subdivisions. Public agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from the City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier or for payment of the purchase price for any public agency.

SECTION 2 – SCOPE OF WORK

2.1 BACKGROUND

City of Everett employees sometimes have limited time and opportunity to access healthy snacks and meals throughout their day. Furthermore, specific populations, such as law enforcement, work night and evening shifts where options are further limited. As a result of a 2016 Request for Proposal, the City of Everett previously had standard vending machines at a few locations, such as the Animal Shelter, Everett Municipal Building, Library, and Everett Transit Station. The contract for the Everett Animal Shelter, Transit Station, and Library has expired, and the vending machines at the Everett Municipal Building were removed prior to remodeling. As such, past commission rates and sales reports are unavailable. Additionally, in 2024, the Police Department hired a wellness coordinator who has increased wellness awareness and is interested in promoting and offering healthier options city-wide.

2.2 INTENT

The City is seeking the services of a vending company to provide a variety of health-promoting, fresh, and self-stable snack and meal options for city employees in several city building locations. The scope of services includes both required and preferred offerings. Responses will be evaluated based on the variety of offerings and flexibility in customizing the offerings based on the preferences of the location.

Consideration will be given to creative ways of offering city employees high-quality, healthful products, continuous product variety, efficient and timely service, and quality equipment with a fair commission structure.

2.3 REQUIRED OFFERINGS

The Contractor must provide healthy snacks and beverages on-site. To meet this requirement, at least fifty percent (50%) of all beverage selections offered must be caffeine-free and have no sugar added. Examples of acceptable items include water, diet soda, natural fruit juices, and low- or non-fat milk. To meet the City's requirement for healthy snacks, at least fifty percent (50%) of all snack selections offered must meet the following standards:

- No more than 250 calories; total fat will not exceed thirty-five percent (35%) of the calories.
- Total sugar will not exceed thirty-five percent (35%) of the total weight; and
- Less than 10% of calories from saturated fat.
- No trans-fat.
- Sodium will not exceed 360 mg.
 - Examples of acceptable items include baked chips, fruit, and granola bars.

At a minimum, the City is interested in a vending service that includes the following examples of offerings:

- Beverages including the following:
 - Plain Water, such as carbonated or non-carbonated.
 - Fat-free or Low-Fat milk, 1% or 2%, with no added sweetener.
 - Non-dairy, calcium-fortified beverage, unsweetened.
 - 100% juice.
 - 100% juice diluted with water.
 - Unsweetened tea or coffee.

- Unprocessed or minimally processed offerings like hard-boiled eggs, veggie packs, cheese sticks, and fresh fruit.
- High protein snacks such as meat sticks, nut packs, tuna, and low-sugar protein bars.
- Healthy, fresh meal options such as whole-grain sandwiches, grain bowls, wraps, and protein packs.

2.4 PREFERRED OFFERINGS

The following are preferred offerings that would be included in an ideal proposal response and subsequent contract.

- Refrigerated items such as sandwiches, yogurts, salads, and soups.
- Low sodium and sugar options.
- Moderately caffeinated options in the range of 50 to 100 milligrams of caffeine per serving.
- Specific dietary preference options include KETO, gluten-free, vegan, and vegetarian.
- Limit of saturated fat – 5g and below per serving.
- Organic offerings.

2.5 PRODUCT EXEMPTIONS

The following products are exempt from the sugar, fat, and calorie limits listed above.

- Nuts, seeds, or nut products that contain no added sugar or sweeteners.
- Fresh, canned, or dried fruit with no added sugar or sweeteners.
- Yogurt, non-fat, 1% or 2%, with no added sugar or sweeteners.

2.6 PRODUCT EXCLUSIONS

The following products must never be offered:

- High-caffeinated drinks that exceed 275 milligrams of caffeine per serving.
- Tobacco products.

2.7 PAYMENT OPTIONS AND EQUIPMENT

The City prefers that all beverage vending machines have a functioning dollar bill operator. Machines that are in service but do not have functioning dollar bill operators must be repaired or replaced.

