

# A CUSTOM SNACK AND BEVERAGE PROPOSAL FOR

# THE CITY OF *Houston*



A VENDING MACHINES AND RELATED PRODUCTS AND  
SERVICE PROPOSAL PREPARED FOR CITY OF HOUSTON









# WHAT'S IN STORE FOR THE CITY OF HOUSTON

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This proposal, designed specifically for the City of Houston, is confidential and proprietary to Compass Group USA Inc. (Compass). Any unauthorized dissemination to others outside your organization would irreparably harm Compass and entitle Compass to judicial equitable relief, including injunction and specific performance. This proposal is valid for 180 days after its presentation and/or delivery to you.







TAB 1

# Cover Letter





**Tab 1 - Cover Letter: The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed.**

**May 2025**  
**Roy Korthals**  
**Senior Procurement Specialist**  
**City of Houston**

Dear Roy,

We are thrilled to respond to the City of Houston's RFP for Snack and Beverage Vending Machine Services. Canteen is deeply honored to have been serving the city's snack vending needs and is grateful for the opportunity to continue this partnership while expanding our offerings to include beverage services.

We take immense pride in our seamless operations and our valued relationship with CoreTrust, which strengthens our ability to deliver exceptional service in this public sector bid. As the nation's leading vending service provider, Canteen uniquely combines a national footprint with localized expertise, ensuring innovative, high-quality snack and beverage solutions tailored to Houston's distinct needs.

Our commitment to excellence drives us to offer cutting-edge technology, trend-forward products and customized programs that energize and delight your employees and guests. With the support of our national resources and our partnership with CoreTrust, we are poised to elevate the City of Houston's vending experience to new heights.

Thank you for considering Canteen. We are excited about the opportunity to deepen our partnership and deliver unparalleled service to the City of Houston. Together, we will make your vending program the industry standard for innovation and customer experience.

Sincerely,



**Phil Richard,**  
**President, Canteen One**













TAB 2

# Executive Summary





The executive summary should include a brief overview of the proposed plan to achieve the City's objective, the overall strategy for implementing the plan, and the key personnel who will be responsible for seeing the project through completion.

**Canteen is excited to submit this proposal for comprehensive snack and beverage vending machine services tailored to the City of Houston's needs. We are proud of our ongoing partnership, currently servicing snack vending machines across city facilities, and are eager to continue and expand this relationship by including beverage vending services. Our solution, bolstered by our valued partnership with CoreTrust, offers seamless, nationwide expertise with localized care, ensuring an elevated experience for all users.**

This proposal aims to streamline operations by providing a single, reliable service provider for all city buildings and airports. With a dedicated point of contact and a consolidated commission structure, we simplify administrative tasks while delivering a consistent, high-quality vending experience. Our innovative approach, backed by advanced technology and trend-forward products, aligns with Houston's dynamic needs, enhancing satisfaction for employees and visitors alike.

1

## Snack and Beverage Vending Machines

Canteen proposes to maintain and match the current placement of snack and beverage vending machines across the City of Houston's buildings and airports, ensuring continuity of service. If awarded the contract, we would welcome the opportunity to collaborate with the city to reevaluate machine placements, optimizing for foot traffic, accessibility and revenue potential. Our team will conduct thorough site assessments to strategically position machines, maximizing efficiency and convenience while offering a diverse selection of high-quality, contemporary snacks and beverages tailored to the preferences of employees and visitors. A prime example being adding more glass-front beverage machines in public areas such as William P. Hobby Airport.

2

## Partnership Benefits

Canteen offers a comprehensive vending service with a single point of contact for all service needs, ensuring streamlined communication and rapid issue resolution. Utilizing our advanced online inventory tracking system, we proactively monitor stock levels and dispatch technicians to maintain fully stocked, visually appealing machines. This commitment to reliability and maintenance enhances the vending experience across all city facilities, delivering seamless service that reflects our dedication to excellence.



# 3

## Financials

Canteen proposes a commission structure of 28% for airport vending machines and 14% for employee break room machines. Based on our estimates, this model is **projected to generate more than \$1.1 million annually** in commissions for the City of Houston. This competitive financial arrangement, combined with our proven track record and operational expertise, ensures significant revenue and an exceptional vending experience for all stakeholders.

**We are thrilled at the prospect of deepening our partnership with the City of Houston, delivering innovative, reliable and revenue-generating vending solutions. Let's elevate the city's vending experience together. We eagerly await your response and the opportunity to serve you further.**









TAB 3

# General Company Information





Provide the name of Proposer's company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, and telephone number.

## COMPANY INFORMATION

**Company Name:** Compass Group USA Inc. by and through its Canteen One Division

**Business Addresses:**

Canteen One - 700 N. 5th St., Minneapolis, MN 55401

Houston - 2747 W. Grand Parkway N, Suite D, Katy, TX 77449

**Email:** eric.quick@compass-usa.com

**Federal Tax ID Number:** 56-1874931

**Phone:** 281-492-1020

## 2024 Global Key Figures



**\$42.2B** revenue



**14M+** meals served per day



**580K** associates



**55K+** client locations in 30 countries

## THE POWER OF COMPASS GROUP

Compass Group operates as a family of great companies. We believe our sectorization strategy is a key advantage. It enables us to be closer to our clients and consumers to better understand their unique needs. This way, we can create an innovative, custom offer to meet the City of Houston's specific requirements and, in doing so, truly differentiate ourselves. We have teams of specialists and the support of a large organization that has the benefit of size and scale.

Compass Group provides the highly specialized resources, brands and partnerships that only the world's largest hospitality company can deliver. Utilizing a dedicated single point of contact, we operate under a "One Team" approach across all sectors - streamlining processes and communication, sharing best practices, implementing state-of-the-art innovations and ensuring consistency across the enterprise that delivers positive results.\*

*\*Canteen does not provide dining foodservices within any correctional facilities, nor does any other Compass Group operating company in the United States.*



Compass Group PLC



Compass Group PLC



Black Pearl Award  
for Food Safety





## Cybersecurity

We invest \$33 million each year to ensure the data of our clients, as well as their employees, customers and guests, is protected against all cyber intrusion attempts. Our cybersecurity team works around the clock so our clients can focus on their core businesses.



## Strategic Projects

This internal team's deep knowledge of transition - and their extensive experience in change management - are key to us ensuring the contract transition for each new Compass Group client is seamless and successful.



## Compass Digital

Dedicated to innovation and consumer engagement, this internal team of developers and data scientists delivers technology strategies and solutions to meet complex business needs.



## Envision

From strategic space design to eliminating food waste, this visionary team is focused on building partnerships and business growth that promotes the well-being of people and planet.



## People and Labor Strategy

In addition to our specialized HR support and unmatched people management skills, our proprietary labor platform, SmartLabor, processes and manages our workforce by finding inefficiencies, capturing data and driving change.



## E15

Using data and market research, our E15 team finds patterns, correlations and insights that our clients use to make more informed decisions. The data optimizes their business operations and improves the consumer experience.



## Balance Sheet

Our high credit rating and low debt levels, as well as a strategic equity raise, mean our balance sheet is the best in company history. While our competitors are burdened with debt, we're able to be nimble and smart, investing in our business and continuing to bring the best to our clients.



## Canteen

*People can't keep going unless they stop for a moment. Since we began in 1929, snack time has changed. People's lives have changed. What's important has changed, and preferences have changed, too. One thing has stayed the same: good things happen when people take a break.*

That's cemented our purpose – we bring break time to everyone. We're not just giving you a quick snack, we're creating places, moments and opportunities to connect, making you more productive, more innovative and a lot happier. Everyone needs a respite, a little pick-me-up, a moment to refuel and then quickly get back to what needs to be done. We go beyond convenience by using technology to continually innovate and give people what they want, when they want it.

It's what drives people every day. Each account, from a Fortune 500 company to a small business, college campus, airport, or hotel is handled with a customer-first, always-friendly approach. After all, our partners rely on us to keep people happy, revived and moving forward. Stopping for a delicious, healthy, quick break is something that allows everyone to make the most of their day.



*To learn  
more, scan  
the QR code.*

## Canteen One

**As the leading unattended retail company in North America, Canteen is eight times the size of our nearest competitor – making our scale unmatched. And with this size, we saw the need to develop a comprehensive national account infrastructure to support our most important accounts like yours.**

This national account service, called Canteen One, is additional support designed to provide consistent, high-quality break room experiences for customers with multiple service needs for a particular region or on a national scale across the United States.

Through a centralized management system, governing our more than 255 branches throughout the country, we provide a single point of contact (SPOC) to ensure your standards, service level and program offerings remain the highest level of quality.

With an annual investment of \$45 million, Canteen One consists of over 300 dedicated national accounts specialists, divided into teams that support your SPOC, to oversee our branches and ensure flawless daily execution of client-specific programs.

### **THESE SUPPORT SERVICES ENSURE YOUR ACCOUNT HAS:**

- A clear transition plan with mutually agreed upon timelines
- Data analytics via customer-facing dashboards
- A dedicated customer service team, available 24/7
- Data-driven field service support to monitor all ticket times and maximize operational efficiencies – with the help of our Smart Tech platform
- An invoice team to consolidate billing and monitor contractual compliance in all locations
- A reliable team that boasts a 99.7% customer retention rate

Canteen is the only company with the ability to self-perform a national accounts program, leveraging a dominate market position to deliver best-in-class resources and services. With Canteen One, we not only meet expectations – we exceed them.



# LOCAL TO HOUSTON

## GET TO KNOW YOUR LOCAL BRANCH

### HOUSTON



**2,402**

Accounts Served



Local Since

**1974**



**197**

**Market  
Accounts**



**1,515**

**Vending  
Accounts**



**690**

**OCS  
Accounts**



**Eric Quick, Key  
Account Manager**

- 28 years in the refreshment services industry
- 18 years dedicated customer service
- Compass Group - Canteen Vending Houston
  - Regional Service Manager (Vending, Markets + Office Coffee) 2019-2022
  - Key Account Manager (Vending, Markets + Office Coffee) 2022-Present
- Eric was awarded Canteen's High Flyer of the Year Award for Exceptional Customer Service
- Houston was awarded Canteen Branch of the Year Award 2022 and 2024



**We Employ  
310 People**

**6 Veterans  
on Staff**



**We Service  
104 Routes**





canteen



TAB 4

# Qualifications & Specialized Experience of the Firm





Proposer's statement of requirements as described in Section N – Technical Proposal. See 5.0 Evaluation Criteria, 5.4 Technical Proposal.

## SECTION N – TECHNICAL PROPOSAL

### 1.0 Qualifications and Specialized Experience of the Firm (30 Points)

Please detail how your service is standardized across all delivery endpoints.

1-How much of the delivery is self-performed and how much is subcontracted out?

2-If you have to use a third party for delivery, what management processes and tools do you use to make sure a third party delivery entity meets the same customer services standards.

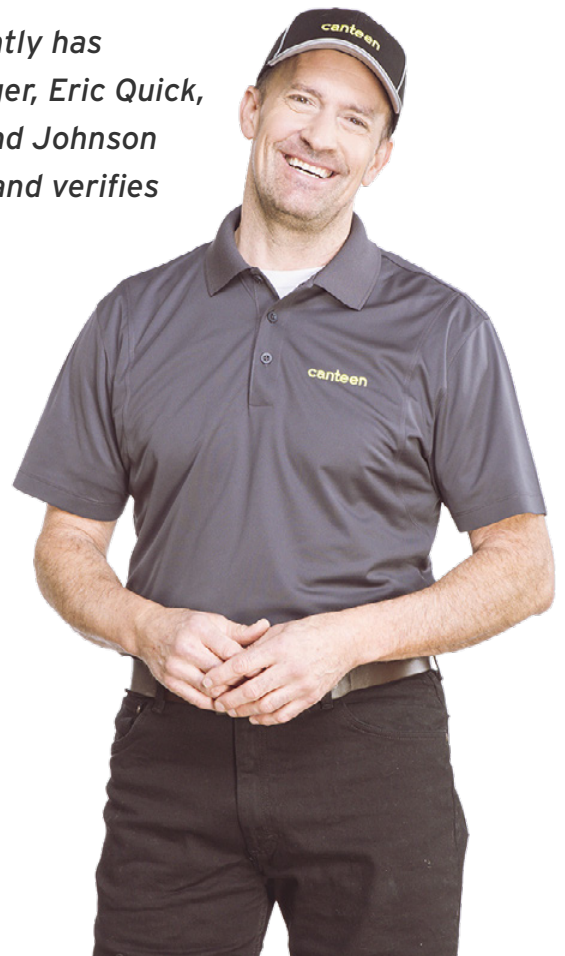
Provide as much information as possible able how your teams are trained and how the customer service experience will be impacted by these investments in training.

1. Canteen typically self-performs 100% of all of our snack and beverage vending contracts. Historically, it has been important to the City of Houston to support local MWBE vendors. As part of our current contract 460013154, Canteen Houston has assigned 15% of the managed services to one of our local minority business partners, C&A Johnson Vending Service Incorporated. We are open to exploring options to self-perform or continuing to partner with an approved subcontractor.

***Primary contact at Parks and Rec, Olaf Krause, currently has quarterly meetings with Canteen's key account manager, Eric Quick, to discuss any areas of improvement or concern around Johnson Vending's performance. Canteen then communicates and verifies those changes are implemented.***

2. In the event we do subcontract, we thoroughly evaluate our subcontractor partners. To ensure the level of service provided by a third party is aligned with Canteen's service, we implement several tools, such as:

- Background checks.
- On-site training with the Canteen service team.
- Weekly communication with the assigned key account manager.
- Quarterly reports to incorporate in the Canteen Quarterly Business Review.





## **At Canteen, we keep people at the center of our business.**

As a leader in our field, we set the highest possible standards for the quality of the services we provide and the professional and ethical way we run our business. Our reputation and future success depend on it. Our learning programs incorporate a variety of formats, including classroom, interactive video, case studies, on-the-job training and computer-based learning technology. With our team of highly experienced operational trainers, we provide management and staff the training needed to ensure the highest quality of food and vending services.

One of our main areas of training and coaching is safety: occupational, fleet and food handling.

## ***We know our success hinges on recruiting, retaining and developing the top talent in the industry.***

It's our employees who deliver the high standard of customer experience our clients have come to know and expect. We convey through both our communications and actions that we take the concerns of our employees seriously, including diversity, equity and inclusion, and taking care of each other and our customers. We conduct biannual employee engagement surveys to request feedback from our teams. Once we receive the results we follow-up communication required detailing implemented action plans.

## **TALENT DISCUSSIONS**

Our leadership teams meet on an annual basis to identify our top talent and their career goals, and how they align to your needs.

*We have created several structured programs to recognize and reward our associates. We understand that recognition and reward are key to retaining the best talent, which in turn ensures better overall experience for the City of Houston.*



## **CASH IN ON GROWTH**

Canteen offers an incentive plan for all our associates called Cash In On Growth. Each quarter, if the branch surpasses its budget plan, every associate can earn a quarterly bonus, up to \$500. This puts growth into the hands of the team and gives them the entrepreneur mindset to help achieve their retail success. This then translates into our success as an organization.



## **BE-A-STAR**

The mission of this rewards program is to provide a consistent platform to communicate key business initiatives and to recognize associates and teams that deliver great results.

Unit managers are encouraged to recognize achievement above and beyond and in ways that mean the most to each associate. The Be-A-Star program incorporates a variety of recognition, including ways for associates to recognize each other.

Winners throughout the organization, from officers to hourly associates, attend our annual banquet celebration, the Compass Night of Stars.





## EMPLOYEE TRAINING

*We support and develop our team through dynamic learning programs that focus on leadership, management skills, interpersonal relations and customer satisfaction.*

### Training for a Better Workplace

As a leader in our field, we set the highest possible standards for the quality of the services we provide and the professional and ethical way we run our business. Our reputation and future success depend on it. Compass Group offers compliance training to help everyone understand their role in maintaining the highest standards of service, interaction with others and ethics.

- Passport Orientation
- New Manager Orientation
- CHAT
- Preventing Workplace Harassment
- Wage and Hour
- Hospitality programs in sectors
- ServSafe
- HazCom

### Skill Building for All Levels/ Development Expertise

Our learning programs incorporate a variety of learning formats, including classroom, interactive video, case studies, on-the-job training and computer-based learning technology. With our team of highly experienced operational trainers, we provide management and staff the training needed to ensure the highest quality of food and vending services.

- DiSC
- LinkedIn Learning
- Business Etiquette
- Spark Connections
- Spark Productivity
- Emotional Intelligence

### Smart Tech Training

We have extensive training available on Smart Tech, the advanced technology behind Canteen's customer and field service. Our training resources include a New User Training Guide, Smart Tech LMS Training, and role-specific resources for Branch Customer Service Managers, Service Support Managers, District Operations Managers, Schedulers, and Field Service Technicians. Additionally, we offer Smart Tech Training Videos covering various topics to support our users.

#### Smart Tech Training Course

**RESOURCES**

❑ [MyLMS eLearning \(Required\)](#)

❑ [User Guides & Glossary:](#)

- [1.1 General Navigation - Dynamics](#)
- [1.2 General Navigation - Customer Service Account](#)
- [1.3 General Navigation - Cases](#)
- [1.4 General Navigation - Views](#)
- [1.5 General Navigation - Dynamics Dashboards](#)
- [2.2 Creating a New Case](#)
- [2.3 Dispatch a Case](#)
- [3.1 Receiving a Case from Canteen One](#)
- [3.2 Solving a Case](#)
- [3.3 Responsible Party - Roles & Responsibilities](#)
- [4.1 Refund Requests](#)
- [4.2 Escalations](#)
- [4.3 Support Requests - NACOs](#)
- [4.4 Canteen Operational Standards](#)

**Continued...**

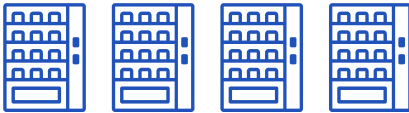


Please detail how many vending machines you own and, separately, how many you operate in the field nationally. How many micro-markets? How many breakroom or pantry locations?

# THRIVING AT UNMATCHED SCALE

**390,000+**

connected vending machines



**22,000+**

pantry and  
coffee service  
locations

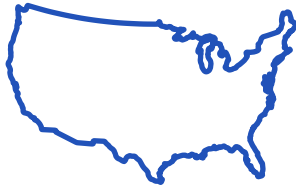
**35,000+**

micromarkets



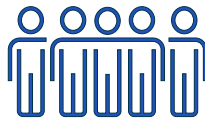
**255**

corporate  
and franchise  
locations in



**48**

states



**14,000**

employees



**98%**

Canteen client  
retention rate

**99.7%**

national accounts  
client retention rate

**\$1.5B**

in national accounts managed volume

**\$3.6B**

in Canteen managed volume





*Canteen assures clients like the City of Houston receive the best value for services by offering:*

**Competitive Pricing** - Delivering cost-effective pricing tailored to the client's needs while maintaining high-quality standards.

**Exceptional Service** - Providing reliable vending services with timely restocking, maintenance and a focus on customer satisfaction.

**Favorable Commissions** - Offering attractive commission structures to maximize the client's revenue share.

**Proactive Engagement** - Conducting quarterly reviews to evaluate performance, address concerns and optimize services based on client needs.

**Dedicated Support** - Assigning a single point of contact for streamlined communication and rapid resolution of issues, ensuring personalized service.

**Aligned Corporate Leadership** - Our corporate leadership is fully committed to client success, providing strategic oversight, resources and support to ensure operational excellence and responsiveness to client needs.

This comprehensive approach, backed by aligned leadership, ensures Canteen delivers transparent, responsive, and value-driven partnerships.

## coretrust

*As a CoreTrust member, the City of Houston will receive notable benefits from partnering with a CoreTrust preferred vendor.*



### VALUE

Best-in-class pricing on coffee, water and refreshment products with flexibility on vending and micromarket pricing depending on member goals.



### WHITE-GLOVE MANAGEMENT

Guaranteed great service through dedicated CoreTrust team within our national account division.



### HASSLE-FREE CONTRACTS

Contractual terms prenegotiated through the CoreTrust template agreement.





# PURCHASING

*We utilize the purchasing power of Foodbuy, the largest foodservice procurement organization in North America and the sole sourcing partner for our parent company, Compass Group.*

Foodbuy, a subsidiary of Compass Group and the nation's largest group purchasing organization, gives our clients access to the best selection, aggressive pricing, recall processes and expertise in supply chain and negotiations. It has never been more important to have a consistent, engaging foodservice program.

Foodbuy analyzes culinary needs, foodservice trends, operating habits and nutrition and health issues, and matches those criteria with the world's premier suppliers for the highest quality, value and guest satisfaction.

Managing 3,650 contracted vendors across North America, Foodbuy supports us with deals for front- and back-of-house products and services. Working with the most recognized brands in the industry, we also enjoy access to both regional and local providers.

