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and all necessary repairs to the vending machines. Repairs are to be made at no cost to the City of Cleveland.

6. The vendor shall stock the vending machines as necessary as determined by the level of sales and as required by the Director of Public Works. The vending machines will be stocked at no charge to the City. Vendor shall guarantee that all vending machine products are fresh. The vendor shall ensure that items designated as “healthy” are labeled appropriately.
7. The vendor shall stock the following items at various locations:

Beverages: 100% of all beverages must fall within the healthy category. Those beverages include water, flavored water, milk (especially low fat), and fruit juices that contain at least 50% fruit juice. Please see the Nutritious Foods & Beverage Criteria listed in item 19. A variety of recognized name brand soft drinks, 100% of which shall be "diet" or low sugar soda.

Snacks: A variety of recognized name brand snacks including but not limited to chips, crackers, candy, cookies, pastry, and gum, 100% of which shall fall into the healthy foods category. Please see the Nutritious Foods & Beverage Criteria listed in item 19.

Hot Drinks: The vending machines should offer a variety of hot beverages, including but not limited to coffee, decaffeinated coffee, tea, and hot chocolate.

Other: Various machines should provide cold sandwiches, fresh fruits and vegetables, canned food, heat able products, etc. 100% of these items shall be “healthy.” Please see the Nutritious Foods & Beverage Criteria listed in item 19.

8. The City of Cleveland reserves the right to prohibit the sale of any product that it deems unfit from being sold in the vending machines.
9. The City of Cleveland shall not be responsible for the loss of any vending machine due to fire, theft, or vandalism. The vendor shall provide insurance coverage that covers the replacement or repair of the vending machines damaged for any reason.
10. The vendor shall not charge more than the agreed upon price that is stated in the concession agreement for each category of products without getting the Director’s prior written approval.

11. The vendor shall provide the city with a detailed monthly report that lists the meter readings from each vending machine, gross sales of each vending machine, and number of individual items, individual unit cost per item, identified by its location. This report will be due by the end of the following calendar month.
12. Commissions will be calculated and paid on a monthly basis. The commission will be payable to the City of Cleveland and forwarded along with the monthly report to the Division of Treasury, Department of Finance, 601 Lakeside Avenue, Cleveland, Ohio 44114. The commissions due from the Public Utilities and Port Control location(s) shall be provided on a separate check and shall be reported on a separate report.
13. The City reserves the right to inspect and verify the meters when they are installed and to have City personnel conduct actual readings on a periodic basis.
14. The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic, or other) relating or pertaining to concession agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the vendor, including but not limited to, those kept by the vendor, its employees, agents, assigns, successors, and subcontractors. The vendor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of the concession agreement and for at least three years following the completion of this contract or agreement, including any and all renewals. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at the vendor's office or place of business. In the event that any audit made by or on behalf of the City discloses a misstatement of commission for any contract term of more than 3%, vendor shall reimburse City for the expense the audit.
15. The vendor will implement and administer a refund system that is acceptable to the Director of Public Works. Vendor shall include in proposal a written explanation of the refund system.

16. The successful vendor shall not place any additional machines, or eliminate locations, without the Director's prior written approval. Request to remove or add machines and/or eliminate location(s) must be made in writing to the Director of Public Works.
17. The successful vendor shall conform at all times to the following Vending Machine Specifications:

Drinks (including Milk (especially low fat), Juice, Water, Flavored Water, Soft Drinks, etc.):

- a. Selection- minimum six selections per machine, each machine must be equipped with dollar changer.
- b. Capacity- as determined by available space and physical limitations of each location.
- c. Dimensions- in conformity with available space.
- d. Weight- in conformity with available space.
- e. Healthy Products – 100% of beverages served must be those designated as healthy (please see the Nutritious Foods & Beverage Criteria listed in item 19) and must be labeled appropriately.

Snacks:

- a. Selection - minimum four shelf twenty-five selection machine, each machine must be equipped with dollar changer.
- b. Healthy Products - at least 100% of products served must be of a healthy nature (please see the Nutritious Foods & Beverage Criteria listed in item 19).
- c. Capacity- as determined by available space and physical limitations of each location.
- d. Dimensions- in conformity with available space.
- e. Weight- in conformity with available space.

Coffee:

- a. Minimum three selection machine, each machine must be equipped with dollar changer.
- b. Capacity- as determined by available space and physical limitations of each location.

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c. Dimensions- in conformity with available space.

d. Weight- in conformity with available space.

18. The successful vendor shall conform at all times to the City's healthy food and beverage criteria. Healthy foods and beverages criteria are defined as:

- Have 220 or less calories per serving
- Have no more than 35% of its calories from fat (nuts exempt from fat restrictions)
- Contains no more than 1.5 grams of saturated fat
- Contains zero grams of trans-fat
- Have no more than 300 mg of sodium
- Contains no more than 35% of sugar by weight
- A snack can also be considered healthy if it meets 4 of the above criteria and has at least 10% of the daily value of one or more of the following-Vitamins A, C, E, Iron, Calcium, Protein and Fiber
- Healthy beverages include water, flavored water, diet pop and fruit juice that contains a minimum of 50% fruit juice

19. The City of Cleveland is interested in locally produced products wherever available. Please include in your proposal full information on all locally produced product items proposed.

20. A list of the locations is attached as Exhibit A. Each location is marked with the type of vending machines desired. Some locations might need more than one machine of a kind depending upon need.

21. The City of Cleveland reserves the right to award contracts to multiple vendors based on the vendor's ability to provide coverage to the locations listed in Exhibit A.