An ideal vending response would include machines accepting credit cards and cash, including dollar bills and coins.

Suppliers must comply with the Payment Card Industry Data Security Standard (PCI DSS) if credit and debit payment cards are accepted as a form of payment. As the Supplier has access to and will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, the Supplier must at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Supplier's sole cost and expense.

The Supplier will install all equipment and configure all software with security best practices in mind, including rigorous adherence to the PA-DSS Implementation Guide, if applicable, or PCI DSS requirements, if otherwise. At the end of the installation, the Supplier will provide a written description of the security functions configured and an explanation of any variance from security best practices or PCI DSS requirements, which must be justified to the City.

2.8 EQUIPMENT

All machines must be ADA-compliant. An ideal response will include energy-star-rated machines that offer motion sensors to turn off lights or cycle compressors when no one is present.

The city will not be responsible for damage to any equipment owned by the supplier or any contents thereof for any reason, including but not limited to fire, theft, or vandalism.

2.9 COMMISSIONS

The contracted supplier must pay the city commissions based on the Gross Receipt of Sales.

2.10 REPORTING

Every quarter, the Supplier must submit financial reports, including a detailed operating statement covering its sales totals by location, including year-to-date accounting information to the City showing all income from sales. Commission checks must be provided within fifteen business days following the quarter's conclusion.

The Supplier must keep full, complete, and accurate records and accounts concerning the vending service. The Supplier must retain all such records for three (3) years and may be audited by City officials at any time during working hours without prior notice.

2.11 LOCATIONS AND CONNECTIVITY

1. **Everett Municipal Building** – 2930 Wetmore Avenue, Everett, WA 98201
 - **# of Employees** – Approximately 280. In 2026, there will be approximately 400.
 - **Space available** – 8' wide X 7' High X 30"+ Depth.
 - **Outlets** – Two
 - **Connectivity** – Yes, 2 Cat 6 data drops
2. **Everett Main Library** – 2702 Hoyt Avenue, Everett, WA 98201
 - **# of Employees** – Approximately 38 employees.
 - **Space available** – Wall-to-wall: 76 inches and Floor-to-ceiling: 83 inches
 - **Outlets** – One
 - **Connectivity Available** – None.
3. **Police North Precinct** – 3002 Wetmore Ave, Everett, WA 98201
 - **# of Employees** – Staffed 24 hours per day, 7 days per week, serving approximately 200 individuals, with maximum capacity served at one time estimated to be 160.
 - **Space available** – One 10' wall with additional room along an adjacent 11' wall
 - **Outlets** – Six total along two walls

- **Connectivity** – If the Basement location is not hardwired, it will need a mobile booster. Cameras cannot be utilized due to police work.
4. **Police South Precinct** – 1121 SE Everett Mall Way #100, Everett, WA 98201
 - **# of Employees** – Staffed 24 hours per day, 7 days per week, serving approximately 40 individuals, with maximum capacity served at one time estimated to be 35.
 - **Space available** – 18' wall
 - **Outlets** – Two
 - **Connectivity** – Unsure. Due to police work, cameras cannot be utilized.
 5. **Everett Station** – 3201 Smith Avenue, Everett, WA 98201
 - **# of Employees** – 75 – 100
 - **Public Access** – Yes, 7 am – 10 pm, 7-days per week
 - **Space available** – One space is 81" w x 85" tall, and the other is 96" w x 85" tall.
 - **Outlets** – Four outlets
 - **Connectivity** – No Wi-Fi. Cameras are allowed.
 6. **Transit Operations Building** – 3225 Cedar Street, Everett, WA 98201
 - **# of Employees** – 35 consistent employees with an additional 100 coach operators that flow through.
 - **Space available:** 1st floor – 94" x 94" tall and 2nd floor – 96" x 96"
 - **Outlets** – 1st floor -one outlet and 2nd two outlets.
 - **Connectivity** – None
 7. **Everett Animal Shelter** – 333 Smith Island Road, Everett, WA 98201
 - **# of Employees** – Approximately 23 employees and 150 volunteers
 - **Public Access** – 2-5 pm, 7 days per week
 - **Space available** – 73" wide. Height and depth are open.
 - **Outlets** – Two.
 - **Connectivity Available** – None.