The sourcing and category development teams work to benefit both members and suppliers by driving category growth and strengthening programs, as well as collaborating with supplier partners to find the best products and services for your needs. Driving down costs by negotiating greater volume through fewer products is just one of the advantages of Foodbuy.

## Benefits of Foodbuy for the City of Houston

- Best-structured deals in the marketplace
- Extensive data analysis, offering visibility to pricing trends and market fluctuations
- Competitive pricing that does not sacrifice the integrity of our services or the employee experience





What is your client retention rate?



**99.7%**

national account retention rate

Through our dedication to providing superior customer care, Canteen One has earned the confidence of our most prestigious national clients, consistently delivering an over **99% retention rate** for the past five years.

Describe your equipment service and maintenance process. What technology and tools do you have to support an efficient and transparent process?

Canteen One provides technology-driven equipment and maintenance support for our customers. All vending machines provided will be telemetry-connected to allow real-time monitoring for repair and maintenance needs. Our suite of technology platforms is fully integrated to ensure timely customer service responses and prompt resolution - all accessible to the City of Houston through the Intelisight dashboard to ensure full transparency of the process and eliminate the need to access multiple systems.

## OUR TECHNOLOGY

### SMART SERVICE™

#### Smart Service

Vending machines provide real-time information on sales performance, enabling informed decisions regarding restocking schedules.

### CONNECT >>>

FEEDBACK • NUTRITION • SERVICE

#### Get Help and Canteen Connect

Multiple ways to reach out for nutritional information, request service or a refund, or provide valuable feedback

### SMART TECH

#### Smart Tech

Equipment maintenance platform ensures maintenance with minimal disruption.

### INTELISIGHT™

#### Intelisight

Intelisight uses state-of-the-art data architecture to provide interactive dashboards in real time (updated daily) so clients can see the details of their program.

# SMART SERVICE™

Smart service utilizes technology-driven logistics to achieve nearly 100% order accuracy, ensuring machines are replenished before they start to run low.

**Smart Service gives us up-to-the-minute information on your machines and the products in them.** Running low on your favorite snacks? We know instantly and begin building an order and scheduling the next visit.

This program connects our vending machines and markets to provide real-time information about what is selling and what isn't, allowing for quick, better-informed decisions about how and when we stock your facility. The benefits to you are twofold: We anticipate customer needs while simultaneously reducing our environmental impact through more efficient deployment of resources.

**Improved Service:** Live machine updates utilizing Smart Service ensure operations run smoothly and efficiently.

**Better Selection:** Updated sales data analysis allows for a more curated and appealing selection of products.

**Environmentally Friendly:** Data-driven service routes and eco-friendly equipment contribute to a sustainable and responsible approach to service delivery.

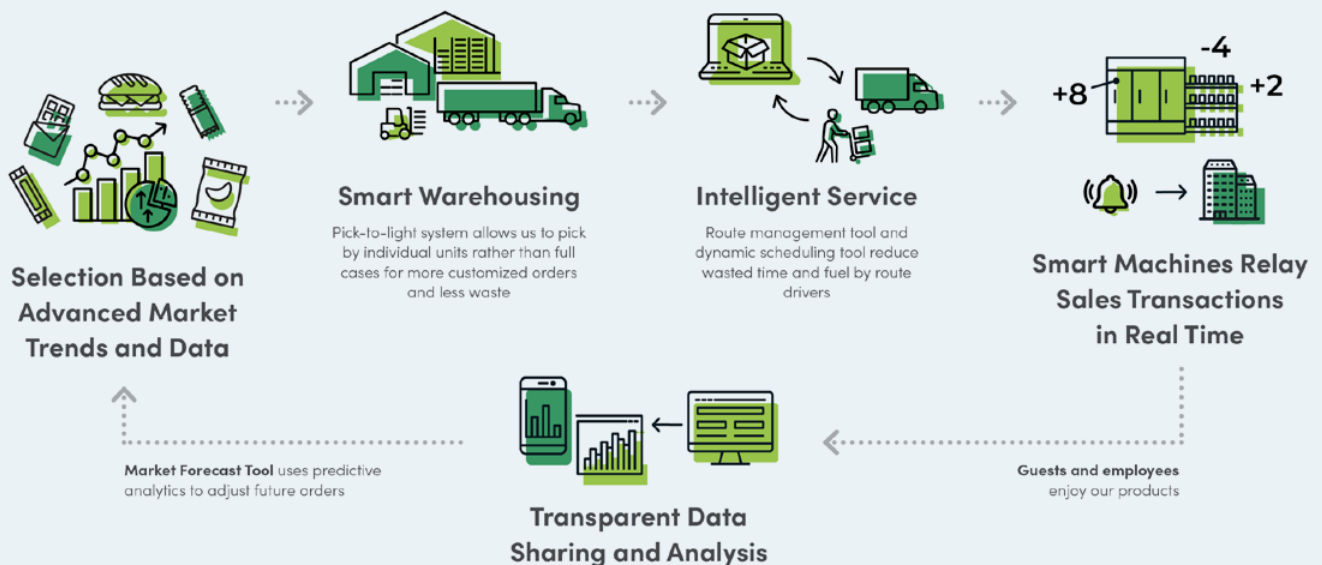
## We Use Data Collected to Proactively:

- Replace slow-selling items
- Increase variety and product rotation
- Reduce service times
- Streamline operations
- Reduce waste

## The Smart Service Advantage:

- Machines stay full
- Machines are serviced more efficiently
- Right product, right place, right time
- Near real-time monitoring
- Personalized customer service
- Happier customers

See how it works!





## TRANSPARENT REPORTING AND SERVICE PLATFORM

### Transparent Reporting and Service Platform with Intelisight

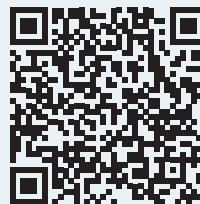
*All accessible to the City of Houston in  
one simple platform*

Knowledge and data enable informed decisions. We offer reporting to support data-driven choices, assist in staying on budget and suggest improvements to create the desired break room for employees.

Intelisight offers real-time interactive dashboards updated daily, displaying details like vending sales and analytics by machine, diverse spend, service frequency and service calls, with customizable options. Our other systems integrate into Intelisight to provide the City of Houston the latest data.

# INTELISIGHT™

**We Know Businesses Want Data.  
You Got It!**

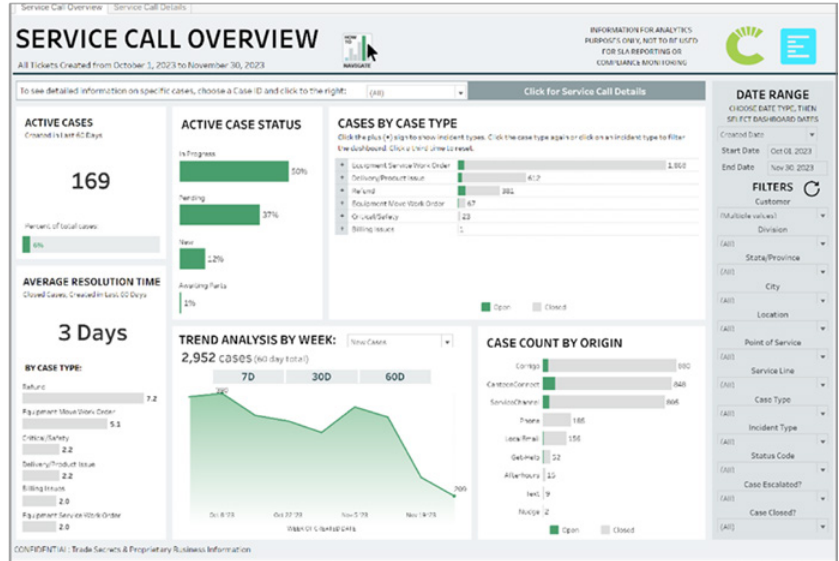


*Click or scan the QR  
code to learn more.*

## Superior Service with Smart Tech

It integrates maintenance, telemetry and customer feedback systems into a single platform for a comprehensive view in one centralized location.

*Smart Tech's digital capability provides the following key benefits to customers:*



### CONSISTENT, RELIABLE SUPPORT

- Mobile app helps technicians manage their schedule and tasks
- Technicians can refer to Knowledge Base articles or consult experts in real time to improve first-time fix rates
- Equipment-specific preventive maintenance to ensure equipment remains issue-free
- Scalability with nearly 300 local teams

### ENHANCED COMMUNICATION

- Ability to request service through multiple channels including emails, phone calls, web portals, Canteen Connect or Internet of Things (IoT)
- AI-driven scheduling and semiautomated methods to ensure the right technician is chosen at the right time
- A drag-and-drop schedule board and interactive map utilizing GPS technology to assign the nearest available technician
- Companywide transparency

### SUPERIOR CUSTOMER CARE

- Streamlined communication enabling the sharing of accurate arrival times with customers
- Status update service call and when issues are resolved
- Enhanced scheduling to ensure on-site visits are convenient for the customer



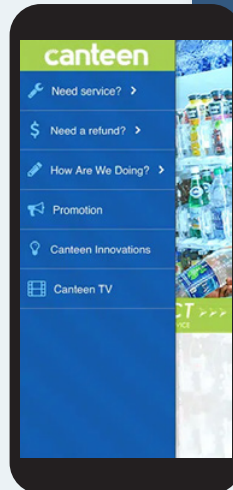


# GET HELP

## 24/7 Service with Canteen One

Create a ticket in our automated tracking system by contacting us via phone, email or QR code.

Regardless of the communication method, a response is generated within 24 hours acknowledging receipt of the issue and a Canteen One field service representative will follow up regarding the issue.



Available 24/7

Service Excellence

**800-747-8363**

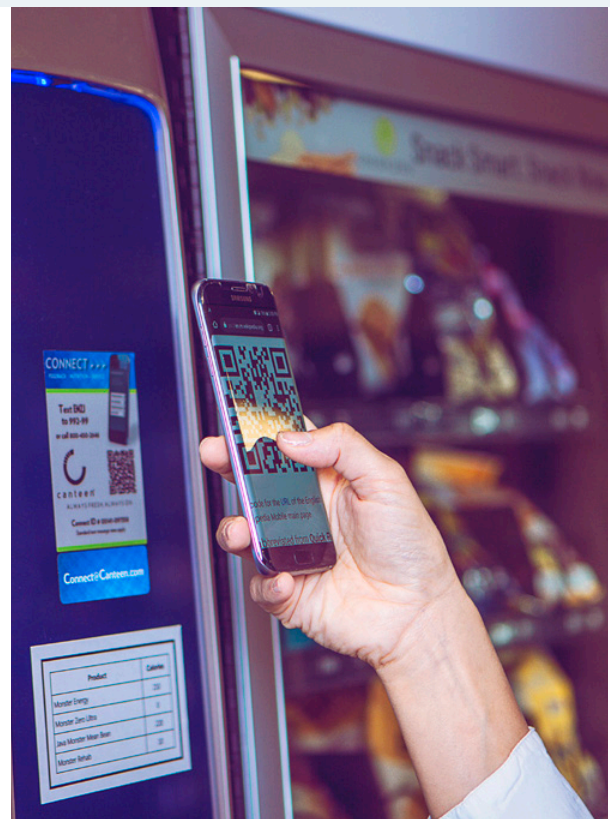
Service | Repairs | Refunds

gethelp@canteenone.com

Scan the Canteen Connect QR code on the machine with your smartphone and follow the directions.

# CANTEEN CONNECT

We make it easy to get in touch. Our vending machines feature a Connect label, allowing customers to connect directly to our app to access nutritional information, request service or a refund, and provide valuable feedback on the products and services offered. The Connect system lets us build reports and share insights tailored to your needs, continually identifying opportunities for improvement.



Does your firm provide a consistent look and feel for vending, micro-markets, and office coffee services at all kinds of facilities, in particular for government? Can your firm support consistency of service for multiple government clients nationwide?

**As your trusted and reliable partner, Canteen One will provide a concise and streamlined program for vending, micromarkets and office coffee services for a consistent look and feel across your facilities and ensure end-to-end accountability and contractual governance for consistency of service nationwide. Through a centralized management system that is supported by a network of professionals - including executive leadership, your key account manager and operational support teams - Canteen One will execute your vision on a national scale.**

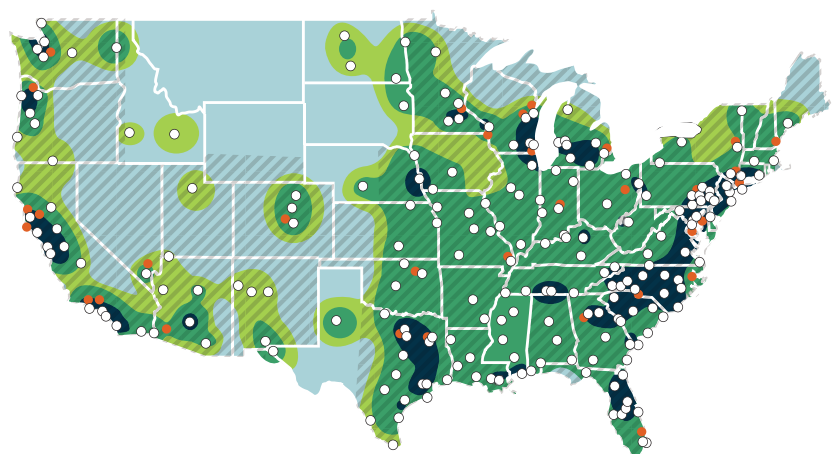
From the latest in vending technology to micromarkets right-sized for your different facilities to expansive coffee options, Canteen One is excited for the opportunity to collaborate with the City of Houston on a customized program to deliver an exceptional break time experience to your employees, visitors and clientele.

## Unparalleled Coverage in the U.S.

*Canteen One provides service across an expansive portfolio of clients in various industries including corporate, healthcare and local government entities that includes partnerships with Minneapolis-St. Paul (MSP) and Dallas-Fort Worth (DFW) airports for their vending services. Canteen One has the expertise, capabilities and resources that can support consistency of services for government clients coast-to-coast through our corporate and franchise network.*

Unlike most companies, our franchisees operate under the same governance structure as corporate locations. **They are not third-party operators;** they are an integral part of our network and enable us to scale nationally.

-  Canteen Distribution Center
-  Canteen Fresh Food Commissary
-  Fresh Food Coverage Area
-  Total Market Saturation
-  High Market Saturation
-  Heavy Market Saturation
-  National Service Coverage Area



Note: The map showcases our customer density.



Provide details on how many private and public customers you have by region and by scale. Highlight customers you have supported for three or more years in each size.

*At Canteen, we proudly serve 96,500 service locations across the country, spanning private and public sectors. Our customer base includes everything from local, small businesses to large-scale Fortune 500 companies with 10 to 6,000 locations. A sampling of clients we have supported for more than three years include:*



### Amazon

**Length of Partnership:** Since 2013

**Volume Managed:** \$460 million

**Number of Sites:** 1,067

**Services We Provide:** Coffee, Vending, Markets



### Kohls

**Length of Partnership:** Since 2008

**Volume Managed:** \$12 million

**Number of Sites:** 1,717

**Services We Provide:** Coffee, Vending, Markets



### Costco

**Length of Partnership:** Since 2017

**Volume Managed:** \$75 million

**Number of Sites:** 702

**Services We Provide:** Vending, Markets



### Microsoft

**Length of Partnership:** Since 2008

**Volume Managed:** \$9 million

**Number of Sites:** 294

**Services We Provide:** Pantry, OCS, Vending, Markets

How much volume do you manage nationally?



## Market Leader

in unattended services  
(\$3.6 billion revenue)



## \$1.5 Billion+

in national accounts expertise

**We are the market leader in unattended services, generating \$3.6 billion in revenue. Additionally, we have over \$1.5 billion in national accounts expertise.**







How many branch locations do you own/operate nationwide?



**255**

corporate and franchise locations

**We have a total of 255 corporate and franchise locations nationwide.**

How many vehicles are in your fleet?



**9,000+**

trucks

**Canteen operates more than 9,000 trucks.**

## 2.0 Methodology and Operational Approach to Requested Services/ Solution (20 Points)

Prospective Contractors are requested to submit a narrative that presents a high-level overview of their proposed solution or approach. This narrative should specifically address the requirements detailed in the Solicitation.

**Provide details where your food offerings are produced and manufactured. Is it at a USDA-approved facility?**

## OUR FRESH FOOD COMMISSARY NETWORK

We produce more than 40 million products annually in FDA-certified commercial kitchens. Canteen is the only national service provider that owns and operates commercial kitchens.

Fresh & Ready Food Group is a Compass Group-owned commercial kitchen network that serves thousands of locations throughout the U.S. Fresh & Ready Food Group is USDA and FDA-inspected and -certified. Fresh & Ready Food Group is 100% FDA label compliant, which includes a complete list of microingredients and specific food allergen callouts.

Fresh & Ready Food Group is also subject to rigorous internal Compass Group QA oversight, which helps to maintain the highest levels of food safety and quality. As a Compass Group business, all the food produced at our Fresh & Ready Food Group facility delivers on the Compass Group promise:

- Chicken without the routine use of human antibiotics
- Local produce when possible
- Sustainable seafood
- Cage-free eggs
- rBGH-free milk
- rBGH-free yogurt





## FOOD SAFETY

From Canteen's industry-leading food safety program for vending and unattended retail markets to USDA- and FDA-regulated commissary kitchens, our end-to-end approach to food safety includes a series of checks and balances to track results, measure compliance and build continuous improvement. Canteen's food safety standards are based on sound science, regulatory requirements and industry best practices.

All of the commissary kitchens in our network adhere to our retail fresh food program requirements, so you can be assured you're receiving products that meet the highest level of food safety, operational excellence and culinary professionalism. Our requirements include:

- Proper oversight and licensing with the appropriate federal, state and local regulatory agency of food processing for retail sale.
- FDA/USDA registration for the facility.
- Written and approved food safety plan, HACCP or FDA Food Safety Plan in place.
- FDA-compliant retail labeling system.
- Allergen management system that includes allergen labeling meeting Food Allergen Labeling and Consumer Protection Act regulations.
- Effective environmental microbial monitoring in the processing environment.
- Traceability system - Lot code tracing for recall purposes.
- Annual audit from an independent third party for compliance with Good Manufacturing Practices and Preventive Controls.

**Our service includes regular inspections for evidence of credit card tampering, verifying machine inventories, cleaning on-the-go, and addressing any maintenance needs promptly. Additionally, we ensure that vending machines are free from dirt, infestation, and spills, and any pests are reported immediately to maintain high standards of hygiene and security.**

## Driver Safety

### TRAINING

AlertDriving Driver Safety Training (Fleet Defense) is a state-of-the-art online program designed to promote defensive driving skills, keeping Compass Group's employees safe on the road and reducing traffic incidents. All operators of large company vehicles with a gross vehicle weight of 10,001 pounds or greater are required to take this course annually.

### TECHNOLOGY

Compass Group has partnered with Mobileye, an Intel company, to equip vehicles with real-time collision avoidance systems. The Mobileye system uses a forward-facing camera to provide drivers with proactive alerts, helping prevent or mitigate crashes. It meets National Highway Traffic Safety Administration guidelines and includes lifesaving alerts that improve driver behavior and reduce collisions.

Provide details of your recall management process and how instructions flow through your supply chain and delivery infrastructure.



## Purchasing

Foodbuy vets all potential suppliers, scrutinizing facilities and products to minimize the risk of contamination. All foods are purchased from the Managed Order Guide, a fully vetted group of suppliers that undergo continuous monitoring by the Quality Assurance Department for food safety, so you never have to wonder where your food came from.



## Red Alerts

The Quality Assurance Department monitors recalls and market withdrawals on a daily basis and issues Red Alerts regarding food and products that may be purchased or used by Compass Group businesses or by Foodbuy-committed customers.



## Crisis and Complaints

Compass Group maintains a crisis management hotline – one call from an associate or manager will alert appropriate resources who provide a prompt and accurate response to minimize the impact on our clients and their businesses.



Provide details of your expiration management process and onsite protocols.

When merchandising, our attendants rotate out expired product. We follow the FIFO method to reduce waste. "First In, First Out" is the practice of proper product rotation. FIFO is an essential part of what makes our business successful. It helps guarantee that customers are getting the safest, freshest products possible.

## SAMPLE OF OUR PROTOCOLS FROM OUR SAFETY MANUAL

Compass Group Food Safety & Quality Assurance Standards Manual

### LABELING & RECORD KEEPING

## 5.4 FOOD EXPIRATION & ROTATION



Stock must be rotated to ensure that older foods are used first, this method is often called FIFO or First In, First Out.

#### STANDARD

- Foods that have expired must be discarded and not used or served. This includes both manufacturer and unit-labeled food expiration dates on dry, refrigerated and frozen foods.
- Rotate foods as they are received, stored and removed from inventory so that foods that will be expiring first will be used before foods with longer expiration dates.
- Frozen foods in original manufacturer packaging must be used or discarded by the manufacturer's use-by date.
- Frozen TCS foods that had been opened or prepared on-site and then subsequently frozen must be used within the maximum frozen food holding times (listed below).

#### MUST DO

- **Discard** any foods that are past expiration, those that do not have a date, or have an illegible date.
- **Train** associates on proper rotation of stock with FIFO.
- **Monitor** foods in storage, display and in preparation to ensure only non-expired foods are being used.

#### METHODS TO ENSURE FIRST IN, FIRST OUT ROTATION

- Place incoming goods behind existing stock.
- Mark the date received on each product prior to storage.
- Maintain a date on the product container that is readily identifiable.
- Store products with the earliest sell-by or best if used by dates in front of products with later dates.
- Remove stored items from the front first.



|                |                                 |                  |            |
|----------------|---------------------------------|------------------|------------|
| Creation date: | 10/01/2022                      | Revision date:   |            |
| Approved by:   | Food Safety & Quality Assurance | Revision Number: | 0          |
|                |                                 | Page             | 142 of 314 |

Note: In all cases, compliance with stricter jurisdictional requirements is necessary.

Since all machines will be able to accept electronic payment, protecting PPI information and preventing these machines from being a gateway to malicious attempts on personal data or the government network is critical.

Explain your investments in cyber security and how you govern PCI compliance and cyber security.

## DATA PROTECTIONS

*Despite the cyber threats we all face, our mission is to maintain the success of our business and that of our clients. Our commitment to security ensures the safety, integrity and availability of our services.*

### Information Security Program

Compass Group employs a sophisticated and constantly improving set of tools to secure and support our business as we face changing threats and demands. We are always evaluating the performance of our security program using various methods, such as red teaming and penetration testing.

### IT Audit and Control

Our technologies are governed by comprehensive control programs. Internal and external audits ensure Compass Group's controls are not only well designed, but operating efficiently and without gaps. As technologies and the threat landscape are continuously evolving, so too are our controls and governance.

### Information Security Technology

Compass Group employs a sophisticated suite of security technologies across all layers of our information systems. This suite enables the protections and visibility we need to keep our complex organization safe and secure. Multiple overlapping layers of defenses combine with advanced detection, response and containment capabilities. These solutions and designs are continuously reevaluated and refined as we prepare

for the next generation of cyber threats. Our solutions work in concert to continuously monitor for malicious behavior and protect against sophisticated, targeted and persistent threats.

### Payment Card Industry (PCI) Data Security Standards (DSS)

As an early member of the PCI Standards Council, we were among the first in our industry to offer mobile point-of-sale solutions with point-to-point encryption (P2PE) and end-to-end encryption (E2EE), protecting customer data from the point of swipe through transmission to the payment processor. Our clients span verticals that require a high degree of security, auditing and control compliance, which is why all our payment solutions have P2PE/E2EE as a minimum standard and why we also observe and adhere to any relevant regulations and legislation.

### Business Continuity and Disaster Recovery

Compass Group leverages advanced cloud technologies and practices to ensure the availability of our systems, employing fault tolerance and high availability into the design of critical systems. Robust backup and recovery capabilities are continuously validated and tested against aggressive recovery targets. In the unlikely event of a service disruption, business continuity processes provide for the uninterrupted delivery of services to our clients while technology services are restored.

### Incident Response

Our internal policy and process provide a coordinated, effective and cohesive approach to privacy and information security incidents ranging from unauthorized system intrusions to compromised privacy, data integrity or protection of confidential information.



Our PCI Compliance reports are available [HERE](#)

The cybersecurity department's implementation of extended detection and response (XDR) fuses identity, endpoint and infrastructure security, providing immediate context and enabling our rapid investigation of any potential security events by our 24/7 Security Operations Center. This capability is further enhanced by our extensive automation strategies, which automatically remedy security exposures.

## Data Privacy

We believe in the importance of data privacy and security as a fundamental principle of our operations. Compass Group has engaged in a comprehensive effort to inventory, map and classify the data we use. This effort supports our core principles of data minimization, privacy by design and honoring consumers' rights to their data. We have implemented a centralized, highly efficient method to process consumer data requests and communicate with them in a timely manner. Such efforts are reflected in our privacy policies found on our company webpages.

## Cybersecurity

Our team of cybersecurity experts work tirelessly to protect the confidentiality, integrity and availability of client and customer data. To comply with industry security standards, we keep systems in check with built-in redundancies and added protections. Some of the measures we take to enhance the protection of our clients' organizations include:

- Third-party partners that are PCI- and/or DSS-certified
- At-rest and in-transit encryption for all Canteen credit card transactions
- Annual reviews of all critical vendors

## INVESTMENT METRICS



**\$33M**  
invested annually

**200K+**  
credit card  
readers



Ongoing POS upgrade and  
enhancement plans



**30M+**  
credit/debit  
transactions  
annually

**4.5B**  
events per day processed  
by advanced security  
operations tool suite



Explain your sustainability efforts and how you can help reduce scope 3 emissions in our facilities. Identify practices that reduce waste, minimize carbon footprint, or otherwise have an environmental impact

## SUSTAINABILITY

### Driving Awareness with Industry-leading Measures

At Canteen, doing the right thing is at the core of our balanced culture. This approach empowers us to advocate for change, push for transparency, and be more socially and environmentally responsible. For over a decade, Canteen and our parent company, Compass Group, have been pioneers in the industry for our sustainability commitments.

### Prioritizing Responsible Sourcing

Canteen leads the industry in responsible sourcing. Our team is committed to continuous improvement of our socially responsible sourcing practices in alignment with industry-accepted certifications and standards. We source products from certified diverse suppliers - from small business enterprises to veteran-, women- and minority-owned businesses, local and regional products, ethical coffee, rBGH-free milk and yogurt products and cage-free eggs.

## Our Balanced Culture Approach

Our approach ensures people and purpose are equally as important as strong financial performance. Providing services and products that are more socially responsible and better for our planet drives our approach and long-term strategy.



### People

Well-being • Socially Responsible



### Purpose

Good for People • Good for the Planet



### Performance

Commercial Results



# Canteen's Road Map to Net Zero

Our Global Road Map to Net Zero is built on a foundation of approved science-based targets; our commitment to carbon neutrality in our operations by 2030; and our commitment to reach climate net zero by 2050. We are working to achieve these targets at Canteen through a variety of ways, such as combating food waste, cutting operational waste, promoting plant-forward menu options and making our warehouse operations more energy efficient. We must work collaboratively with our partners and suppliers to ensure they're also making progress toward their climate goals. If they have yet to set goals, we'll encourage them to do so. It will take all of us working together to make real change.

Canteen will always leverage our scale, passion and expertise to target areas that significantly impact the environment. This means we will work together with clients, consumers and suppliers to take measurable steps to create a sustainable future for all.





## Annual Sustainability Report Highlights

**115M+**

people reached with  
Stop Food Waste Day



Waste Not:

**4K+** new units onboarded

**2K+** associates  
trained

**\$1.6M**

spent with our  
network of diverse  
local farmers

**2.1M+**

meals donated  
to people facing  
food insecurity



**4%**

reduction in our  
overall greenhouse  
gas intensity ratio

**34%**

spend went to  
supporting American  
communities



**25 Suppliers**

representing over  
\$3 billion in spend  
attended our Future  
Forward meetings  
geared toward tackling  
carbon emissions

**4K+**

chefs and associates  
engaged in trainings  
to reduce food  
waste and drive  
sustainability  
practices



Click or scan  
the QR code to  
view our annual  
sustainability  
report.



## Our Partnership Commitments

At Canteen, sustainability is smart business. We provide efficient, innovative solutions to support your sustainability goals. Our specialized team offers industry knowledge and customizes your sustainability platform to meet your organization's needs. Actions include:

### CREATING A CIRCULAR ECONOMY

- Zero-waste and circular solutions like reusable totes in our warehouses versus cardboard boxes
- Reusable pallet wraps instead of plastic
- Plastic-free beverage programs
- Package-reduced options and package-free bulk snack and beverage dispensing programs in certain markets
- Recycled or repurposed materials in shelving, racks and build-outs
- Plant-based and compostable disposables
- Customer education and engagement
- National partnership with Feeding America

### REDUCING CARBON IMPACT

- Low-carbon break rooms with greenhouse gas consultation and quantification
- Energy conservation devices on equipment to reduce power consumption
- LED lighting in snack and beverage machines
- Energy Star equipment



*To learn about Canteen's sustainability journey, click or scan the QR code.*

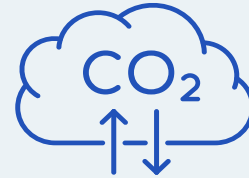
## Our Commitments

### 46% reduction

in Scope 1 (direct) and Scope 2 (indirect) GHG emissions by 2030 from the 2019 baseline.

### 28% reduction

in absolute Scope 3 (indirect) GHG emissions from all food and drink purchased by 2030 from the 2019 baseline.



## Canteen's Carbon Reduction Actions in 2023

Canteen is building on our established carbon-neutral strategy by expanding best practices to our warehouses nationwide, continuing to build a culture of sustainability into our everyday operations. This includes:

- Increasing renewable energy sourcing
- Implementing energy-efficiency initiatives to decrease energy consumption
- Reducing waste going to landfills through enhanced source reduction and waste diversion initiatives

Our long-term vision for our fleet includes alternative fuel vehicles (AFVs) including electric trucks. Existing technology is finally catching up to our fleet needs and, in 2023, we rolled out a pilot of 10 electric delivery trucks at two sites. Canteen continuously seeks out new technology to improve our current fleet's efficiency. We have avoided nearly 8,000 metric tons of carbon emissions, the equivalent of planting more than 132,000 trees. How? By implementing programs focused on fleet efficiency and driver safety.

Additionally, we are continuing to work with suppliers to build our portfolio of locally sourced, low-carbon and regenerative agriculture-certified snack foods and beverages, and reduce or eliminate excess packaging.

We are also piloting an initial supplier outreach strategy to get a baseline understanding of our suppliers' GHG emissions reduction efforts and where we should be focusing our GHG reduction efforts in our supply chain.

## Leading the Fight in Food Waste

We are proud of our accomplishments in the fight against food waste. In fact, we have set a goal to combat waste 50% by 2030. Through improved associate education and key partnerships, we're on our way to reach this important milestone.



**Feeding America** is one of the largest nonprofit food recovery organizations in the nation. Canteen partners with Feeding America to recover food and beverage products about to expire before they become landfill-bound waste. The Feeding America network of more than 200 food banks helped Canteen support the recovery of 300,000 pounds of food in 2022, where it was distributed to food pantries and other agencies.



**Waste Not** is a proprietary and chef-centric, cloud-based waste tracking system. It has a proven track record of reducing food waste in Compass Group's dining facilities by 20%-40%. Canteen's full-service dining centers use Waste Not in our operations.



Demonstrate your capability of full transparency in reporting for all consumer facilities on one platform down to the site and machine level.

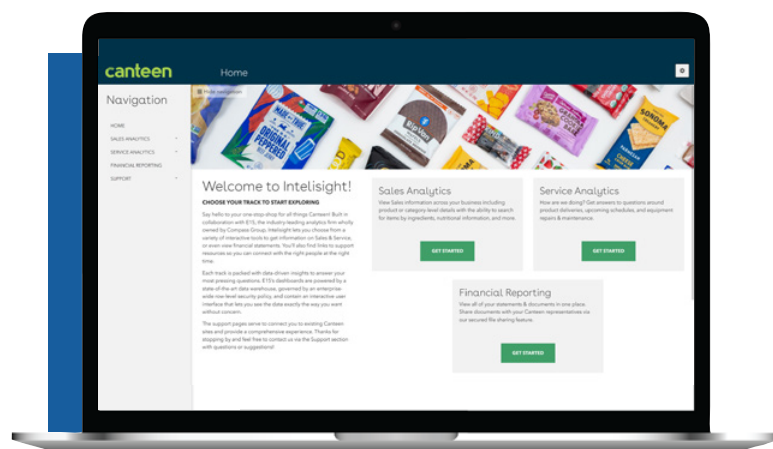
# TRANSPARENT REPORTING AND SERVICE PLATFORM WITH INTELISIGHT

*We are excited to offer access to Canteen's Intelisight platform, which is reserved for a select group of Compass Group clients.*

Intelisight unifies financial data (actuals/budget/forecast), POS data and DEI procurement data to allow consistent, transparent and detailed reporting. A best-in-class tech stack automates data feeds to ensure decisions are made with fresh data and reports are accurate. E15 will partner closely with the City of Houston leaders and Canteen operators to conduct a thorough data discovery and user requirements process, ensuring the most important business metrics are available in Intelisight to provide critical insights for stakeholders across the portfolio.

## Intelisight Portal Highlights

- Data transparency: Explore content from every part of a snack program from sales to equipment service and deliveries.
- Intuitive user experience: Expertly designed dashboards for quick data exploration.
- State-of-the-art technology: Features E15's core AWS+Snowflake cloud computing, Tableau Cloud server, and customizable portal to ensure timely delivery of insights.
- Scalable: Designed for fast and efficient client onboarding.
- Secure access: Centralized, secure portal with highly customizable access controls.



## SPECIFICALLY, INTELISIGHT INCLUDES:

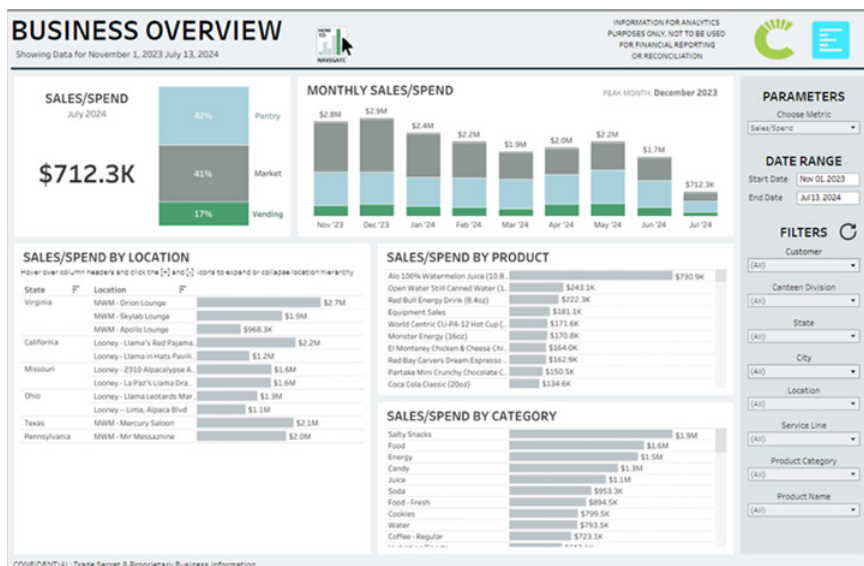
- The ability to search and filter on multiple criteria, from business unit to products, enabling self-serve analytics for users.
- Click-filtering, which allows users to interact with the data and layer multiple selections and filters to create customized snapshots that answer the City of Houston's specific questions.
- Daily data processing allows for near real-time reports - Automated error detection processes ensure teams can identify and correct data issues before they appear on a user's screen.
- Enterprisewide row-level security (RLS) so users only see data that is relevant within their own organization.
- A single point of access for the City of Houston to view all dashboards and data sets.
- Secure file sharing via embedded functionality.

## Business Overview

*E15's Intelisight reporting platform includes dashboards on sales overall, by location, and by item to ensure users have the information they need to understand the business around them.*

## FEATURES:

- Obtain a quick overview of sales in terms of units or revenue across all business segments, regions, and venues.
- Access detailed views of products or categories, complete with search functionality for item names, ingredients, and more.
- Benefit from daily updated data sourced directly from Canteen systems for the most current insights.

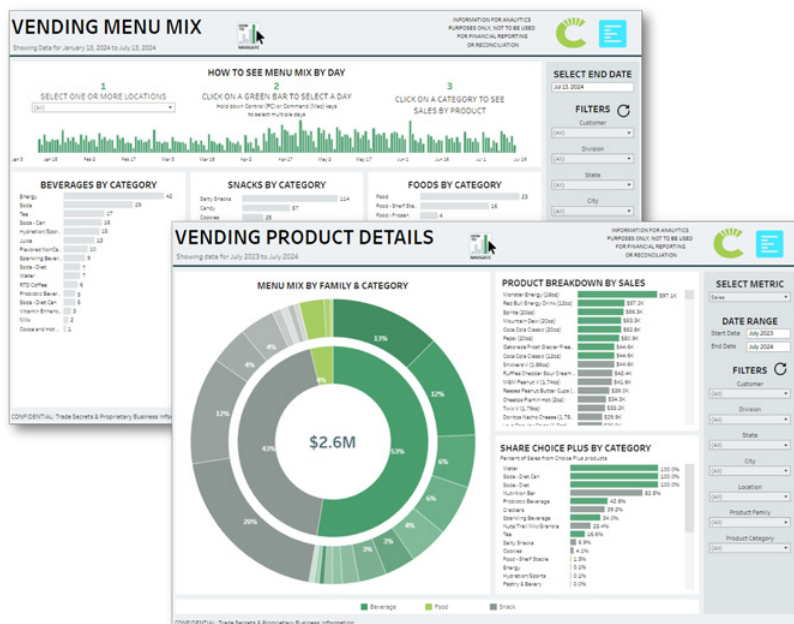


## Vending Analytics

Explore top and bottom items, category trends, and healthy item sales to stay informed on consumer preferences.

## FEATURES:

- View detailed information on categories and items, including healthy consumption metrics by dollars and units.
- Select specific sites, days, and categories to answer the question, "What's in the machine?"
- Data refreshes daily.



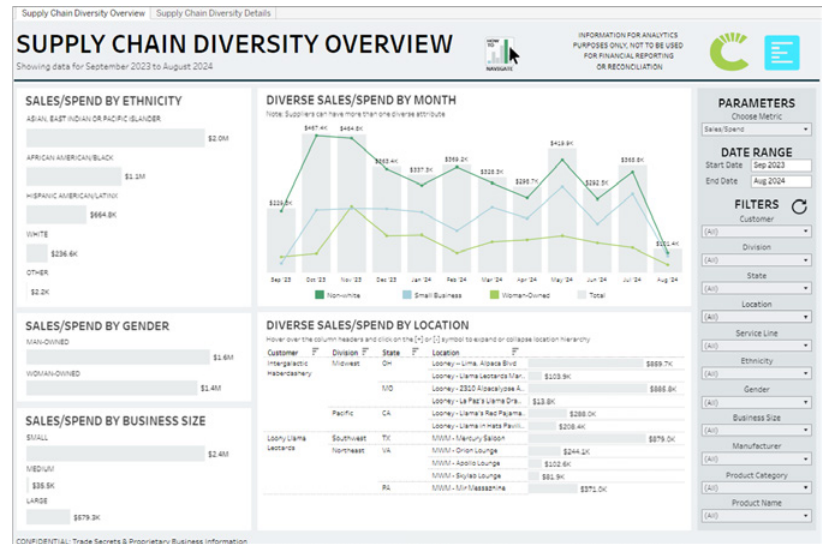


# Supply Chain Diversity Spend

Monitor DEI spending effectively with detailed reports that provide a breakdown by location, item and certification level, ensuring alignment with diverse spend objectives.

## FEATURES:

- Monitor spending with diverse vendors, categorized by Women, Minority and Veteran ownership, among other classifications.
- Analyze how diverse spending trends evolve across different business lines.
- Examine sales at the location level or delve into detailed “Top & Bottom” reports sorted by Manufacturer, Category or Product.

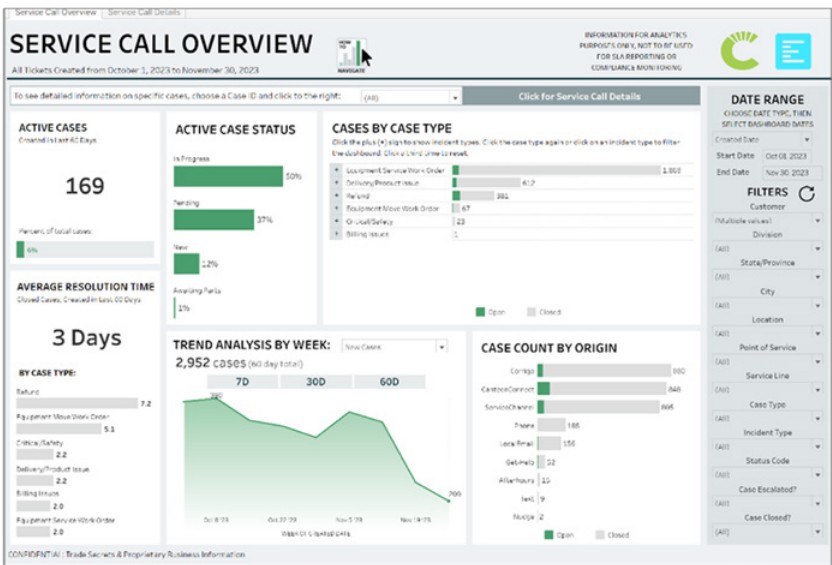


# Smart Tech

Enhance the user experience with a comprehensive dashboard suite that monitors service calls and equipment work orders, ensuring any equipment issues are resolved quickly and effectively for seamless operations.