2.12 **SUPPLIER PERSONNEL**

Service personnel must wear company uniforms or identification badges while servicing, stocking, and maintaining the vending machines. Supplier Personnel may only access the vending areas during regular work hours, except on holidays, to service and maintain the machines. Supplier personnel must observe all City regulations and policies, including the City policy regarding drugs and alcohol. The City requires the Supplier to observe all parking and "designated smoking area" regulations. The Supplier should take adequate action to ensure its employees adhere to these regulations.

At the City's request, the Supplier agrees to remove individuals working on this contract for any of the following grounds, provided that such request is in writing and specifies the reasons for the City's dissatisfaction:

- I. Failing to pass the required background check;

- II. unsatisfactory performance that causes a negative operational impact on the City or causes the City to commit additional resources to avoid operational impact;
- III. dishonesty or belligerent conduct;
- IV. violation of City rules or policies.

Upon such written request, the City and Supplier will decide on a course of action to cure any such problems, provided that there shall be no cure opportunity required for problems involving categories (ii) or (iii) in the preceding sentence. In the event the Supplier does not cure the problem within (7) days from the date of notice, the Supplier must remove such person and must promptly provide a qualified replacement.

2.13 BACKGROUND CHECKS REQUIRED FOR ACCESS TO POLICE LOCATIONS

Prior to accessing either police facility, vending delivery employees and any other employees of the supplier that need un-escorted access to the facilities will be required to be fingerprinted by the Everett police department records division. Fingerprinting will be completed at the Contractor's expense for a fee of around \$15 per person. Those needing unescorted access must complete security awareness training and testing and pass a background check before the award is made and anytime there are personnel changes. Failure to submit to or pass this background check may result in the supplier being considered "non-responsive." The awareness training can be conducted online, and police Records will need each assigned onsite employee's email address to send them a link after they have been fingerprinted. After the award, contractor employees who have passed the background check will be issued a city identification badge. City identification must not be shared among other employees. Failure to adhere to this may result in contract default. All city-issued badges will be returned to the city's project manager at the end of the contract or an employee's tenure, whichever comes first.

The City of Everett Police Department has sole discretion over whether to grant or deny access to these areas based on security issues.

2.14 SUPPLIER RESPONSIBILITIES

The awarded Supplier will be responsible for the following:

1. Providing, managing, and supervising all supplier personnel associated with the contract.
2. Providing reports detailing gross sales receipts and commission earned based on location.
3. Providing an easy and efficient process for refunding money lost due to equipment malfunctions without utilizing City of Everett staff resources.
4. Clearly posting product pricing. Prices must be clearly seen on each machine or kiosk.
5. Displaying and providing nutritional information before purchase.
6. Clearly posting company contact information to call or e-mail when a machine malfunctions.
7. Securing, maintaining in full force, and displaying, when applicable, all licenses required by the City of Everett, Snohomish County Health Department, and other applicable authorities to operate micro market vending machines and any costs for such licensing.
8. All shrinkage, freight, and product handling.
9. Paying all sales tax for products sold in the vending machines at the Supplier's expense.

10. Servicing, stocking, and maintaining all equipment and machines, including removing and disposing of expired or spoiled products. Stocking must be completed at frequencies adequate to avoid significant lost sales and to provide a high level of services to consumers.
11. Provide equipment maintenance and repair service to minimize downtime when malfunctions are reported. Repairs are expected to be made within 48 hours of the call-in, seven (7) days a week. Equipment that cannot be returned to full service within 72 hours of notification of needed repair must be replaced with comparable equipment of like quality until the original equipment is returned to service.