## FEATURES:

- View active service cases, recurring issues, and average resolution times.
- Conduct searches by case number, location, and status, among other criteria.
- Examine detailed information on specific work orders, including issue descriptions and corrective actions taken.



Demonstrate how you will maintain all SKUs at 75% full or better during the vending machine's service at high-priority locations such as 911 and Emergency Operations Centers.

## SMART SERVICE

Canteen's sophisticated stocking strategy, Smart Service, enables us to maintain all SKUs at 75% full or better at high-priority locations such as 911 and Emergency Operations Centers. This program connects our vending machines and markets to provide real-time information on what is selling and what isn't, allowing for quick, better-informed decisions about how and when we stock your facility. The benefits to you are twofold: We anticipate customer needs while simultaneously reducing our environmental impact through more efficient deployment of resources.

Smart Service generates live updates from our vending machines every six hours, informing us what has sold and when machines need maintenance. We analyze the selling data, using it to select the exact products needing replenishment in each machine, guaranteeing you have the right product mix at all times. With a heads-up on maintenance needs, we can sub-route drivers, keeping them in a smaller geographic area for faster, more efficient service. This means that we send a truck out to replenish as needed to ensure shelves will be stocked with on-trend products at the right price point to keep consumers happy. For more detailed information, please refer to page 27.

Demonstrate how you will guarantee a response within 24 hours (not standard business hours) to respond to emergency requests. This does not mean that the issue must be fixed or resolved within 24 hours but that the proposer has to respond to emergency requests.

**Canteen guarantees a 24-hour response time for any service request. You can reach us through various channels of our 24/7 Get Help line, including phone, QR codes, text message, and email.**

The typical resolution is within 48-72 hours. For expedited resolution, you can email Eric Quick, your key account manager, directly. With the added support of our Smart Tech technology, we proactively identify locations that need service, ensuring timely and efficient responses.

Identify payment methods for proposed vending machines. Proposed vending machines shall meet consumers' needs regarding cash, coin, credit card, ApplePay, Google Wallet, etc.

**Our vending machines support contactless methods of payment, including credit/debit cards, employee cards, Apple Pay, Google Pay, mobile wallets, apps and more.**





3.0 Firm’s Key Personnel and Staffing Capabilities (10 Points)

Prospective contractors shall submit a comprehensive narrative that outlines their key personnel and staffing capabilities.

How many associates make up your national accounts team?

**For national programs, Canteen One manages all facets of customer relationship management, ensuring clients receive outstanding service and experiences.**

Our key account manager serves as your single point of contact to streamline the transition and operation of your break room. Each manager is supported by more than 300 Canteen One employees and their respective teams.

Through a centralized management system, your key account manager oversees the day-to-day operations of the local branches to ensure your standards, service level and program offerings remain the highest level of quality. They work diligently with a comprehensive network of professionals, including local customer service managers, route drivers, warehouse supervisors, equipment technicians and delivery personnel, etc. – the same great local teams you have come to know and trust that operates the business daily.



**ERIK SNYDER**  
CEO, Canteen



**PHIL RICHARD**  
President, Canteen One



**KATIE WINTER**  
VP, National Accounts



**CHRISTA REINERT**  
Senior Director, CoreTrust

**CLIENT SERVICES MANAGER**



**ERIC QUICK**  
Key Account Manager  
Your Single Point of Contact

*Eric has been a partner with the City of Houston and will remain the main point of contact specific for Houston.*

- Local to Houston
- 28 years in the refreshment services industry
- 18 years dedicated customer service
- Eric was awarded Canteen’s High Flyer of The Year Award for Exceptional Customer Service
- Houston was awarded Canteen Branch of the Year Award 2022 and 2024

# SUPPORT TEAMS

*Canteen One has more than 300 dedicated staff solely focused on managing national accounts. Behind each client service manager is a small army of support personnel, detailed in the categories below.*



## Invoice Consolidation Team

- Client-specific invoice submission process identified and communicated to invoice consolidation team
- Team checks invoice pricing against pricing in agreement for contractual compliance



## Reporting

- Intelisight portal - Online client-facing portal that reports sales detail, spend detail and other client metrics



## Analytics

- Geofence customer snack preferences by category or geographical location
- Machine-level tracking for sales reporting, customer service response and monitoring



## Customer Service Excellence

Managed by your client service manager to collect critical program information:

- Company initiatives
- Healthy programs
- Pertinent contact information (local level and overall)



## Implementation Team

- Dedicated to project launches
- Works in conjunction with Canteen sales director and client for smooth transition
- New client rollout team sets up all account information for finance, service routing and organizational structure
- Ensures Canteen Connect stickers/QR codes for service requests are in place
- Determines go-live date



## Field Support

- Updates clients on milestones as they move through surveys, install dates, etc.
- Sets up equipment once installs have been completed in the field



## RECRUITING



We are committed to delivering that same high level of talent to the City of Houston. To do so, we have a recruiting team with a deep bench of industry experience.

The City of Houston will have the full support of a Canteen recruiter to assist with the sourcing and hiring of positions at all levels. Your Canteen recruiter will also have the assistance of the broader Compass Group Talent Acquisition team.

Beyond our experienced recruiters, we offer unique features throughout our recruiting process that help us find top talent effectively and efficiently. One recruiting tool that has proved invaluable is our recruiting technology platform, PeopleHub.

## PEOPLEHUB

PeopleHub is used by hiring managers seeking candidates for both salaried and hourly positions. Using PeopleHub across all positions bridges the gap between the challenges of managing a 320,000-person workforce while hiring over 100,000 associates annually. It is a best-in-class technology that enables Compass Group to better attract and retain top talent. Here's a quick snapshot at some of our other recruiting practices:

- Behavior-based interview training
- Panel interviews
- Digital forms through SuccessFactors
- Referral incentives
- Diversity and veteran initiatives
- Internal and external talent pool databases
- Video interviews using HireVue
- Text message-based and chat bot-based apply options
- Virtual hiring events



## BACKGROUND CHECKS

All offers for employment or transfer extended to an Applicant or a Transferring Applicant will be contingent upon successful completion of a background check, including, at a minimum, criminal history checks and employment verification. Additional checks, including but not limited to motor vehicle records checks, Department of Transportation/Driver Qualification checks, fingerprinting, elder or child abuse registry checks, sex offender checks, FACIS checks (which include OIG/GSA checks), and global sanctions checks, may be required consistent with business necessity depending on business needs, the position and applicable laws or regulations.

The Company will conduct all third party background checks in accordance with the Fair Credit Reporting Act (FCRA), other applicable federal, state and local laws, and the Company's procedures, including licensing requirements under state and federal law as required per position.

## DRUG TESTS

Compass Group does not require a drug screen as part of the preemployment screening process. However, if clients require drug screens, we will include it in the pre-screening process.

To the extent permissible by law, offers of employment with the company are conditioned upon the candidate submitting to and successfully completing and passing a drug and alcohol test.

When the client contract requires drug testing of personnel, Compass Group administers a standard 9-Panel drug test for preemployment testing, unless otherwise required by client contract or law.

Additionally, Compass Group conducts drug tests as part of its post-incident drug and alcohol testing program. This program is implemented to maintain a drug and alcohol-free work environment that promotes safety, good health, and efficient work behaviors.





#### 4.0 Specifications/Product Offerings/Options (10 Points)

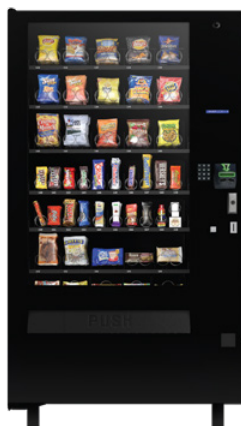
Prospective Contractors shall submit optional recommended product offerings. Costs associated with the optional recommended products must be included on this form and must not be included in the completed pricing response.

Provide technical specifications for vending machines. Proposers must also specify whether or not their proposed vending machines offer touchscreen features and, if so, what they are.

## EQUIPMENT SOLUTIONS

*From traditional machines to the latest AI-powered robot vendors, our equipment options will make your vending solution simple, accessible and adaptable to the unique needs of your guests.*

*The quoted vending machine equipment may exhibit minor regional variations due to inventory availability. However, all units will maintain comparable specifications and deliver identical functionality to meet your requirements.*



## CRANE MODEL 187



### Specifications

**Height:** 72"

**Width:** 44"

**Depth:** 35"

**Weight:** 610 lbs.

**Electrical:** 120 VAC

**Certifications:** UL, cUL,  
CE, FCC, NAMA

### Key Features

- **Nutritional Information**
  - Provides easy-to-read nutritional facts (available for both 3.5-inch color display and 7-inch touchscreen).
- **Color Displays** - Pick from two stunning user interfaces to grab consumer attention that can display promotions.
- **Payment Options:** Accepts cash, debit/credit cards, Apple Pay and Google Pay.
- **Shopping Cart** - Enables multiproduct purchases in one, simple transaction. Consumers can pay before or after selection.
- **Guaranteed Product Delivery**
  - Crane's SureVend technology ensures product delivery.

## VENDORS EXCHANGE 167



### Specifications

**Height:** 72"

**Width:** 39"

**Depth:** 35"

**Weight:** 655 lbs.

**Electrical:** 120 VAC

### Key Features

- **Touchscreen** - touchscreen improves customer experience displaying nutritional information, ads, and announcements.
- **Custom Graphics** - Create a unique look to with company messaging.
- **Payment Options:** Accepts cash, debit/credit cards, Apple Pay and Google Pay.
- **Energy Efficient LED Lights** - Motion activated LED lights draw customers to the machine and come with a five-year limited warranty.
- **Modern Design**- Sleek, attractive vending machine that is user-friendly.

## CRANE COTI VENDED COFFEE



### Specifications

**Height:** 72"

**Width:** 28"

**Depth:** 31"

**Weight:** 426 lbs.

**Electrical:** 120 VAC

### Key Features

- **21" Touchscreen** - and intuitive workflow to actively engage customers with a modern user experience
- **Extensive drink menus** - offering up to 25 beverage selections including espresso, cappuccino, caffe latte, and many other espresso based drinks.
- **Payment Options:** Accepts cash, debit/credit cards, Apple Pay and Google Pay.
- **Flexible User Interface** - Allows operators to customize drink menu, drink names, and screen content and images, plus enable full HD video content.



# BEVERAGE

## BEVMAX GLASS FRONT

### 713 WIDE

Height: 72"

Width: 47"

Depth: 32"

Weight: 764 lbs.

Electrical: 115 VAC, 60 Hz, 10.2A

Selection: 45

Capacity: 360

### Key Features

- **Nutritional Information -**  
Inform consumers with a large display of easy-to-read facts to support FDA requirements.
- **Digital Advertising -** Encourage sales while building brand loyalty with display advertising and interactive promotions throughout the purchase experience.
- **Shopping Cart -** Enable multiproduct purchases with one, simple transaction.
- **Integrated Cashless Payment -**  
Accepts cash, debit/credit cards, Apple Pay and Google Pay.
- **Incredible Variety -** Increase sales and consumer satisfaction with the greatest product selection in the industry.



Mockups are for conceptual purposes only.

# CLOSED-FRONT DRINK MACHINE

We offer a variety of closed-front vending options to meet your needs. One option is below.

## SPECIFICATIONS

Height: 72"

Width: 39"

Depth: 34.5"

## KEY FEATURES

- Time-tested product delivery system design for reliable vending every time
- Energy-efficient design with smart controls, cyclopentane insulation, and optional CO2 refrigeration.
- Easy servicing with slide-out rack and retainer for consistent product alignment
- Epoxy coated vend chute provides smooth product delivery.
- Accepts cash, debit/credit cards, Apple Pay and Google Pay.



## ADA-Compliant Machines

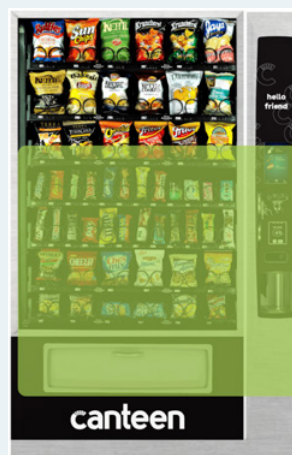
At Canteen, we passionately believe that collaborating with our clients to provide ADA solutions is essential for providing inclusive break time experiences.

Our commitment involves leveraging innovative approaches in merchandising, technology, and equipment to ensure accessibility that goes beyond the ordinary, redefining how we serve you.

Setting up equipment in accordance with ADA regulations ensures machines are accessible.

## HEIGHT REQUIREMENTS

ADA standards for vending machine elements - buttons, buckets, switches, cashless device, bill validator, etc. - should be between 15 inches and 48 inches off the ground.



ADA Recommended



Describe the healthy options and programs you provide.



## CHOICE PLUS

With **Choice Plus**, we make the healthy choice the easy choice by supporting a healthier lifestyle on-the-go. Choice Plus was designed by our team of registered dietitians and culinary experts to arm our consumers with the power of information. We curated a list of products that meet criteria supported by the latest nutrition and consumer research.



### FRESH FOOD

- Fewer than 400 calories
- Zero grams of trans fat
- Fewer than 5 grams saturated fat
- Fewer than 600 milligrams of sodium



### SNACKS

- Fewer than 250 calories
- Zero grams of trans fat
- Fewer than 3 grams saturated fat
- Fewer than 230 milligrams of sodium
- Fewer than 20 grams of sugar



### BEVERAGES

#### Better for You

- Milk: Low fat, no fat and nondairy
- Fruit juice: No added sweetener
- Vegetable juice: 100% juice
- Juice blends: 100% juice with no added sweetener

#### Best for You

- Unsweetened still and sparkling water
- Flavored and unflavored water
- Unsweetened coffee and tea
- Unsweetened coconut water
- Zero-calorie sweetened beverages



While Choice Plus is our internal program, we recognize that the City of Houston would like healthy products that meets similar requirements. We will partner to create a menu of best performing items to offer that meet this criteria.

### CITY OF HOUSTON HEALTHY PRODUCTS REQUIREMENTS

- 200 calories or less
- 35% of weight from total sugars or less
- 200mg of sodium or less
- 35% of calories from total fat or less
- Less than 10% of calories from saturated fats.

**Discover our exciting range of hot food options and cutting-edge frictionless technology. Availability and pricing varies regionally.**



**Yo-Kai Express**

### **Yo-Kai Express**

Gone are the days when we have to resort to eating leftovers or junk food. Offering a diverse product selection and an easy-to-use touchscreen menu, hearty noodle and rice bowls are steamed to perfection in minutes.



### **Just Baked and Bake Xpress**

How would you like to have artisan freshly baked pastries, flatbreads and more available 24/7 at your location? Guests love the easy-to-use touchscreen interfaces and delicious, fresh products.



**Just Baked and Bake Xpress**





***Additional Frictionless Innovations for your consideration:***

## Smart Market

Offer the variety your team and guests want. Smart Market is designed for public locations such as multitenant offices, hospitals and universities. Available in two-, three- or four-door cabinet configurations, or as a full store giving guests access to a complete array of convenience items, all with the same user-friendly shopping experience. It's as easy as tap, select and go!



**Smart Market**

## Avenue C Lite (Pico)

Think of it as our smallest Avenue C offering beverages and snacks in a small footprint to bring convenience to any location. There are no internal sensors or product tracking technologies. Customers simply scan their Connect and Pay® app or swipe/tap their credit card for access.



**Avenue C Lite (Pico)**

## Farmer's Fridge

With Farmer's Fridge, it's simple for everyone to eat fresh, healthy meals on the go or at home. Our network of smart fridges is designed to make finding fresh and healthy meals as simple as vending a candy bar.



**Farmer's Fridge**

## Stockwell

The smart tech inside learns what's selling and what's not to give people the perfect variety of favorites they want and essentials they need.



**Stockwell**

**We are proud to carry Energy Star rated equipment. This label appears only on equipment that meets strict energy use guidelines and ensures us our appliances are among the top energy performers in their class.**



What types of coffee brands and equipment can you provide?

Do you work with local roasters (SBEs, MWBEs, SDVOBs)?

## ROASTER PORTFOLIO

We have a portfolio of nationally recognized brands, local favorites and artisan roasters to satisfy a wide range of coffee and tea preferences. We create coffeehouse experiences within your workplace that will certainly put a smile on your team's faces. Here is a sampling of our brands with product solutions for every budget.



- BLK & Bold (MBE)
- Bean & Bean (MBE, WBE)
- Independence (WBE)
- Kahawa 1893 (MBE)
- Mothership (MBE, WBE, SBE)
- Progeny (MBE, WBE)
- Red Bay (MBE)
- Three Keys Coffee (MBE, WBE)
- Portrait Coffee (MBE)

### Local to Houston

#### PARKS COFFEE

*Parks Coffee offers a variety of coffee products, including K-cups, fraction packs and whole beans.*

Parks Coffee Roastery & Cafe is located in Carrollton, Texas, at 1401 Mac Arthur Drive.



#### INDEPENDENCE COFFEE

*A community of coffee and tea enthusiasts.*

As a women-owned coffee roaster, Independence Coffee, believes in creating partnerships and supporting the growth of other women-owned businesses. Our mission is to build a passionate community of coffee and tea enthusiasts by providing high-quality, hand-roasted coffees and hand-blended tea products, while honoring traditional roasting and blending methods.



*Tradecraft is our craft coffee and tea division providing expert solutions for your team.*

We believe delicious coffees, teas and beverages have the power to transform the spaces where people gather and collaborate. Supported by marketing, training and equipment, a full solutions coffee experience elevates your business for your people and guests.

## Local Supporting Local

As one of the nation's largest distributors of local coffee, we are passionate about supporting those in our backyard. It's more important now than ever to have each other's backs.

**We can help you support your local community through a variety of specialty coffee, tea and draft products.**





*We offer an expansive selection of coffee equipment and solutions that fit your needs.*



## **ESPRESSO MACHINES**

When you want customized offerings, brewed cappuccinos, lattes, Americanos, mochas and other specialty espresso drinks, we've got you covered. With our lineup of machines, we can bring a coffee shop experience to your organization, regardless of size.

---



## **SINGLE-CUP COFFEE MAKERS**

Looking for individualized offerings? Single-cup coffee brewers are ideal for organizations of all sizes, especially when your crew prefers to select their own blend or flavor. We carry single-serve coffee makers from Keurig, Flavia and more, using either cups or pods, allowing users to customize each cup of coffee.

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## **HIGH-VOLUME COFFEE BREWERS**

These machines are ideal for brewing in high-demand areas of your office, foodservice or hospitality location quickly and provide guests with a quality cup of coffee.

---



## **BEAN-TO-CUP COFFEE MACHINES**

Brewing the freshest cup of joe in minutes, a bean-to-cup brewer grinds and brews coffee with the touch of a button. Each cup is ground fresh, utilizing your favorite beans from national brands or your neighborhood roaster. Perfect for teams of all sizes, these brewers offer a range of blends and espresso drinks in a variety of sizes.

---



## **FRESH-BREWED COFFEE**

Perfect for midsize (over 25 people) to large organizations, thermal coffee pots and airpot coffee makers are a popular option. Designed to fit under most countertop cabinets and plumbed straight to your water line, you don't need to worry about refilling anything before brewing.

Please describe a good, better, and best option example.

## ROASTER PORTFOLIO

We have a flexible range of solutions to suit every budget and preference. With a portfolio of nationally recognized brands, local favorites and artisan roasters, we're committed to creating coffeehouse experiences right in your break room. Here's an example of our Standard, Premium and Craft options.

### Standard (Good)



# DIVERSE, LOCAL AND CAUSE-BASED PRODUCTS

## Supplier Diversity

*Canteen is dedicated to supporting diverse-owned businesses across the country through our inclusive procurement initiatives. From snacks and beverages to cleaning supplies and coffee filters, our robust portfolio of more than 100 (and growing) diverse-owned suppliers allows you to support diverse and disadvantaged businesses and your communities through our partnership.*

### **Our support for diverse-owned businesses includes:**

- A dedicated team of product innovation experts that forages for certified diverse-owned brands across the country.
- Identifying opportunities for those brands within our business and partnering with them to determine how to best provide their items within our portfolio.

If there are roadblocks to success, we will help businesses navigate those challenges through programs like our Diverse Supplier Accelerator program and Emerging Brand Contracting processes. Bottom line, we want to make it easy for these brands to find success in our business.

### **As a Canteen client, you receive:**

- Access to a local supplier diversity catalog, showcasing the items available in your area.
- Monthly reporting on the amount of diverse supplier business you have supported.
- Marketing support to help your customers understand how their purchases are making a difference.





## EverBar

*Local to Houston and Family-Owned*



Scan the QR code to see the recent feature on EverBar in the Houston Chronicle.



### Diverse Suppliers for Canteen Houston

#### Type

|                             |                          |
|-----------------------------|--------------------------|
| Independence Coffee         | Women-Owned              |
| Three Keys Coffee           | HUB/Women-Owned/Minority |
| Indies Coffee               | Veteran-owned            |
| Parks Coffee                | Local                    |
| EverBar chocolate wafer bar | Local                    |
| Blitzed Water bottled water | Local                    |
| Texas Biltong               | Local                    |
| Cold Pressed Company        | Local/Women-Owned        |

6.4.27 Proposer shall provide a transition plan for how long it will take from the time of award to implementation of service plan including how machines will be added, moved and removed from facilities. Vending machines and service should be operational no later start of the contract term.

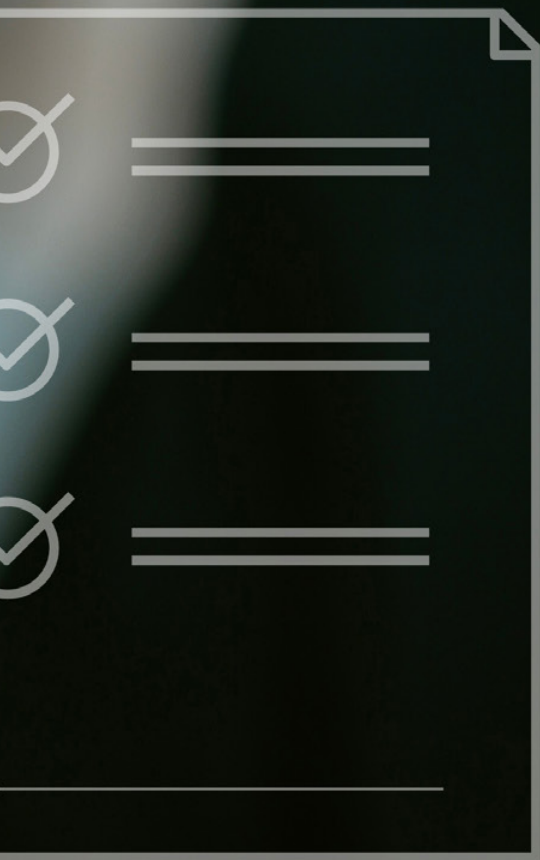
**Our current partnership with the City of Houston - where our local teams are already familiar with the various spaces and specific needs - will allow us to be more efficient and seamless during the transition and implementation phase, making the upgrade process easy and timely. After the award and execution of the agreement, we will work toward a 4-8 week transition and implementation timeline per the following:**

## Transition and Implementation Timeline Overview

We ensure a successful transition with our detailed process to onboard accounts. Canteen services a broad range of companies. We have successfully managed and transitioned accounts (government agencies, supply chain companies, etc.) with thousands of locations across the country. Our methodical approach ensures, from Day 1, we work to have a seamless, efficient transition. Timeline includes:

- **Build Program** - Define program requirements, initial communication to sites, incumbent site list and cancellation notice to incumbents.
- **Survey Initiation** - Schedule/conduct surveys and provide survey recommendations.
- **Survey Review** - Solution review with client, equipment approval and client communications and facility enhancements.
- **Equipment Requirements** - Order equipment, receive equipment, schedule incumbent removal and client communications.
- **Program Installations** - Schedule installations, preinstall site notifications, incumbent removals, installations, site experience follow-up and post-install client communications.







TAB 5

# Exceptions to Sample Contract



Provide any exceptions to the Sample contract and include the rationale for taking the exception. If alternate language is proposed, include the proposed language for consideration, along with the corresponding Article Nos. within the RFP.



CANTEEN ONE, LLC RESPONSE TO  
CITY OF HOUSTON, TX  
REQUEST FOR PROPOSALS FOR  
VENDING MACHINES AND RELATED PRODUCTS AND SERVICES

Canteen One, LLC ("Canteen One") is confident that it will be able to partner with City of Houston, TX ("Lead Agency") and CoreTrust to develop an agreement that meets the needs of the parties and potential participating agencies. Accordingly, Canteen One's proposal is subject to and conditioned upon the negotiation of a mutually agreeable resulting contract between the parties.

**1. Canteen One proposes the following changes to the City of Houston, TX Request for Proposal ("RFP") and proposed Master Cooperative Purchasing Agreement ("MSA"):**

**A. Pricing.**

- i. *MSA §§ 1 & 3.a.* Canteen One agrees to the price adjustment language of the proposed MSA, except as follows:

Charges. All amounts to be paid by Program Participants for Products & Services are provided in the cost proposal attached to the solicitation as Section O ("Cost Proposal"), or as otherwise agreed and as adjusted pursuant the terms of this Master Agreement. ~~Supplier agrees that there are no other rates, fees, charges, or other monetary incentives for Products & Services except those listed in Supplier's Cost Proposal.~~

Restrictions. ~~All pricing is "Not To Exceed," where Program Participants shall receive pricing that does not exceed the per unit pricing provided in Respondent's Cost Proposal.~~ No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing ~~immediately promptly~~ upon Supplier's determination of any price increase, ~~and all price increases shall be requested in writing to Lead Agency.~~ Supplier shall deliver to ~~Lead Agency~~ CoreTrust manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved ~~in writing by Lead Agency's authorized representative by CoreTrust~~ in order to take effect, ~~and no payment for additional materials or services beyond the amount stipulated in the Cost Proposal shall be paid without such prior approval.~~ Supplier shall maintain all current pricing on file with CoreTrust, ~~and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.~~

- ii. *RFP Appendix B, Section F § 12.* Canteen One expressly objects to the price adjustment restrictions and adjustment cadence set forth in Appendix B, Section F § 12 ("Rates may be adjusted at twenty-four (24) months after contract award, again at forty-eight (48) months after award, and a final time in the event of a contract extension. Such an adjustment . . .").

**B. Insurance.** *MSA § 7.* Canteen One requests the following revisions to the insurance requirements to comport with its written insurance policies:

During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance (at a minimum, Commercial General Liability in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate and Auto Liability in the amount of \$1,000,000 per occurrence for combined single limit) applicable to any claims, liabilities, damages, costs, and expenses arising out of its performance under this Master Agreement and with respect to, or arising out of, Supplier's provision of Products & Services to Program Participants. Lead Agency, CoreTrust, and their respective officers, directors, ~~employees,~~ and agents shall be named as certificate holders on Supplier's related insurance policies.



CANTEEN ONE, LLC RESPONSE TO  
CITY OF HOUSTON, TX  
REQUEST FOR PROPOSALS FOR  
VENDING MACHINES AND RELATED PRODUCTS AND SERVICES

2. Canteen One requests the following changes to the proposed Administration Agreement (“Admin Agreement”). These requested changes are consistent with the Canteen One – CoreTrust Purchasing Agreement dated November 1, 2023.
- A. **Administrative Fee.** *Admin Agreement Attachment A, § 3.a-b.* Canteen One will pay a 3% Administrative Fee based not on “Total Sales” but rather based on “Net Sales” defined as reported coffee, unattended vending and vending products sold to Lead/Participating Agency pursuant to a the resulting Master Cooperative Purchasing Agreement multiplied by the initial unit selling prices less applicable taxes, redemption values (if applicable), container deposits (if applicable), perishable food that is required to be frozen or refrigerated, fresh pastries and cake, and theft or spoilage of products.
- B. **Termination.** Administration Agreement Attachment A, § 2.b-c . Canteen One requests mutual termination rights as follows:
- b. **Termination.** ~~Supplier’s Either Party’s~~ failure to maintain its covenants and commitments contained in this Admin Agreement shall constitute a material breach of this Admin Agreement. If such breach is not cured within thirty (30) days of written notice to ~~Supplier~~the breaching Party, in addition to any and all remedies available at law or equity, ~~CoreTrust~~the non-breaching Party shall have the right to terminate this Admin Agreement, ~~at CoreTrust’s in its~~ sole discretion.
- c. **Effects of Termination.** Upon termination of this Admin Agreement for any reason, ~~:(i) Supplier shall continue making Administrative Fee payments to CoreTrust generated by Participating Agencies’ purchase of Products & Services to the extent that Supplier continues to generate revenue from each Participating Agency’s purchase of such Products & Services; and (ii) each Party shall immediately cease use of the other~~ Party’s trademarks, names, and logos.







# Legal Actions



Provide a list of any pending litigation and include a brief description of the reason for legal action.

**As a large foodservice company, Compass Group USA Inc. by and through its Canteen One Division ("Compass") is a party to litigious actions from time to time in the ordinary course of its business. However, the terms of such litigious actions are confidential and such litigious actions will not cause Compass to be unable to perform or fulfill any of its obligations under a contract with the City of Houston.**







# Conflict of Interest



Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the Proposal.

**Canteen One affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. Canteen One provides food/support service management pursuant to contracts with other clients. No such contractual relationships create a conflict with contractor's performance of services hereunder.**







TAB 8

# Forms and Certifications



Complete and return all forms and certifications provided in Section B – Lead Agency Requirements,  
REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL.

1.0 Offer and Submittal, List of References, and List of Proposed Subcontractors (Exhibit I).

**EXHIBIT I  
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

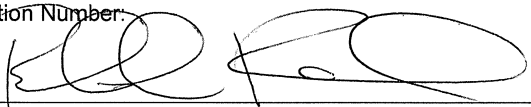
"THE PROPOSER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

Phil Richard, Canteen One, LLC

City of Houston Vendor No. (If already doing business with City):  
20050378

Federal Identification Number:  
20-1641685

By:   
(Signature of Authorized Officer or Agent)

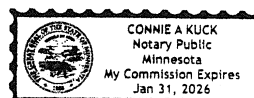
Printed Name: Phil Richard  
Title: President  
Date: 5/1/25  
Address of Contractor: 700 N 5th St Minneapolis, MN 55401

Telephone No. of Contractor: (763) 287-7200

Signature, Name and title of Affiant: Connie A Kuck

Minnesota  
(Notary Public in and for)

Hennepin County, ~~Texas~~ Minnesota  
My Commission Expires: 31<sup>st</sup> day of Jan 20 26





**EXHIBIT I  
REFERENCES  
LIST OF PREVIOUS CUSTOMERS**

1. Name: Lone Star College System Phone No.: 832-813-6626  
Address: 5000 Research Forest Drive, The Woodlands, TX 77381  
Contract Award Date: 2018 Contract Completion Date: Autorenewal to Present  
Contract Name/Title: Canteen Services Agreement  
Email: Tammy.Hosea@lonestar.edu  
Project Description: Dining, Vending, and Micro markets
  
2. Name: Shell – All Houston Sites Phone No.: 281.667.6043  
Address: 150 n. Dairy Ashford Road, Houston, TX 77079  
Contract Award Date: 2014 Contract Completion Date: Autorenewal to Present  
Contract Name/Title: Canteen Services Agreement  
Email: rachel.moore@shell.com  
Project Description: Vending, Micromarkets & Office Coffee Services
  
3. Name: Houston Community College System Phone No.: 713-718-5206  
Address: 3100 Main St., Houston, TX 77002  
Contract Award Date: 2021 Contract Completion Date: Currently Servicing- 2025  
Contract Name/Title: Canteen Services Agreement  
Email: jackqueline.swindle@hccs.com  
Project Description: Dining, Vending, Micromarkets and Office Coffee
  
4. Name: Worley – Multi Site Partnership Phone No.: 832-691-0112  
Address: 5995 Rogerdale, Houston, TX 77072  
Contract Award Date: 2019 Contract Completion Date: Autorenewal to Present  
Contract Name/Title: Canteen Services Agreement  
Email: john.beltrami@worley.com  
Project Description: Vending, Micromarkets & Office Coffee

**EXHIBIT I**  
**LIST OF SUBCONTRACTOR(S)**

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

**SEGREGATED PART OF WORK**

**SUBCONTRACTOR/SUPPLIER**

Vending Machine Services

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

Vending Machines for Parks and Rec

Johnson Vending (Houston only)\*

\*Johnson Vending has been a partner with Canteen servicing Parks and Recreation for 30 years. If the City of Houston prefers, Canteen can directly service the Parks and Recreation locations.

\*\*Additional subcontractors may be needed for other participating agencies.



**EXHIBIT II  
ATTACHMENT “D”  
DECLARATION OF HIRE HOUSTON FIRST DESIGNATION**

**DIRECTIONS:** Execute the declaration below regarding your company’s status as a Hire Houston First (HHF) designated company. **Fill out the appropriate box below and leave the other blank.**

*If your company does not have a HHF designation and would like to apply for designation go to: [www.houstontx.gov/obo/hirehoustonfirst.html](http://www.houstontx.gov/obo/hirehoustonfirst.html) at least 10 working days prior to submitting a bid or proposal.*

|           |                                                                                                                                                                |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.</b> | This certifies that Bidder/Proposer, _____, is a Hire Houston First designated <b>City Business (CB)</b> . A valid certificate of designation is attached.     |
|           | <div style="display: flex; justify-content: space-between;"><div>_____/_____<br/>Print Name</div><div>_____<br/>Signature</div><div>_____<br/>Date</div></div> |

|           |                                                                                                                                                                |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2.</b> | This certifies that Bidder/Proposer, _____, is a Hire Houston First designated <b>Local Business (LB)</b> . A valid certificate of designation is attached.    |
|           | <div style="display: flex; justify-content: space-between;"><div>_____<br/>Print Name</div><div>_____<br/>Signature</div><div>_____/_____<br/>Date</div></div> |

***Note from Canteen-Houston:***

---

*Although we cannot qualify for the Hire Houston first Designation, we are proud to be a longstanding part of the Houston, TX community, serving 2,402 accounts since 1974. Our branch supports 197 market accounts, 1,515 vending accounts, and 690 Office Coffee Service accounts. We employ 310 people, including six veterans, demonstrating our commitment to the local economy and workforce while delivering exceptional customer service.*

---

**Our subcontractor, C&A Johnson Vending is a Hire Houston First member.**



**John Whitmire**

**Mayor**

Cylenthia Hoyrd  
Director  
P.O. Box 1562  
Houston, Texas 77251-1562

T. 832.393.0600  
F. 832.393.0647  
[www.houstontx.gov](http://www.houstontx.gov)

C&A JOHNSON VENDING SERVICE, INCORPORATED  
5730 Royalton St  
Suite H  
Houston, TX 77081

April 25, 2025

Dear Edgar Johnson:

CONGRATULATIONS! Your application for designation as a City/Local Business (CB/LB) under the Hire Houston First program is approved. The approval is contingent upon your firm maintaining designation eligibility.

We have designated C&A JOHNSON VENDING SERVICE, INCORPORATED as eligible to participate in the Hire Houston First program. The designation covers only the company that is listed in this letter, not any other company with which you may be associated.

You can view the details of your designation online at <https://houston.mwdbe.com/?GO=1153>, and your firm is listed in the Hire Houston First directory at <https://houston.mwdbe.com/registry.asp>.

Please be sure to report company changes such as principal place of business, company headquarters, address, phone number, workforce changes, etc. to us immediately, as any subsequently discovered material misrepresentation in the designation application and affidavit form will be reason for revocation of designation, revocation of a contract awarded on the basis of an advantage gained by submitting false information or even debarment per Section 15-1203(1)(c) of the Houston City Code.

For more information about the requirements of the Hire Houston First program and Chapter 15, Article XI of the City of Houston's Code of Ordinances, please refer to the following link:

<http://www.houstontx.gov/obo/hirehoustonfirst.html>

All suppliers and contractors interested in submitting on-line bids for products and services procured by the City of Houston must first register for a Web Site Account. Once your firm is registered as a vendor with the City of Houston, you may then proceed to place bids and update your company's profile. If you have not yet registered as a supplier, vendor or contractor, please refer to the following link for assistance.

[http://purchasing.houstontx.gov/files/Vendor\\_Registration\\_2015.pptx](http://purchasing.houstontx.gov/files/Vendor_Registration_2015.pptx)

Again, congratulations. We welcome your participation and wish you every success.

Very truly yours,

A handwritten signature in black ink, appearing to read "C. Hoyrd".

Cylenthia Hoyrd  
Director  
The Office of Business Opportunity





John Whitmire, Mayor



# CITY OF HOUSTON

Office of Business Opportunity  
[www.houstontx.gov/obo](http://www.houstontx.gov/obo)

**C&A JOHNSON VENDING SERVICE, INCORPORATED**

is duly designated as a

**HIRE HOUSTON FIRST**  
**City/Local Business (CB/LB)**

A handwritten signature in black ink, likely belonging to the Director of the Office of Business Opportunity.

**Director, Office of Business Opportunity**

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm no longer satisfy the Principal Place of Business requirements of the City of Houston's Hire Houston First program. This certificate is valid as long as this company is listed in the City of Houston's Hire Houston First online directory.

### EXHIBIT III

#### CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII. City Contracts; Indebtedness to City](#));
- b. The City of Houston Fair Campaign Ordinance ([Chapter 18 of the Code of Ordinances](#)); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#)).

**Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Except as noted below regarding the Statement of Residency, failure to provide this information may be just cause for rejection of your bid or proposal.**

#### NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, pursuant to Section 18-36 of the Code of Ordinances, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

#### INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities shall disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
  - a. If a firm is operating under an assumed name, the following format is recommended:  
*Corporate/Legal Name DBA Assumed Name.*
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

# CITY OF HOUSTON OWNERSHIP INFORMATION FORM

REV. 12/23/2019

## PROJECT AND BID/PROPOSAL PREPARER INFORMATION

**Project or Matter Being Bid:** \_\_\_\_\_ REQUEST FOR PROPOSALS ISSUED BY CITY OF HOUSTON, TX FOR VENDING MACHINES AND RELATED PRODUCTS AND SERVICES (CORETRUST) \_\_\_\_\_

### **Bidder's complete firm/company business information**

Name: Canteen One, LLC  
 Business Address [No./Street] 700 N. 5<sup>th</sup> STREET  
 City / State / Zip Code Minneapolis, MN 55401  
 Telephone Number (763) 287-7200

### **Bidder's email address**

Email Address: prichard@canteenone.com

### STATEMENT OF RESIDENCY

(THE STATEMENT OF RESIDENCY PORTION OF THIS DOCUMENT IS **NOT APPLICABLE** IF THE SOLICITATION INDICATES FEDERAL FUNDS WILL BE USED)

**TEX. GOV'T CODE** §2252.001, §(4) defines a "**Resident bidder**" as a bidder whose principal place of business\* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**TEX. GOV'T CODE** §2252.001§ (3) defines a "**Nonresident bidder**" as a bidder who is not a resident in this state.

\* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- ☐ TEXAS RESIDENT BIDDER  
☒ NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders?

Sometimes

If so, you must attach a copy of the statute to this Document.

A copy of the State of \_\_\_\_\_ statute is attached. See <https://comptroller.texas.gov/purchasing/bidder-preference/minnesota.php>

**NOTE:** The State of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.



**CITY OF HOUSTON OWNERSHIP INFORMATION FORM**  
REV. 12/23/2019

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

**FOR PROFIT ENTITY:**

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☒ LIMITED LIABILITY COMPANY
- ☐ OTHER (*specify in space below*)

**NON-PROFIT ENTITY:**

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

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LISTING OF ADDRESSES

List all current and prior addresses where the bidder does/has done business or owns property (real estate and/or business personal property) in the city of Houston (“Houston”) in the past 3 years from the date of submittal of this form. If within the past 3 years from the date of submitting this form, the bidder does not and has not done business and has not or does not own property (real estate and/or business personal property) in Houston, please state “None” on the first line below.