2.15 CITY OF EVERETT RESPONSIBILITIES

The City of Everett is responsible for providing the following:

1. Space for the machines and equipment.
2. Electricity. However, the City cannot guarantee an uninterrupted flow of electricity. The City will not be liable for any equipment or product loss resulting from interruptions or failures of utility services.
3. Provide janitorial service to the common areas.
4. Final determination and approval of the various locations' types and varieties of machines and product offerings.

2.16 SERVICE CHANGES

At its sole discretion, the City reserves the right to change, add, or delete locations. The City also reserves the right to make changes, additions to, or deductions from the scope of work provided that they conform to the general scope of the Request for Proposal. The Supplier will not affect any change without prior approval from the City through a written amendment to the contract.

2.17 CONTRACT TRANSITION

If a follow-on contract is awarded to another supplier, the supplier must ensure a cooperative and smooth transition to the new contract provider.

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements specified in the RFP. Proposals will be evaluated on how well they meet the city's needs, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. The responses must be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the supplier's most favorable terms. The specifications may be altered by the City of Everett based on the supplier's proposal, and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be given to the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be the notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, and all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	50	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication and Customer Service	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	400	

3.5 SAMPLES

The City of Everett may request samples from the highest-ranked supplier(s). If requested, the samples will be evaluated to determine which proposal provides the best fit and value to the City of Everett. The City of Everett will notify the finalist(s) if samples are requested for evaluation.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal that must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double-sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2024-125 MICROMARKET VENDING SERVICES

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and have answered those questions.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024-125 MICROMARKET VENDING SERVICES

Supplier Name:

1. Provide a commission structure for each type of machine and micro-market based on gross receipts from all machines.
2. If the proposed commission rate is a different percentage depending on the vending category or volume, clearly state as such and attach additional pages outlining the proposed commission structure.

Location	Commission %
Everett Municipal Building	%
Everett Main Library	%
Police North Precinct	%
Police South Precinct	%
Everett Station	%
Transit Operations Building	%
Animal Shelter	%

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire,” providing the information in the same order requested below. Suppliers may emphasize any areas of their proposal that exceed our requirements in their narrative.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Describe your company’s experience implementing new micro-market vending programs. Specifically address any experience in implementing new programs for public entities.
- D.** If awarded this contract, who are you proposing to be the project or account manager? What are their years of experience, years in the industry, and years with the firm?
- E.** What has your annual staff turnover rate for delivery personnel been for the past three years?
- F.** What characteristics most distinguish your company from your competitors?

2. Technical Capability, Approach, and Capacity

- A.** Provide a timeline and implementation plan for this project and include any City of Everett staff time requirements.
- B.** Describe how your company tailors the offerings of each location based on location preferences. Include any tools or techniques used to determine location preferences.
- C.** Describe the vending equipment for each location listed. Specifically, address payment options. Include energy efficiency ratings as applicable. Attach photos if available.
 - 1. What connectivity or hook-ups would be required? Include any requested city preparation work. If connectivity is not available, describe alternative options.
- D.** Describe how the services will be approached per location, including:
 - 1. Service and restocking schedule,
 - 2. Removal of expired products,
 - 3. product selection decisions,
 - 4. response time for mechanical issues,
 - 5. prevention or minimization of out-of-stock and expired products.
- E.** Provide a list of food and beverage options by location that meet the required and preferred offerings listed in Section 2. Include the pricing structure.
- F.** Describe how your company determines its pricing structure for product offerings. Include how product price increases are handled and efforts to stabilize the prices for product offerings.
- G.** Describe your security provisions to minimize shrink and deter or prevent theft and tampering.

- H.** Provide a sample usage and gross receipt report that would accompany the commission check. Include:
 - 1. examples of any available financial reports that would be provided to the City.
 - 2. How does your company document sales to ensure accurate reporting?
 - 3. information on your company's financial systems utilized to track revenues, compile reports, and provide commission to Everett Transit promptly.
- I.** Describe any proposed marketing efforts to increase awareness of the healthy offerings.
- J.** Describe your machine maintenance plan, including cleaning equipment. Specifically, address strategies your company uses to minimize machine downtime. Additionally, address machine and equipment upgrades.
- K.** Describe your company's sustainability practices. Include initiatives that have been successful for other customers and any new initiatives that support sustainability while minimizing the environmental impact, such as donating soon-to-expire foods or minimizing packaging.
- L.** Provide any approaches or ideas that your company feels would enhance the quality of services.
- M.** Describe your process to ensure compliance with laws and regulations.
- N.** Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each. If not applicable, list the question and respond with N/A.

3. Communication and Customer Service

- A.** Describe how your company project or account manager will promptly inform the City of Everett Procurement Manager of any issues related to delivering the services described in this RFP. Address how your company will notify the City of new industry security measures and initiatives for machines and equipment.
- B.** Describe your company's customer service. Specifically, describe the resolution process for refunds. Include any requirements to receive refunds. Address how your company will minimize impacts on City of Everett staff, including the Procurement Manager.
- C.** Describe your approach to achieving Customer Satisfaction. Include any mechanisms for city staff to provide product and service feedback.
- D.** Where is your office and distribution center located, and what are your customer service hours, Pacific Time?

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than three (3) completed relevant project experiences within the past seven years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:

1. Company name and full address
 2. Point of contact name, title, e-mail address, and phone number
 3. Contract title, number, start, and completion dates.
 4. Contract description & order/service details.
- B.** Do you perform customer satisfaction assessments or surveys? If so, how are you rated?
- a. If available, provide feedback collected from previous customers regarding your performance.
- C.** Describe any pending plans to sell or merge your company. If not applicable, list the question and respond with N/A.
- D.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2024-125 MICROMARKET VENDING SERVICES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
_____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 5 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier.”

CFR: Code of Federal Regulations.

City Facility: the location(s) where work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, the International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:

<https://everett.municipal.codes/EMC/16>

Commissions: monies to be paid to the City by the Supplier equal to a defined percentage of gross receipt of sales.

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional.”

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, the inclusion of such features is considered a value-added quality that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

Gross Receipt of Sales: All receipts from sales, minus refunds, with no allowances for taxes, fees, or expenses.

Inspection: assess the condition of the equipment and components. Inspection is used to establish and determine if corrective action is required for the equipment to perform within an acceptable operation.

Healthful Vending: general initiative that offers choices of more healthful alternatives to the traditional vending options.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier.”

Maintenance: work performed to preserve equipment performance and condition.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

Outlet – an electrical box with two receptacles.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WFP: Water Filtration Plant located in the city of Monroe, Washington.

WISHA: Washington Industrial Safety and Health Act of 1973.

WPCF: Water Pollution Control Facility located in the city of Everett, Washington.

SECTION 6 - CITY OF EVERETT

GENERAL CONDITIONS

Compliance with Law. Supplier, at its sole cost and expense, must perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of the City of Everett; and rules, regulations, orders, and directives of the City.

Amendments/Change Orders. No alteration, change, modification or amendment to this Contract is effective unless by an instrument in writing executed by the legally authorized parties hereto. Any changes in the scope of work or compensation must be mutually agreed upon between City and the Supplier and must be incorporated in written amendments to the Contract.

Assignment. This Contract may not be assigned in any manner or by any means by Supplier without the express written consent of the City.

Waiver and Remedies. City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder must not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Purchase Order are cumulative; the use of one remedy must not be taken to exclude or waive the right to use another.

Binding Effect. The provisions, covenants and conditions provided bind the parties, their legal heirs, representatives, successors, and assigns.

Ratification. Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

Termination. City, at its sole discretion, may terminate this Contract for convenience at any time for any reason. Termination is effective immediately upon notice of termination given by the City. In the event this Contract is terminated prior to the full delivery of goods and/or services. Supplier will only be paid for the work or goods accepted, at the City's sole discretion, at the time of termination of the Contract.

Severability. Any invalidity, in whole or in part, of any provision of this Purchase Order must not affect the validity of any other of its provisions.