None

Address 

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Address 

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Address 

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**ATTACH ADDITIONAL SHEETS AS NEEDED.**

**CITY OF HOUSTON OWNERSHIP INFORMATION FORM**  
REV. 12/23/2019

**LISTING OF OFFICERS**

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

|      |                     |         |
|------|---------------------|---------|
| Name | <u>See Attached</u> |         |
|      | Officer             | Address |
| Name |                     | Address |
|      | Officer             | Address |
| Name |                     | Address |
|      | Officer             | Address |
| Name |                     | Address |
|      | Officer             | Address |
| Name |                     | Address |
|      | Officer             | Address |
| Name |                     | Address |
|      | Officer             | Address |

**LISTING OF DIRECTORS OR MEMBERS**

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

|      |                     |         |
|------|---------------------|---------|
| Name | <u>See Attached</u> |         |
|      | Director or Member  | Address |
| Name |                     | Address |
|      | Director or Member  | Address |
| Name |                     | Address |
|      | Director or Member  | Address |
| Name |                     | Address |
|      | Director or Member  | Address |
| Name |                     | Address |
|      | Director or Member  | Address |

Canteen One, LLC

Report Name: Officers/Directors/Management  
Created By: Julia Atchison  
Date Created: 04/28/2025 2:43:23 PM  
Date Format: MM/DD/YYYY

| Name                       | Title                                                 | Expires On | Term      |
|----------------------------|-------------------------------------------------------|------------|-----------|
| Briotte, Kristin Elizabeth | Assistant Secretary                                   | 12/31/2999 | Perpetual |
| Goldring, David            | Chief Financial Officer                               | 12/31/2999 | Perpetual |
| Harjes, Heather            | Chief Accounting Officer                              | 12/31/2999 | Perpetual |
| McConnell, Jennifer        | Executive Vice President, General Counsel & Secretary | 12/31/2999 | Perpetual |
| Richard, Phillip           | President and CEO                                     | 12/31/2999 | Perpetual |
| Rossitch, Richard James    | Assistant Secretary                                   | 12/31/2999 | Perpetual |
| Thomas, Daniel             | Sr. Vice President and Treasurer                      | 12/31/2999 | Perpetual |



Compass Group USA, Inc.

Report Name: Officers/Directors/Management  
Created By: Julia Atchison  
Date Created: 04/28/2025 2:47:07 PM  
Date Format: MM/DD/YYYY

| Name                       | Title                                                 | Expires On | Term      |
|----------------------------|-------------------------------------------------------|------------|-----------|
| Briotte, Kristin Elizabeth | Assistant Secretary                                   | 12/31/2999 | Perpetual |
| Glenn, David               | Compliance Officer - Maryland                         | 12/31/2999 | Perpetual |
| Harjes, Heather            | Chief Accounting Officer                              | 12/31/2999 | Perpetual |
| McConnell, Jennifer        | Director                                              | 12/31/2999 | Perpetual |
| McConnell, Jennifer        | Executive Vice President, General Counsel & Secretary | 12/31/2999 | Perpetual |
| Meredith, Adrian Llewelyn  | Director                                              | 12/31/2999 | Perpetual |
| Meredith, Adrian Llewelyn  | President & CFO                                       | 12/31/2999 | Perpetual |
| Rossitch, Richard James    | Assistant Secretary                                   | 12/31/2999 | Perpetual |
| Thomas, Daniel Malcolm     | Sr. Vice President and Treasurer                      | 12/31/2999 | Perpetual |

# **CITY OF HOUSTON OWNERSHIP INFORMATION FORM**

REV. 12/23/2019

## **DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS)**

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. Do NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.

ATTACH ADDITIONAL SHEETS AS NEEDED.

### **Contracting Entity:**

|                               |                         |
|-------------------------------|-------------------------|
| Name:                         | Canteen One, LLC        |
| Business Address [No./Street] | 700 N. 5th Street       |
| City / State / Zip Code       | Minneapolis, MN 55401   |
| Telephone Number              | (763) 287-7200          |
| Email Address:                | prichard@canteenone.com |

## **DISCLOSURE OF OWNERSHIP (OR NON-PROFIT OFFICERS) *continued.***

### **Owner(s) of 10% or More (IF NONE, STATE "NONE."):**

|                                |                                |
|--------------------------------|--------------------------------|
| Name:                          | Compass Group USA, Inc.        |
| Business Address [No./Street]  | 2400 Yorkmont Rd               |
| City / State / Zip Code        | Charlotte, NC 28217            |
| Telephone Number               | 704-328-4000                   |
| Email Address:                 | David.Goldring@compass-usa.com |
| Residence Address [No./Street] | 2400 Yorkmont Rd.              |
| City / State / Zip Code        | Charlotte, NC 28217            |

### **Owner(s) of 10% or More (IF NONE, STATE "NONE."):**

|                                |  |
|--------------------------------|--|
| Name:                          |  |
| Business Address [No./Street]  |  |
| City / State / Zip Code        |  |
| Telephone Number               |  |
| Email Address:                 |  |
| Residence Address [No./Street] |  |
| City / State / Zip Code        |  |

ATTACH ADDITIONAL SHEETS AS NEEDED.

**CITY OF HOUSTON OWNERSHIP INFORMATION FORM**

REV. 12/23/2019

**OPTIONAL: TAX APPEAL INFORMATION**

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

|                              |  |
|------------------------------|--|
| Debtor (Firm or Owner Name): |  |
| Tax Account Nos.:            |  |
| Case or File Nos.:           |  |
| Attorney/Agent Name:         |  |
| Attorney/Agent Phone No.:    |  |
| Tax Years:                   |  |

Status of Appeal **[DESCRIBE]**:

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**If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.**

**REQUIRED: UNSWORN DECLARATION**

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Signed by: Phil Richard 4/29/2025  
D664B0E0FD41410... **Preparer's Signature** **Date**

Phil Richard

**Printed name**

President

**Title**

**NOTE:** This form constitutes a **governmental record**, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.



#### 4. Anti-Collusion Statement (Exhibit IV)

Docusign Envelope ID: E6D43719-0892-4596-AE15-6F92C863EA67

### EXHIBIT IV ANTI-COLLUSION STATEMENT

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

4/29/2025  
\_\_\_\_\_  
Date

Signed by:  
*Phil Richard*  
\_\_\_\_\_  
Propos \_D664B0E0FD41410...

## 5. Conflict of Interest Questionnaire (Exhibit V)

Docusign Envelope ID: E6D43719-0892-4596-AE15-6F92C863EA67

### EXHIBIT V CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                            | <b>FORM CIQ</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                      | <b>OFFICE USE ONLY</b><br><br><div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div> |                 |
| <p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p style="text-align: center; font-size: 1.2em;">Canteen One, LLC</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                            |                 |
| <p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                            |                 |
| <p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                            |                 |
| <p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    <span style="font-size: 1.2em;">N/A</span> </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    <span style="font-size: 1.2em;">N/A</span> </p> </div> |                                                                                                            |                 |
| <p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                            |                 |
| <p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                            |                 |
| <p><b>7</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p><b>Signed by:</b></p> <p style="font-family: cursive; font-size: 1.2em; color: blue;">Phil Richard</p> <p style="font-size: 0.8em;">Signature of vendor</p> </div> <div style="width: 20%; text-align: center;"> <p><b>4/29/2025</b></p> <p style="font-size: 0.8em;">Date</p> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                            |                 |

## 6. Equal Opportunity Clause (Exhibit VI)

Docusign Envelope ID: E6D43719-0892-4596-AE15-6F92C863EA67

### **Exhibit VI Equal Opportunity Clause**

The applicant/Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled,



terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant/Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant/Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant/ Contractor further agrees that it will refrain from entering into any contract or contract modification subject to [Executive Order 11246](#) of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Canteen One, LLC

Contractor Company Name

Phil Richard, President

Name and Title

Signed by:  
  
D664B0E0FD41410...

4/29/2025  
Date

7. Technical Proposal (Section N)

See "Tab 4" on page 19 for our response.

8. Cost Proposal (Section O)

See "Tab 9" on page 129 for our response.

9. Federal Contract Terms and Conditions Certification Form (Section C)

Docusign Envelope ID: E6D43719-0892-4596-AE15-6F92C863EA67



CORETRUST

**SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS**

*[Attachment to Follow]*



## FEDERAL CONTRACT TERMS AND CONDITIONS

When a participating agency seeks to procure goods and services using funds under a Federal grant or contract, specific Federal laws, regulations, and requirements may apply in addition to those under state law, including without limitation the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “**Uniform Guidance**” or “**EDGAR**” requirements).

All Respondents submitting proposals must complete this Federal Contract Terms and Conditions certification form regarding Respondent’s compliance with certain requirements which may be applicable to specific participating agency purchases using Federal grant funds. This completed form shall be made available to Participating Agencies for their use while considering their purchasing options when using Federal grant funds. Participating Agencies may also require supplier partners to enter into ancillary agreements, in addition to the Master Agreement’s general terms and conditions, to address the Participating Agency’s specific contractual needs, including contract requirements for a procurement using Federal grants or contracts.

**For each of the items below, Respondent should certify its agreement and ability to comply, where applicable, by having its authorized representative sign the acknowledgment at the end of this form.** If Respondent fails to complete any item in this form, CoreTrust shall consider Respondent’s response to be that it is unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the supplier partner using Federal funds.

### 1. SUPPLIER PARTNER VIOLATION OR BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where supplier partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award shall be subject to the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Participating Agency construction contract agreed upon by supplier partner and the Participating Agency which must be consistent with and protect the Participating Agency at least to the same extent as the Master Agreement.

The remedies under this agreement are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, I <sup>Initial</sup> agree to these supplier partner violation and breach of contract terms.

Does vendor agree? PR (Initials of Authorized Representative)

### 2. TERMINATION FOR CAUSE OR CONVENIENCE

When a participating agency expends Federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by supplier partner in the event supplier partner fails to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to supplier partner, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent shall be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other supplier partners when it is in participating agency’s best interest.

Does vendor agree? PR (Initials of Authorized Representative)

### 3. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause





provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and supplier partner agrees that it shall comply with such provision.

Does vendor agree? PR (Initials of Authorized Representative)

#### 4. DAVIS-BACON ACT

When required by Federal program legislation, supplier partner agrees that, for all participating agency prime construction contracts / purchases in excess of two thousand dollars (\$2,000), supplier partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, supplier partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, supplier partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the supplier partner is conditioned upon supplier partner's acceptance of the wage determination.

Supplier partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.") The Act provides that each supplier partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? PR (Initials of Authorized Representative)

#### 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, supplier partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, supplier partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one-and-a-half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? PR (Initials of Authorized Representative)

#### 6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier partner agrees to comply with the above requirements when applicable.



Does vendor agree?

PR

Initial

(Initials of Authorized Representative)

## 7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, supplier partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree?

PR

Initial

(Initials of Authorized Representative)

## 8. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier partner certifies that supplier partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier partner further agrees to immediately notify CoreTrust and all Participating Agencies with pending purchases or seeking to purchase from supplier partner if supplier partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?

PR

Initial

(Initials of Authorized Representative)

## 9. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) - Supplier partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, supplier partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Signed by:

Phil Richard

Respondent

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## 10. PROCUREMENT OF RECOVERED MATERIALS

For participating agency purchases utilizing Federal funds, Supplier partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may be required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring



solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement <sup>Initial</sup>am for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? PR (Initials of Authorized Representative)

11. PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using Federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, supplier partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, supplier partner agrees that the total price, including profit,





charged by supplier partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under supplier partner's Master Agreement.

Does vendor agree? <sup>Initial</sup> PR (Initials of Authorized Representative)

## 12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Supplier partner agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered <sup>Initial</sup> foreign country are also prohibited.

Does vendor agree? <sup>Initial</sup> PR (Initials of Authorized Representative)

## 13. DOMESTIC PREFERENCES FOR PROCUREMENTS

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

**"Produced in the United States"** means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**"Manufactured products"** means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical <sup>Initial</sup> and lumber.

Does vendor agree? <sup>Initial</sup> PR (Initials of Authorized Representative)

## 14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES

In addition to the foregoing specific requirements, supplier partner agrees, in accepting any purchase order from a Participating Agency, it shall make a good faith effort to work with Participating Agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including without limitation applicable record <sup>Initial</sup> keeping and record retention requirements.

Does vendor agree? <sup>Initial</sup> PR (Initials of Authorized Representative)

## 15. APPLICABILITY TO SUBCONTRACTORS

Supplier partner agrees that all contracts it awards pursuant to the Master Agreement shall be bound by the foregoing terms and conditions.

Does vendor agree? <sup>Initial</sup> PR (Initials of Authorized Representative)



By my signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

|                                       |                                                                                                                                    |                                 |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| PHIL RICHARD                          | <div>Signed by:<br/><br/>D664B0E0FD41410...</div> | 4/29/2025                       |
| <i>Printed Name of Representative</i> |                                                                                                                                    | <i>Date</i>                     |
| CANTEEN ONE, LLC                      | 700 N. 5th Street, Minneapolis, MN 55401                                                                                           | 61-849-7064                     |
| <i>Company Name</i>                   | <i>Address</i>                                                                                                                     | <i>DUNS No. (if applicable)</i> |

## 11. New Jersey Business Compliance (Section D)

- Attachments 1-7

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CORETRUST

### SECTION D – NEW JERSEY BUSINESS COMPLIANCE

*[Attachment to Follow]*





## NEW JERSEY BUSINESS COMPLIANCE

Respondents intending to do business in the State of New Jersey shall comply with policies and procedures required by New Jersey statutes. All Respondents must complete and submit the following forms to meet the requirements of doing business in this state. Failure to comply shall affect the ability to promote the Master Agreement in the State of New Jersey as required hereunder.

| INCLUDED IN PROPOSAL | ATTACHMENT   | FORM                                                              |
|----------------------|--------------|-------------------------------------------------------------------|
|                      | Attachment 1 | Ownership Disclosure Form                                         |
|                      | Attachment 2 | Non-Collusion Affidavit                                           |
|                      | Attachment 3 | Affirmative Action Affidavit                                      |
|                      | Attachment 4 | Political Contribution Disclosure Form                            |
|                      | Attachment 5 | Stockholder Disclosure Certification                              |
|                      | Attachment 6 | Certification of Non-Involvement in Prohibited Activities in Iran |
|                      | Attachment 7 | New Jersey Business Registration Certificate                      |

New Jersey vendors are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

*[Attachments to Follow]*



CORETRUST

**ATTACHMENT 1 – OWNERSHIP DISCLOSURE FORM**  
**(N.J.S.A. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440, Respondent shall complete the form attached to these specifications listing the persons owning ten percent (10%) or more of the firm presenting the proposal.

|                              |                                          |
|------------------------------|------------------------------------------|
| <b>Respondent Full Name:</b> | canteen one, llc                         |
| <b>Respondent Address:</b>   | 700 N. 5th Street, Minneapolis, MN 55401 |

**Please complete the below, as applicable:**

I, \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR**

I, \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a ten percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of that corporation's stock or the individual partners owning ten percent (10%) or greater interest in that partnership.

**OR**

I, **Phil Richard**, an authorized representative of Canteen One, LLC, a Limited Liability Corporation, hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of the corporation's stock or the individual partners owning a ten percent (10%) or greater interest in that partnership.

*\*Note: if there are no partners or stockholders owning ten percent (10%) or more interest, indicate "None."*

| NAME                                | ADDRESS                               | INTEREST                                  |
|-------------------------------------|---------------------------------------|-------------------------------------------|
| Compass Group USA, Inc. (a DE Corp) | 2400 Yorkmont Rd. Charlotte, NC 28217 | 100% ownership of Canteen One             |
| Compass Group USA Investments Inc   | 2400 Yorkmont Rd. Charlotte, NC 28217 | 100% ownership of Compass Group USA, Inc. |
|                                     |                                       |                                           |
|                                     |                                       |                                           |
|                                     |                                       |                                           |

I further certify that the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Signed by: Phil Richard  
 Au... D664B0E0FD4141D... 3  
 Phil Richard  
 Printed Name  
 President  
 Title  
 4/29/2025  
 Date



CORETRUST

**ATTACHMENT 2 – NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)**

|                            |                                          |
|----------------------------|------------------------------------------|
| <b>Respondent Name:</b>    | Canteen One, LLC                         |
| <b>Respondent Address:</b> | 700 N. 5th Street, Minneapolis, MN 55401 |

State of New Jersey  
County of \_\_\_\_\_

I, Phil Richard, residing in Minneapolis in the County of Hennepin, State of Minnesota of full age, being duly sworn according to law on my oath depose and say that:

I am the President of the firm of Canteen One, LLC, the Respondent making the Proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the reviewing entity, relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

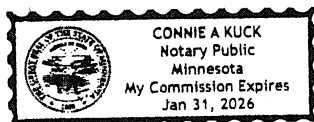
Subscribed and sworn to  
before me this day

May 2, 2025  
Connie A Kuck  
Notary Public Signature

[Signature]  
Signature  
Phil Richard  
Type or print name of affiant under signature

My Commission expires Jan 31, 2026

(Seal)







CORETRUST

**ATTACHMENT 3 – AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, c. 127)**

|                              |                                          |
|------------------------------|------------------------------------------|
| <b>Respondent Full Name:</b> | Canteen One, LLC                         |
| <b>Respondent Address:</b>   | 700 N. 5th Street, Minneapolis, MN 55401 |

**Proposal Certification:** Indicate below your company's compliance with the New Jersey Affirmative Action regulations. Respondent's proposal shall be accepted even if not in compliance at this time. No contract and / or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Documentation:**

Respondent shall submit with its proposal:

- (1) Letter of Federal Affirmative Action Plan Approval

**OR**

- (2) Certificate of Employee Information Report

**OR**

- (3) Employee Information Report Form AA302

**Public Work – Project Cost over \$50,000:**

- (1) If Respondent has no approved Federal or New Jersey Affirmative Action Plan, Company shall complete New Jersey Form AA-201 upon award; or  
(2) Respondent has a federal or New Jersey Affirmative Action Plan, and the certificate is enclosed.

I further certify the statements and information contained herein are complete and correct to the best of my knowledge and belief

Signed by:

*Phil Richard*

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Phil Richard

Printed Name  
President

Title

4/29/2025

Date

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2024** to **15-SEP-2027**

**COMPASS GROUP USA INC.  
2400 YORKMONT ROAD  
CHARLOTTE**

**NC 28217**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
State Treasurer



CORETRUST

**MANDATORY AFFIRMATIVE ACTION LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)****N.J.A.C. 17:27****PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it shall discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signed by:

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Signature of Respondent





## ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfn\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission shall not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This shall assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html). They shall be updated from time-to-time as necessary.

b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**

c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

d) The form may be used “as-is”, subject to edits as described herein.

e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This shall assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**



## ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract;
  - of that county in which that public entity is located;
  - of another public entity within that county; or
  - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This shall assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





CORETRUST

## ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I – Vendor Information

|              |                   |           |            |
|--------------|-------------------|-----------|------------|
| Vendor Name: | Canteen One, LLC  |           |            |
| Address:     | 700 N. 5th Street |           |            |
| City:        | Minneapolis       | State: MN | Zip: 55401 |

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Phil Richard

President

Signature of Vendor

Printed Name

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| NA               | NA             | NA   | \$ NA         |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |

☐ Check here if the information is continued on subsequent page(s).





CORETRUST

**ATTACHMENT 4**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



CORETRUST

ATTACHMENT 5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholders owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- |                                                   |                                                                   |                                                        |
|---------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                              | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |                                                                   |                                                        |

Sign and notarize the form below and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: Compass Group USA, Inc.  
 Home Address: 2400 Yorkmont Rd.  
Charlotte, NC 28217

Name: \_\_\_\_\_  
 Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
 Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
 Home Address: \_\_\_\_\_

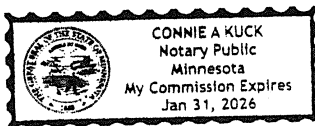
Subscribed and sworn to  
 before me this day

May 2, 2025  
  
 Notary Public Signature

Affiant  
Phil Richard, President  
 Type or print name of affiant under signature

My Commission expires Jan 31, 2026

(Seal)





CORETRUST

#### ATTACHMENT 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.

| |





## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

## BID SOLICITATION # AND TITLE:

REQUEST FOR PROPOSALS ISSUED BY CITY OF HOUSTON, TX FOR VENDING MACHINES AND RELATED PRODCUTS AND SERVICES (CORETRUST)

## VENDOR NAME:

CANTEEN ONE, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities

---

---

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---

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Duration of Engagement  
Anticipated Cessation Date

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*\*Attach Additional Sheets If Necessary.***CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signed by:

Phil Richard

D664E0E0FD41410...

4/29/2025

Date

PHIL RICHARD, PRESIDENT

Print Name and Title



CORETRUST

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**ATTACHMENT 7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as part of their proposal. Failure to do so shall disqualify Supplier from offering products or services in New Jersey through any resulting contract.

State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate

| |



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** COMPASS GROUP USA, INC.  
**Trade Name:** CANTEEN  
**Address:** 2400 YORKMONT RD  
CHARLOTTE, NC 28217-4511  
**Certificate Number:** 0094428  
**Effective Date:** October 18, 1994  
**Date of Issuance:** April 28, 2025

**For Office Use Only:**  
**20250428095417622**

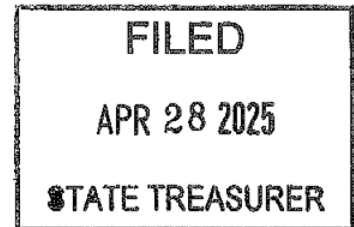
[Return](#)

This Certificate is for Canteen One, LLC's parent company, Compass Group USA, Inc.

Forms for Canteen One, LLC have been completed and will be filed promptly.



New Jersey Department of the Treasury  
Division of Revenue  
Registration of Foreign Limited Liability Company



0600485669

This form may be used to obtain authorization for a foreign Limited Liability Company to conduct business in New Jersey, pursuant to New Jersey State law. Applicants must insure strict compliance with NJSA 42, the New Jersey Limited Liability Company Act, and insure that all applicable filing requirements are met. This form is intended to simplify filing with the STATE. Applicants are advised to seek out private legal assistance before submitting filings to the STATE'S OFFICE.

1. Name of Limited Liability Company: Canteen One, LLC
2. Main Business or Principal Business Address: 4150 Olson Memorial Highway, Suite 200  
Minneapolis, MN 55422
3. The purpose for which this Limited Liability Company is organized is: contract food and beverage service
4. Limited Liability Company State: Minnesota
5. Original Date of formation: 5-28-2003
6. Registered Agent Name & Address (must be in NJ):  
Corporation Service Company, Princeton South Corporate Ctr, Ste 160  
100 Charles Ewing Blvd, Ewing, NJ 08628
7. Date Limited Liability Company intends to start business activity in NJ: 5-1-2025
8. Other provisions (list below or attach to certificate):

The undersigned represent(s) that this Limited Liability Company has been formed under the laws of the state of origin and continues to exist as an active, valid Limited Liability Company or registered Limited Liability Partnership in that state. The undersigned also attest(s) that they are authorized to sign this certificate on behalf of the Limited Liability Company and that this filing complies with New Jersey State law as detailed in NJSA 42.

Name: *Richard J. Rossitch*

Date: 4-28-2025

Richard J. Rossitch - Assistant Secretary

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
CERTIFICATE OF AUTHORITY

CANTEEN ONE, LLC  
0600485669

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Limited Liability Company organized under the laws of Minnesota, has complied with all the requirements of Title 42:2C of the New Jersey Statutes, and that the business or activity of said Foreign Limited Liability Company to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Limited Liability Company filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed April 28th, 2025.*



Certificate Number: 146010420

Verify this certificate online at

<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
30th day of April, 2025*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio  
State Treasurer

## 10. Master Agreement Acceptance Form (Section J)

Docusign Envelope ID: E6D43719-0892-4596-AE15-6F92C863EA67  
Docusign Envelope ID: 146D31A6-A295-47B7-9934-5F7080F7C265



CORETRUST

### MASTER AGREEMENT ACCEPTANCE FORM

**RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE IN ORDER TO BE CONSIDERED FOR AN AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this solicitation and the Master Agreement at the prices proposed within the submitted proposal, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

|                      |                                                   |
|----------------------|---------------------------------------------------|
| Company Name         | Canteen One, LLC                                  |
| Address              | 700 N. 5th Street                                 |
| City/State/ZIP       | Minneapolis, MN 55401                             |
| Phone Number         |                                                   |
| Email Address        | phil.richard@compass-usa.com                      |
| Printed Name         | Phil Richard                                      |
| Job Title            | President                                         |
| Authorized Signature | <div>Signed by:<br/><br/>D664B0E0FD41410...</div> |

|                                   |  |
|-----------------------------------|--|
| Master Agreement Effective Date   |  |
| Master Agreement Termination Date |  |
| Contract Number                   |  |

Canteen One, LLC

**[LEAD AGENCY]**

\*\*

|                      |                      |
|----------------------|----------------------|
| Authorized Signature | Authorized Signature |
| Printed Name         | Printed Name         |
| Title                | Title                |
| Date                 | Date                 |

\*\*Canteen One LLC's acceptance is subject to and conditioned upon the negotiation of a mutually agreeable resulting contract between the parties. Se also included "Canteen One, LLC Response to City of Houston, TX Request for Proposals for Vending Machines and Related Products and Services"



## 11. Appendix B, Section G – Submission Protocol, Evaluation, Award, 4. Evaluation Process and Criteria, 9.0 Other Required Information.

Docusign Envelope ID: E6D43719-0892-4596-AE15-6F92C863EA67

### 9.0 OTHER REQUIRED INFORMATION

#### a. CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

#### b. CONTRACTOR'S EMPLOYMENT ELIGIBILITY

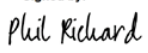
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Participating entities in which work is being performed.

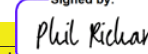
Signed by:  
  
Respo D664B0E0FD41410...

#### c. FINGERPRINT & CRIMINAL BACKGROUND CHECKS

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signed by:  
  
Respond D664B0E0FD41410...

#### d. ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

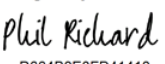
I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Signed by:  
  
 Respon... D664B0E0FD41410...

#### e. IMPLEMENTATION OF HOUSE BILL 1295

##### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

##### Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### f. BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? <sup>Initial</sup> PR (Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? <sup>Initial</sup> PR (Initials of Authorized Representative)

#### g. TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? <sup>Initial</sup> PR (Initials of Authorized Representative)

#### h. RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:



As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"  
☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

**CANTEEN ONE, LLC**

|                                       |              |              |
|---------------------------------------|--------------|--------------|
| <b>Company Name</b>                   |              |              |
| <b>700 N. 5th Street, Minneapolis</b> | <b>MN</b>    | <b>55401</b> |
| <b>Address</b>                        | <b>State</b> | <b>Zip</b>   |

#### i. FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, it will be considered that the Respondent's response will be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, may impact the ability of a participating agency to purchase from the Supplier using federal funds.

##### 1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does vendor agree?  (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does vendor agree?  (Initials of Authorized Representative)

## 2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does vendor agree?  (Initials of Authorized Representative)

## 3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does vendor agree?  (Initials of Authorized Representative)

## 4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does vendor agree?  (Initials of Authorized Representative)

## 5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### 6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? Initial  
PR (Initials of Authorized Representative)

### 7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does vendor agree? Initial  
PR (Initials of Authorized Representative)

### 8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does vendor agree? Initial  
PR (Initials of Authorized Representative)







TAB 9

# Cost Proposal & Financial Stability Documents



Complete and return the Cost Proposal (Section O) and Financial Stability documents (5.3 Financial Stability (Pass/Fail)).

**In addition to our answers on the following pages, please find Section O attached in the portal in an Excel format.**

5.3.1 Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.

5.3.2 If applicable, last two years of consolidated statements for any holding companies or affiliates.

## FINANCIAL UPDATES

**To: Compass Group USA Business Partners**

**Date: January 8, 2025**

**Subject: Compass Group USA Financial Update**



Compass Group USA Inc. is a wholly owned subsidiary of Compass Group PLC (CGP), the global leader for contract catering services. Compass Group USA Inc. is the legal entity representing United States operations and is the parent company of Bon Appétit Management Co., Canteen One Inc., Crothall Services Group, CulinArt Group Inc., Eurest Services Inc., FLIK International Corp., Foodbuy LLC, Gourmet Dining LLC, Levy Restaurants, Morrison Management Specialists Inc., Restaurant Associates Corporation, SSC Service Solutions (Southeast Service Corporation), Wolfgang Puck Catering & Events LLC, and Unidine Corporation. Divisions of Compass Group USA Inc. include Canteen, Chartwells, Eurest Dining, Menus Catering, Occasions Caterers and Protocol Staffing Services.

Through a series of acquisitions and organic growth, Compass Group has become the market leader in North America with annual revenues in 2024 of \$28.6 billion and operating profit of \$2.3 billion. Compass Group North America's revenues represent 68% of the CGP worldwide total.

CGP was formed in 1987 to facilitate the management-led buyout of the Grand Metropolitan PLC Catering division. During its 38-year history, CGP has grown significantly from a revenue and value perspective, with a current market capitalization of \$56 billion. CGP trades on the London Stock Exchange under symbol CPG.L and is represented in the FTSE 100 Index. While Compass Group has experienced phenomenal growth, it remains a conservatively managed company with a strong credit rating. Access to the September 30, 2024, CGP annual report is available through the following link:

<https://www.compass-group.com/en/investors/annual-report-2024.html>

You are encouraged to direct financial inquiries regarding Compass Group to my attention at our North America headquarters in Charlotte, North Carolina.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Thomas", with a stylized flourish at the end.

**Daniel Thomas**

**Senior Vice President and Treasurer • Compass Group, North America**

**2400 Yorkmont Road • Charlotte, NC 28217 • 704-328-7073**





5.3.3 An audited or un-audited accrual-basis financial statement of the most recent quarter of operation.

**We do not generate quarter-year financial statements. However, we do have half-year results available in May 2025, as well as the annual financial statements, which are included in the Compass Group PLC Annual Report. We are committed to providing transparent and comprehensive financial information to our clients. These documents are available at this link:**

**<https://www.compass-group.com/en/investors.html>**

5.3.4 A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

## Balance Sheet

Our high credit rating and low debt levels, as well as a strategic equity raise, mean our balance sheet is the best in company history. While our competitors are burdened with debt, we're able to be nimble and smart, investing in our business and continuing to bring the best to our clients.

# LETTERS OF CLARIFICATION

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## CITY OF HOUSTON

FINANCE DEPARTMENT  
Strategic Procurement Division

John Whitmire

Mayor

Jedediah Greenfield  
Chief Procurement Officer  
P.O. Box 1562  
Houston, Texas 77251-1562

T. 832.393.9126  
<http://purchasing.houstontx.gov>

March 5, 2025

**SUBJECT:** Letter of Clarification No. 1  
Vending Machines and Related Products and Services

**REFERENCE:** RFP No.: RFP-2025-008

**TO:** All Prospective Proposers:

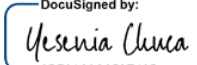
This Letter of Clarification is issued for the following reason:

1. To replace RFP 2025-008 Vending Machines and Related Products Services with **RFP-2025-008 Vending Machines and Related Products Services Revision. 1**, marked revised 3/5/2025.

When issued, Letter(s) of Clarification shall automatically become a part of the Proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the Proposer to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a response to this solicitation, Proposers shall be deemed to have received all Letter(s) of Clarification and to have received all Letter(s) of Clarification and to have incorporated them into this Proposal.

If you have any questions, please contact Roy Korthals at (832) 393-8734 or [roy.korthals@houstontx.gov](mailto:roy.korthals@houstontx.gov).

Thank you,

DocuSigned by:  
  
Jedediah Greenfield, Chief Procurement Officer  
Finance/Strategic Procurement Division

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo  
Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn  
**Controller:** Chris Hollins



## CITY OF HOUSTON

Finance Department  
Strategic Procurement Division

**John Whitmire**

Mayor

Jedediah Greenfield  
Chief Procurement Officer  
P.O. Box 1562  
Houston, Texas 77251-1562

T. 832.393.9126  
<https://purchasing.houstontx.gov>

March 21, 2025

**SUBJECT:** Letter of Clarification No. 3  
Vending Machines and Related Products and Services – Revision 1

**REFERENCE:** Request for Proposals No.: RFP-2025-0008

**TO:** All Prospective Proposers

This Letter of Clarification is issued for the following reason:

1. To remove references within the solicitation regarding the City's intent to enter into one or more contracts. **The City intends to enter into one (1) contract for the subject solicitation.**

### END OF LETTER OF CLARIFICATION NO. RFP-2025-0008

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Roy Korthals at [roy.korthals@houstontx.gov](mailto:roy.korthals@houstontx.gov) or 832.393.8734.

Sincerely,

DS  
BF

DocuSigned by:

A blue ink signature of Jedediah Greenfield.

6121834A077C41A...

Jedediah Greenfield  
Chief Procurement Officer

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman  
Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer  
Sallie Alcorn

**Controller:** Chris Hollins





**CITY OF HOUSTON**  
FINANCE DEPARTMENT  
Strategic Procurement Division

**John Whitmire**

Mayor

Jedediah Greenfield  
Chief Procurement Officer  
P.O. Box 1562  
Houston, Texas 77251-1562

T. 832.393.9126  
<http://purchasing.houstontx.gov>

April 11, 2025

**SUBJECT:** Letter of Clarification No. 4  
Vending Machines and Related Products and Services – Revision 1

**REFERENCE:** Request for Proposals No.: RFP-2025-0008

**TO:** All Prospective Proposers:

This Letter of Clarification is issued for the following reason:

1. To extend the solicitation due date from April 17, 2025, at 4:00 P.M. (CT) to **May 1, 2025, at 4:00 P.M. (CT).**

When issued, Letter(s) of Clarification shall automatically become a part of the Proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the Proposer to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a response to this solicitation, Proposers shall be deemed to have received all Letter(s) of Clarification and to have received all Letter(s) of Clarification and to have incorporated them into this Proposal.

If you should have any questions, please contact Roy Korthals at (832) 393-8734 or via email at buyers [roy.korthals@houstontx.gov](mailto:roy.korthals@houstontx.gov).

Thank you,

DS  
BF

DocuSigned by:

A blue ink signature of Jedediah Greenfield.

6121834A077C41A

Jedediah Greenfield, Chief Procurement Officer  
Finance/Strategic Procurement Division

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo  
Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn  
**Controller:** Chris Hollins



# CITY OF HOUSTON

Finance Department  
Strategic Procurement Division

**John Whitmire**

Mayor

Jedediah Greenfield  
Chief Procurement Officer  
P.O. Box 1562  
Houston, Texas 77251-1562

T. 832.393.9126  
<https://purchasing.houstontx.gov>

April 24, 2025

**SUBJECT:** Letter of Clarification No. 5

**REFERENCE:** RFP No.: RFP-2025-0008 Vending Machines and Related Products and Services

**TO:** All Prospective Respondents

**This Letter of Clarification is issued for the following reasons:**

1. In Part 4, Evaluation Process and Criteria in the RFP, **replace:** "page 59 of 90, with attached page 59 of 90 marked revised 4-24-25.
2. The Fee Schedule (Exhibit O) has been revised in the Beacon system.
3. To respond to questions posed by prospective proposers.

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Question 1      | Page 59 of the solicitation states that there is an available list of the machine types and locations in an attachment. Can the City please provide the attachment list?                                                                                                                                                                                                                                                                             |
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The machine types and locations may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b> |
| Question 2      | Can the City confirm the correct date for the pre-proposal conference? The RFP document lists the meeting date as March 20th, while the Beacon portal indicates February 20th.                                                                                                                                                                                                                                                                       |
| <b>Response</b> | <b>On March 5, 2025, Letter of Clarification No. 1 was published on the Beacon portal, updating RFP 2025-0008. This revision included a rescheduled date for the Pre-Proposal Conference, that was scheduled for March 13, 2025.</b>                                                                                                                                                                                                                 |
| Question 3      | Can the City confirm the due date of the solicitation?                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Response</b> | <b>Per the Letter of Clarification No. 4, the solicitation due date is May 1, 2025, 4:00 p.m. (CT)</b>                                                                                                                                                                                                                                                                                                                                               |

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn

**Controller:** Chris Hollins

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Question 4 | How many soft drink and snacking vending machines are needed; and for how many buildings?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Response   | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of soft drink and snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Question 5 | Is it a requirement to be a resident bidder and to have the Hire Houston First designation?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Response   | <b>Any company can submit a proposal. Hire Houston First designation is not required.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Question 6 | What is the anticipated scope of the vending machine services, including the estimated number of locations and machines required across city facilities?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Response   | <p><b>Solicitation, Appendix B, Section F, 1. Overview:</b></p> <p><b>This Request for Proposals (RFP) solicitation is published by the city of Houston, TX (“Lead Agency”) for the purpose of awarding a master cooperative purchasing agreement (the “Master Agreement”) and creating a cooperative purchasing program for Suppliers with related products and services (the “Program”) that shall be available to Participating Agencies.</b></p> <p><b>Solicitation, Appendix B, Section F, 3. Purpose:</b></p> <p><b>The City seeks proposals from qualified Proposers (or “Proposers”) for vending machines and related products and services to support differing, scalable needs nationwide.</b></p> <p><b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of soft drink and snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b></p> |
| Question 7 | Are there specific types of products (e.g., snacks, beverages, healthy options) or brands the city prefers or mandates for inclusion in the vending machines?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Response   | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of soft drink and snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee. <i>Please also refer to Solicitation, Appendix B, Section F, 6. Scope of Work, 6.4.5 through 6.4.15 and Section O – Cost Proposal.</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman  
 Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer  
 Sallie Alcorn

**Controller:** Chris Hollins



|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Question 8  | Does the city have any sustainability goals or requirements, such as energy-efficient machines, recyclable packaging, or waste reduction initiatives?                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative for vending machines and related products and services. The sustainability goals or requirements, such as energy-efficient machines, recyclable packaging, or waste reduction initiatives may vary by the different organizations that utilize this national cooperative agreement. Also, please also refer to Section N – Technical Proposal, Vending Machines Questionnaire Worksheet, under 2.0 Methodology and Operational Approach to Requested Services/Solution.</b> |
| Question 9  | With the existing vending machine services in place, what are the key points or areas for improvement the city hopes to address?                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Response    | <b>Key areas of improvement will be discussed with the intended awarded vendor during contract negotiations.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Question 10 | Please provide details of the current vending machine service contract with Coca-Cola, including total sales for 2023-2025.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The details of the current vending machine service contract with Coca-Cola Southwest Beverages, LLC may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                                                  |
| Question 11 | Please supply the 2024 commission data for beverage vending machine services, including total volume and percentage rates, to help us understand the financial structure and performance expectations?                                                                                                                                                                                                                                                                                                                                                                    |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The commission data, total volume, and percentage rates may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                                                                                              |
| Question 12 | Does the City of Houston prefer vending machine service commissions to be paid annually, in advance or every month, and how does this preference align with your financial planning objectives?                                                                                                                                                                                                                                                                                                                                                                           |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The commissions to be paid and the financial planning objectives may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                                                                                     |
| Question 13 | How will commission rates factor into the final assessment of submitted proposals?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman  
 Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer  
 Sallie Alcorn

**Controller:** Chris Hollins

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Response</b> | <b>Scoring will be based on the lowest NTE base pricing without commission for all products. The Proposers are strongly encouraged to detail their commission rates, what triggers those commission rates, and offer scalable pricing based on regional pricing, or any other flexible customized pricing methodology in Tab 2 of Section O – Cost Proposal. Please refer to the revised attachment, Section O – Cost Proposal.</b>                                                                               |
| Question 14     | What is the current breakdown of buttonfront/stacker beverage vending machines versus glass-front machines offered, and for public-facing areas, is there a preference for maintaining consistency or opting for an enhanced aesthetic glass-front vending machine?                                                                                                                                                                                                                                               |
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The breakdown for the types of vending machines and for maintaining consistency may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>              |
| Question 15     | What are the prevailing beverage prices across each category, and when was the most recent price adjustment implemented?                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The prevailing beverage prices across each category and for the most recent price adjustment may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b> |
| Question 16     | What are the organization's future plans for expansion, including any new construction projects that might require the installation of vending machines?                                                                                                                                                                                                                                                                                                                                                          |
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. Any future plans for expansion, including any new construction projects may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                      |
| Question 17     | Section O of the Cost Proposal specifies: "Include fees associated with installing vending machines, micro-markets, and/or coffee service." Is the City of Houston seeking micro-markets and coffee services in addition to vending services?                                                                                                                                                                                                                                                                     |
| <b>Response</b> | <b>Tab 2 of Section O has been removed. The Contractor shall furnish all management, supervision, labor, equipment, transportation, supplies, vendor machines, food products, installation and maintenance, and any other resources necessary to provide vending services in Solicitation, Appendix B, Section F, Scope 6.2. The property owner is in charge of utilities cost in Solicitation, Appendix B, Section F, Scope 6.4.1. Please also refer to answer #6.</b>                                           |

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman  
 Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer  
 Sallie Alcorn

**Controller:** Chris Hollins

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Question 18 | If the City is seeking micro-markets and coffee services, could you please provide detailed information regarding the intended locations, the quantity of equipment required, and the clientele expected to utilize these machines?                                                                                                                                                                                                                                                                |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The micro-markets and coffee services, locations, quantity, and the clientele may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b> |
| Question 19 | Is it possible to share 3-5 pictures of the current vending machine setup?                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The current vending machine setup may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                                             |
| Question 20 | What is the current commission rate on beverage vending machines?                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The commission rates on the beverage vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                         |
| Question 21 | What is the current commission rate on snack vending machines?                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The commission rates on the snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                            |
| Question 22 | What were the annual (12-month) total gross sales of snack vending machines?                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The annual twelve-month total gross sales of snack vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>           |
| Question 23 | What was the annual (12-month) total beverage vending machine gross sales?                                                                                                                                                                                                                                                                                                                                                                                                                         |

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman  
 Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer  
 Sallie Alcorn

**Controller:** Chris Hollins



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|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The annual twelve-month total beverage vending machine gross sales may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b> |
| Question 24     | Will there be one bid awarded, or will there be multiple awards?                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Response</b> | <b>Per the Letter of Clarification No. 3, the City intends to enter into one (1) contract for the subject solicitation.</b>                                                                                                                                                                                                                                                                                                                                                             |
| Question 25     | If multiple awards, what are the product breakdowns (for beverages, snacks, coffee, etc.)?                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Response</b> | <b>Per the Letter of Clarification No. 3, the City intends to enter into one (1) contract for the subject solicitation.</b>                                                                                                                                                                                                                                                                                                                                                             |
| Question 26     | How many snack vending machines does the City currently have in each facility?                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of snack vending machines at each facility may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>              |
| Question 27     | How many beverage vending machines does the City currently have in each facility?                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of beverage vending machines at each facility may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>           |
| Question 28     | How many locations/facilities will have vending machines?                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of locations/facilities may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                                 |
| Question 29     | Are there any energy efficiency or sustainability requirements for the vending machines?                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The energy efficiency or sustainability requirements for the vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the</b>                                                                        |

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman  
 Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer  
 Sallie Alcorn

**Controller:** Chris Hollins

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | <b>City will be discussed during contract negotiations with the recommended awardee.</b>                                                                                                                                                                                                                                                                                                                                                                                              |
| Question 30 | What are the specific locations where vending machines and micro markets will be placed?                                                                                                                                                                                                                                                                                                                                                                                              |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The locations of vending machines and micro markets to be placed may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b> |
| Question 31 | How many Micro Markets are requested for some locations?                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of micro markets may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                                      |
| Question 32 | Please provide current sales per year for snacks, beverages, coffee, and food for 2024.                                                                                                                                                                                                                                                                                                                                                                                               |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The sales per year for snacks, beverages, coffee, and food may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>       |
| Question 33 | How many beverage machines are needed vs vending machines?                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of beverage and vending machines may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                      |
| Question 34 | Are respondents encouraged to propose the number of vending machines per site, or is there a preset number currently?                                                                                                                                                                                                                                                                                                                                                                 |
| Response    | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of vending machines per facility may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b>                      |
| Question 35 | How many vending machines were needed exactly, and how many buildings is this contract for?                                                                                                                                                                                                                                                                                                                                                                                           |

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman  
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 Sallie Alcorn

**Controller:** Chris Hollins

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Response</b> | <b>The primary goal of this solicitation is to establish a comprehensive national cooperative contract for vending machines and related products and services. The number of vending machines for each facility may vary by the different organizations, including the City of Houston, that may utilize this national cooperative agreement. The specific requirements for the City will be discussed during contract negotiations with the recommended awardee.</b> |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**END OF LETTER OF CLARIFICATION NO. 5**

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Procurement Division and the applicable City Department(s). It is the responsibility of the respondent to ensure that it has obtained all such letter(s). By submitting a proposal on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their proposals.