Payments. City will pay Supplier submitted invoices within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that Supplier has listed all appropriate information on the invoice and complied with all contractual requirements. Payment must be full compensation for goods delivered, work performed or services rendered, including all labor, materials, supplies, equipment and other expenses. The City reserves the right to require Supplier to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Supplier agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Supplier agrees to issue a refund of any overages paid in error by the City. The total on the Purchase Order is to be the not-to-exceed amount and is not to be construed as a guaranteed amount due to Supplier.

Taxes. Supplier must pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Purchase Order; taxes levied on its property, equipment and improvements; and taxes on the Supplier's interest in this Purchase Order.

Warranties. Supplier warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

Ownership of Records and Documents. All materials, writings and products produced by Supplier in the course of performing this Contract must immediately become the property of the City. In consideration of the compensation provided for this

Contract, the Supplier hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Supplier.

Non-Discrimination and Equal Employment Opportunity. During the term of this Purchase Order, Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action must include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

Governing Law/Venue. This Contract must be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder must be construed and enforced in accordance with, and governed by, the laws of the State of Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract must be brought in the Superior Court of Snohomish County, Washington.

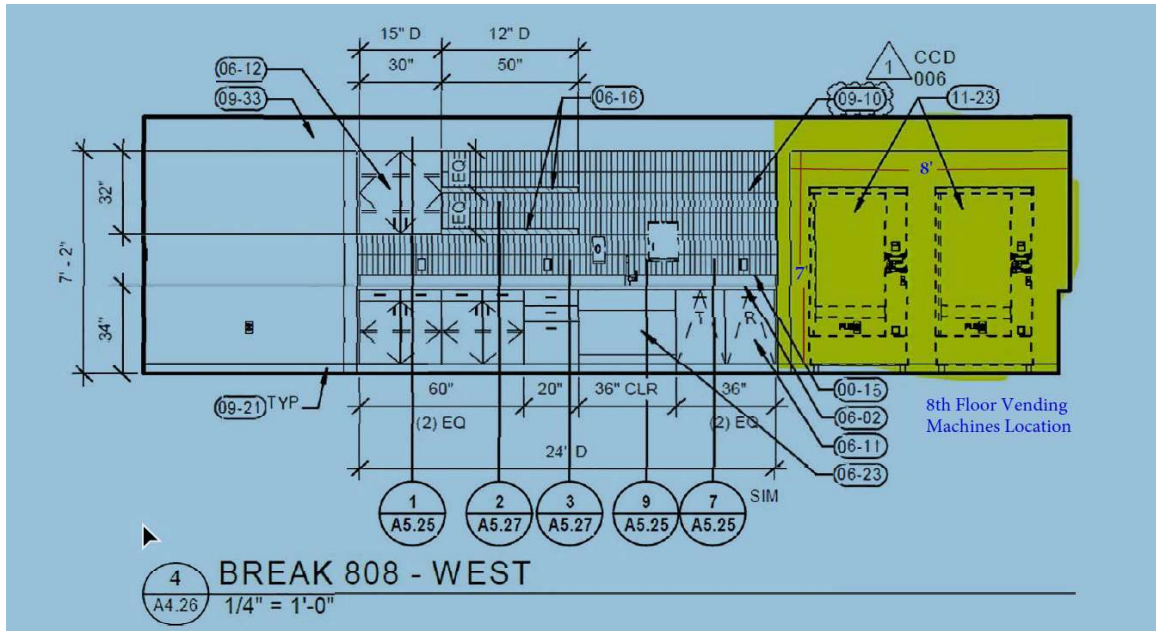
Independent Contractor. Supplier, its subcontractors, agents and employees are independent Suppliers performing services for the City and are not employees of City. The Supplier, its subcontractors, agents and employees, must not, as a result of this Contract, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Supplier, its subcontractors, agents and employees, must not bind the City in any way except as may be specifically provided herein. The Supplier must have the authority to control and direct the performance and details of the work described herein.