If you have any questions or if further clarification is needed regarding this solicitation, please contact Roy Korthals at [roy.korthals@houstontx.gov](mailto:roy.korthals@houstontx.gov) or 832.393.8734.

Sincerely,

 DocuSigned by:  
*Ysenia Chuca*  
8D73A80C652E465  
For **Jeredian Greenfield**  
Chief Procurement Officer

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman  
Mario Castillo Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer  
Sallie Alcorn

**Controller:** Chris Hollins



## 5.5 COST PROPOSAL (30 Points)

### COST SCORE

- 5.5.1 All Proposers must include **Cost Proposal (Section O)** document for all proposed services. Proposers must offer scalable pricing beyond the City's immediate procurement to meet future needs and volumes.
- 5.5.2 Proposers are strongly encouraged to offer competitive pricing with regional variations to account for vastly differing buying environments throughout the country.
- 5.5.3 Proposers must demonstrate reasonableness of price with their cost proposal.
- 5.5.4 Acceptable documentation of reasonableness of price includes the following, in order of precedence, below:
  - 5.5.5 A Contract executed by another Government Entity or Cooperative Purchasing Entity
    - 5.5.5.1 If Contract has expired, the expiration date of the Contract shall be no more than 1 year prior to the date of this Solicitation release;
    - 5.5.5.2 Contract price list and copy of the Contract will be included in the Bidder submission in searchable format (Excel/PDF, respectively).
    - 5.5.5.3 Bidder will include, against the Contract price list, highlighted references to proposed services offered in response to this Solicitation.
  - 5.5.6 A Contract executed by a Business Entity
    - 5.5.6.1 If Contract has expired, the expiration date of the Contract shall be no more than 1 year prior to the date of this Solicitation release;
    - 5.5.6.2 Contract price list and copy of the Contract will be included in the Bidder submission in searchable format (Excel/PDF, respectively).
    - 5.5.6.3 Bidder will include, against the Contract price list, highlighted references to proposed services offered in response to this Solicitation.
- 5.5.7 Paid Invoices from a Government Entity
  - 5.5.7.1 Paid invoices (amounts that have been paid and funds have been collected) identifying proposed services offered in response to this Solicitation;
  - 5.5.7.2 Invoice date must be no more than 12 months old prior to the date of this Solicitation release; and
  - 5.5.7.3 If submitting multiple paid invoices, they must be provided in PDF searchable format.
- 5.5.8 Paid Invoices from a Business Entity
  - 5.5.8.1 Paid invoices (amounts that have been paid and funds have been collected) identifying proposed services offered in response to this Solicitation;
  - 5.5.8.2 Invoice date must be no more than 12 months old prior to the date of this Solicitation release; and
  - 5.5.8.3 If submitting multiple paid invoices, they must be provided in PDF searchable format.

### 5.6 LOCAL PREFERENCE POINTS

To be eligible for the preference, a company must be designated as a City Business (CB) or Local Business (LB) under the Hire Houston First Program prior to submittal of proposal. Proposers must provide Declaration of Hire Houston First Designation with proposal submission. Note: At the conclusion of scoring Proposals, preference points shall be distributed in the following manner:



**CITY OF HOUSTON**  
FINANCE DEPARTMENT  
Strategic Procurement Division

**John Whitmire**

Mayor

Jedediah Greenfield  
Chief Procurement Officer  
P.O. Box 1562  
Houston, Texas 77251-1562

T. 832.393.9126  
<http://purchasing.houstontx.gov>

April 28, 2025

**SUBJECT:** Letter of Clarification No. 6  
Vending Machines and Related Products and Services – Revision 1

**REFERENCE:** Request for Proposals No.: RFP-2025-0008

**TO:** All Prospective Proposers:

This Letter of Clarification is issued for the following reason:

1. To extend the solicitation due date from May 1, 2025, at 4:00 P.M. (CT) to **May 8, 2025, at 4:00 P.M. (CT)**.

When issued, Letter(s) of Clarification shall automatically become a part of the Proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the Proposer to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a response to this solicitation, Proposers shall be deemed to have received all Letter(s) of Clarification and to have received all Letter(s) of Clarification and to have incorporated them into this Proposal.

If you should have any questions, please contact Roy Korthals at (832) 393-8734 or via email at buyers [roy.korthals@houstontx.gov](mailto:roy.korthals@houstontx.gov).

Thank you,

DS  
DocuSigned by:  
6121834A077C41A...  
Jedediah Greenfield, Chief Procurement Officer  
Finance/Strategic Procurement Division

**Council Members:** Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Fred Flickinger Tiffany D. Thomas Mary Nan Huffman Mario Castillo  
Joaquin Martinez Edward Pollard Martha Castex-Tatum Julian Ramirez Willie Davis Twila Carter Letitia Plummer Sallie Alcorn  
**Controller:** Chris Hollins







+ canteen one



Bidders must complete the Product Category Pricing tab

Bidders must utilize the drop down list under "Product Category" to select the applicable product category (e.g. can soda 12 oz)

Bidders will be scored based on the proposed base NTE pricing in the Product Category Pricing tab.

Bidders are strongly encouraged to offer scalability of pricing as Section O - Cost Proposal shall be available to Participating Entities on a national cooperative scale.

Bidders may detail their commission rates for various products and under what conditions those commission rates apply.

There will be no commission for fresh foods.

| Product Category           | Product Name                                                 | Brand Name                            | Indicate if Premium with an X | Indicate if Sourced via Local SBE with an X | Indicate if Health Option with an X | Proposed Base Net NTE (Not to Exceed) Price * | Reasonableness of Price Documentation (File Name.xlsx or .pdf, location highlighted in documentation)                                                                                                                                                                                                                                                                                                                                       | Name of Product/SKU/Description found in Reasonableness of Price Documentation | Pricing found in Reasonableness of Price Documentation | Indicate if Premium with an X | Indicate if Sourced via Local SBE with an X | Indicate if Health Option with an X | Other Comments from the Bidder |
|----------------------------|--------------------------------------------------------------|---------------------------------------|-------------------------------|---------------------------------------------|-------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------|---------------------------------------------|-------------------------------------|--------------------------------|
| Can Soda (12 oz.)          | Sprite, Pepsi, Coca Cola, Dr. Pepper, Mountain Dew           | Pepsi, Coca Cola, Dr. Pepper          |                               |                                             | X                                   | \$ 1.50                                       | <a href="https://cpgplc-my.sharepoint.com/personal/edgar_reyes_compass-usa_com/Documents/Documents/NSD%20Docs/Active%20Opportunities/City%20of%20Houston%20RFP/Docs%20for%20Submittal/Reasonableness%20of%20Pricing.pdf">https://cpgplc-my.sharepoint.com/personal/edgar_reyes_compass-usa_com/Documents/Documents/NSD%20Docs/Active%20Opportunities/City%20of%20Houston%20RFP/Docs%20for%20Submittal/Reasonableness%20of%20Pricing.pdf</a> | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Bottled Soda (20 oz.)      | Sprite, Pepsi, Coca Cola, Dr. Pepper, Mountain Dew           | Pepsi, Coca Cola                      |                               |                                             | X                                   | \$ 2.00                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Bottled Water (20 oz.)     | Deja Blue, Dasani, Aquafina, Evian                           | Nestlé, Coca Cola, Pepsi, Evian       |                               | X (option)                                  | X                                   | \$ 2.00                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               | X (option)                                  | X                                   |                                |
| Energy Drinks              | Monster Energy, Reign, Bang                                  | Monster Energy, Reign, Bang           |                               |                                             | X                                   | \$ 2.75                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Sports Drinks              | Powerade, Gatorade, Vitamin Water                            | Pepsico, Coca Cola                    |                               |                                             | X                                   | \$ 2.25                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Juice (Apple, Orange, etc) | Minute Maid Orange, Tropicana, Ocean Spray                   | Pepsi, Tropicana, Ocean Spray         |                               |                                             | X                                   | \$ 2.25                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Milk/Chocolate Milk        | Various (based on local availability)                        | Various (based on local availability) |                               |                                             | X                                   | \$ 1.75                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Bottled Iced Tea           | Lipton Ice Tea                                               | Lipton                                |                               |                                             | X                                   | \$ 2.25                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Hot Tea                    | N/A                                                          | N/A                                   |                               |                                             | X                                   | NA                                            | NA                                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Hot Coffee                 | Various (based on local availability)                        | Various (based on local availability) |                               |                                             | X                                   | \$ 2.25                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Premium Hot Coffee         | Various (based on local availability)                        | Various (based on local availability) | X                             | X (option)                                  | X                                   | \$ 5.00                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     | X                             | X (option)                                  | X                                   |                                |
| Hot Chocolate              | Various (based on local availability)                        | Various (based on local availability) |                               |                                             |                                     | \$ 2.25                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             |                                     |                                |
| Chips                      | Ruffles, Tostitos, Cheetos, Doritos, Fritos, Kettle, Funyuns | Frito-Lay, Kettle                     |                               |                                             | X                                   | \$ 1.50                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             | X                                   |                                |
| Crackers                   | Lance Crackers, Munchies Crackers                            | Lance, Munchies                       |                               |                                             |                                     | \$ 1.25                                       | See response on H2                                                                                                                                                                                                                                                                                                                                                                                                                          | NA                                                                             | NA                                                     |                               |                                             |                                     |                                |



[illegible]

| Product Category           | Product Name                                                    | Brand Name                                 | Base Price (from Column G, Product Category Pricing)* | Proposed Net Price (0% Commission)* | Proposed Net Price (7% Commission)* | Proposed Net Price (14% Commission) | Proposed Net Price (21% Commission)* | Describe condition where commission percentage(s) apply.                                                                                                                                                  | Proposed Net Price (28%)* | Describe Custom Methodology                                                                                                                                                                                | Regional Variation 1 (+/- %) - West | Regional Variation 2 (+/- %) - Midwest | Regional Variation 3 - (+/- %) - Southwest | Regional Variation 4 - (+/- %) - South | Regional Variation 5 - (+/- %) - Mid-Atlantic | Regional Variation 6 - (+/-%) - New England |
|----------------------------|-----------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------|--------------------------------------------|----------------------------------------|-----------------------------------------------|---------------------------------------------|
| Can Soda (12 oz.)          | Sprite, Pepsi, Coca Cola, Dr. Pepper, Mountain Dew              | Pepsi, Coca Cola, Dr. Pepper               | \$ 1.50                                               | \$ 1.50                             | \$ 1.75                             | \$ 2.00                             | \$ 2.00                              | Commissions would apply to all items in vending machines excluding Coffee Vending machines and perishable Products including food that is required to be frozen or refrigerated, fresh pastries, and cake | \$ 2.50                   | Commissions would apply to all items in vending machines excluding Coffee Vending machines and perishable Products including food that is required to be frozen or refrigerated, fresh pastries, and cake. | NA                                  | NA                                     | NA                                         | NA                                     | NA                                            | NA                                          |
| Bottled Soda (20 oz.)      | Sprite, Pepsi, Coca Cola, Dr. Pepper, Mountain Dew              | Pepsi, Coca Cola, Dr. Pepper               | \$ 2.00                                               | \$ 2.00                             | \$ 2.25                             | \$ 2.50                             | \$ 2.75                              | See I2                                                                                                                                                                                                    | \$ 3.25                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | NA                                     | 13%                                           | 13%                                         |
| Bottled Water (20 oz.)     | Deja Blue, Dasani, Aquafina, Evian                              | Nestlé, Coca Cola, Pepsi, Evian            | \$ 2.00                                               | \$ 2.00                             | \$ 2.25                             | \$ 2.50                             | \$ 2.75                              | See I2                                                                                                                                                                                                    | \$ 3.25                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | NA                                     | 13%                                           | 13%                                         |
| Energy Drinks              | Monster Energy, Reign, Bang                                     | Monster Energy, Reign, Bang                | \$ 2.75                                               | \$ 2.75                             | \$ 3.00                             | \$ 3.25                             | \$ 3.50                              | See I2                                                                                                                                                                                                    | \$ 4.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Sports Drinks              | Powerade, Gatorade, Vitamin Water                               | Pepsico, Coca Cola                         | \$ 2.25                                               | \$ 2.25                             | \$ 2.50                             | \$ 2.75                             | \$ 3.00                              | See I2                                                                                                                                                                                                    | \$ 4.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Juice (Apple, Orange, etc) | Minute Maid Orange, Tropicana, Ocean Spray                      | Pepsi, Tropicana, Ocean Spray              | \$ 2.25                                               | \$ 2.25                             | \$ 2.50                             | \$ 2.75                             | \$ 3.00                              | See I2                                                                                                                                                                                                    | \$ 4.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Milk/Chocolate Milk        | Various (based on local availability)                           | Various (based on local availability)      | \$ 1.75                                               | \$ 1.75                             | \$ 2.00                             | \$ 2.25                             | \$ 3.00                              | See I2                                                                                                                                                                                                    | \$ 3.50                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Bottled Iced Tea           | Lipton Ice Tea                                                  | Lipton                                     | \$ 2.25                                               | \$ 2.25                             | \$ 2.50                             | \$ 2.75                             | \$ 3.00                              | See I2                                                                                                                                                                                                    | \$ 4.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Hot Tea                    | N/A                                                             | N/A                                        | NA                                                    | NA                                  | NA                                  | NA                                  | NA                                   | NA                                                                                                                                                                                                        | NA                        | See response on K2                                                                                                                                                                                         | NA                                  | NA                                     | NA                                         | NA                                     | NA                                            | NA                                          |
| Hot Coffee                 | Various (based on local availability)                           | Various (based on local availability)      | \$ 2.25                                               | \$ 2.25                             | \$ 2.25                             | \$ 2.25                             | \$ 2.25                              | NA                                                                                                                                                                                                        | \$ 2.25                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Premium Hot Coffee         | Various (based on local availability)                           | Various (based on local availability)      | \$ 5.00                                               | \$ 5.00                             | \$ 5.00                             | \$ 5.00                             | \$ 5.00                              | NA                                                                                                                                                                                                        | \$ 5.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Hot Chocolate              | Various (based on local availability)                           | Various (based on local availability)      | \$ 2.25                                               | \$ 2.25                             | \$ 2.25                             | \$ 2.25                             | \$ 2.25                              | NA                                                                                                                                                                                                        | \$ 2.25                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Chips                      | Ruffles, Tostitos, Cheetos, Doritos, Fritos, Kettle, Funyuns    | Frito-Lay, Kettle                          | \$ 1.50                                               | \$ 1.50                             | \$ 1.75                             | \$ 2.00                             | \$ 2.25                              | See I2                                                                                                                                                                                                    | \$ 3.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Crackers                   | Lance Crackers, Munchies Crackers                               | Lance, Munchies                            | \$ 1.25                                               | \$ 1.25                             | \$ 1.50                             | \$ 1.75                             | \$ 2.00                              | See I2                                                                                                                                                                                                    | \$ 2.50                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Salty Snacks               | Planters, Kars, Chex Mix, Trail Mix                             | Planters, Kars, Chex Mix, Trail Mix        | \$ 1.50                                               | \$ 1.50                             | \$ 1.75                             | \$ 2.00                             | \$ 2.25                              | See I2                                                                                                                                                                                                    | \$ 3.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Premium Salty Snacks       | Hippeas, Good Natured, Jack Links                               | Hippeas, Good Natured, Jack Links          | \$ 1.75                                               | \$ 1.75                             | \$ 2.00                             | \$ 2.25                             | \$ 2.50                              | See I2                                                                                                                                                                                                    | \$ 3.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Cookies                    | Grandmas, Oreos                                                 | Nabisco, Mondelez International            | \$ 1.50                                               | \$ 1.50                             | \$ 1.75                             | \$ 2.00                             | \$ 2.25                              | See I2                                                                                                                                                                                                    | \$ 3.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Candy                      | 3 Musketeers, Butterfinger, Almond Joy, Hershey's, Kit Kat, M&M | Mars, Incorporated, Hershey's              | \$ 1.75                                               | \$ 1.75                             | \$ 2.00                             | \$ 2.25                             | \$ 2.50                              | See I2                                                                                                                                                                                                    | \$ 3.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Gum/Mints                  | Trident Gum                                                     | Trident                                    | \$ 1.50                                               | \$ 1.50                             | \$ 1.75                             | \$ 2.00                             | \$ 2.25                              | See I2                                                                                                                                                                                                    | \$ 2.50                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Pastries/Pop-Tarts         | Mrs. Freshleys, Grandmas, Otis Spunkmeyer, Pop Tarts            | Flower Foods, Frito Lay, Aspire, Kellanova | \$ 1.50                                               | \$ 1.50                             | \$ 1.75                             | \$ 2.00                             | \$ 2.25                              | NA                                                                                                                                                                                                        | \$ 3.00                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Protein Bars               | Cliff Bar, Kind Bars, Barebells                                 | Mondelez International; Mars, Inc.         | \$ 2.25                                               | \$ 2.25                             | \$ 2.50                             | \$ 2.75                             | \$ 3.00                              | See I2                                                                                                                                                                                                    | \$ 3.50                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Snack Cakes                | Honey Buns, Cupcake, Zeebra, Twinkie                            | Hostess, Little Debbie                     | \$ 1.75                                               | \$ 1.75                             | \$ 2.00                             | \$ 2.25                             | \$ 2.50                              | NA                                                                                                                                                                                                        | \$ 3.50                   | See response on K2                                                                                                                                                                                         | 15%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |
| Healthy Snacks             | Hippeas, Cliff Bars, Kind Bars, Jerky                           | Hippeas, Cliff Bars, Kind Bars, Jerky      | \$ 1.75                                               | \$ 1.75                             | \$ 2.00                             | \$ 2.25                             | \$ 2.50                              | See I2                                                                                                                                                                                                    | \$ 3.00                   | See response on K2                                                                                                                                                                                         | 10%                                 | NA                                     | NA                                         | 10%                                    | 13%                                           | 13%                                         |

[illegible]