Insurance. The Supplier must obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work must be by the Supplier, subcontractor or anyone directly or indirectly employed by either the Supplier or a subcontractor. The amount of coverage provided by such insurance must be not less than one million (\$1,000,000) combined single limit for bodily injury and property damage not less than five hundred thousand (\$500,000) combined single limit for automobile liability. The Supplier agrees to the following requirements relating to insurance coverage:

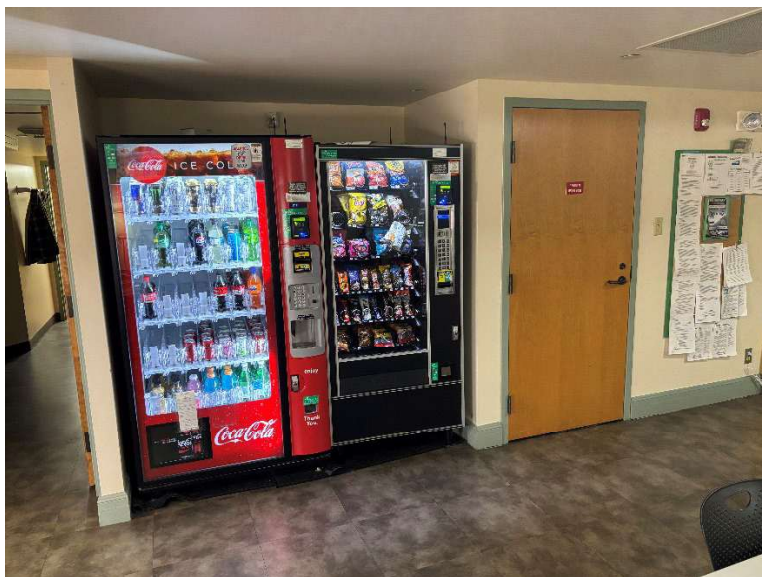
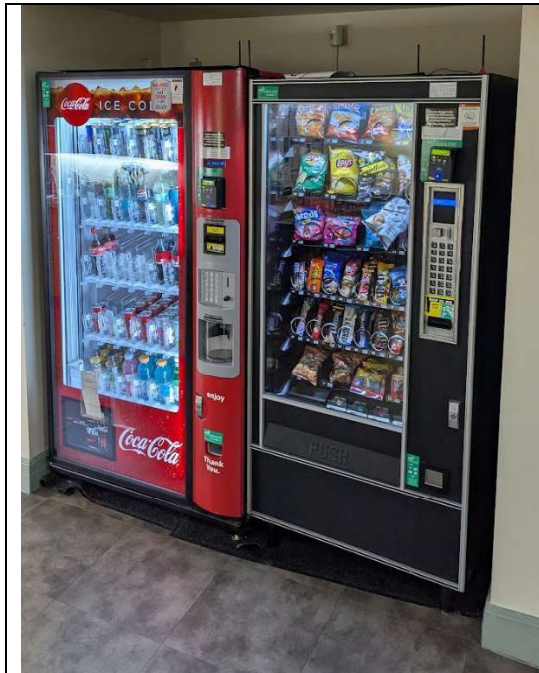
- a. **Liability Insurance.** All liability insurance required herein must be under a comprehensive or commercial general liability and business, automobile policy or policies. The City must be named as a Certificate Holder and an additional insured with respect to all such policies. Copies of all such policies must be furnished to the City upon request.
- b. **Worker's Compensation.** Supplier must take out and maintain during the life of the Contract, Worker's Compensation, including Washington State Stop Gap, insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Supplier must require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Supplier.
- c. **Employment Security.** Supplier must comply with all employment security laws of the State of Washington, and must timely make all required payments in connection therewith.

Appendix A -Location Photos

1. Everett Municipal Building, 8th Floor.



2. Everett Main Library



3. Police North Precinct





4. Police South Precinct





5. Everett Station



6. Transit Operations Building



7. Everett Animal Shelter















2024-125 Micromarket Vending Services Contract_071825_SD


Final Audit Report

2025-07-28


Created:	2025-07-22
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMz7j-3exAgS2jskOdbgsHQAZNkcDYTcj

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 Agreement completed.

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