

**THE CITY OF NEW YORK'S  
FINANCIAL INFORMATION SERVICES AGENCY/OFFICE OF  
PAYROLL ADMINISTRATION**

**REQUEST FOR BIDS**

**FOR THE INSTALLATION, OPERATION, AND  
MAINTENANCE OF BEVERAGE AND SNACK VENDING  
MACHINES**

**ISSUE DATE  
JUNE 23, 2016**

**PIN: 13116VENDMAC001**

**Bill de Blasio  
Mayor**

**Scott M. Stringer  
Comptroller**

**Roy Mogilanski  
Executive Director**

**[www.nyc.gov/payroll](http://www.nyc.gov/payroll)**

## **REQUEST FOR BIDS (RFB)**

The Financial Information Services Agency (FISA) and the Office of Payroll Administration (OPA) on behalf of the City of New York (hereinafter referred to as the “Agency” or “City”) requests bids for the installation, operation, and maintenance of up to six (6) beverage and snack vending machines for our offices located at 450 W 33<sup>rd</sup> Street in the borough of Manhattan. The Agency is seeking bidders with demonstrated experience in the installation, operation and maintenance of beverage and snack vending machines.

The successful bidder (Licensee) will be required to enter into an agreement (the “General Provisions/License” and its Cover Page substantially in the form attached hereto as Exhibit A) with the Agency to operate the vending machines at the specified locations, more fully described below (“Licensed Area”).

The area occupied by the vending machines is hereby defined as the “Licensed Area”.

The Agency reserves the right to postpone or cancel this RFB or to reject any or all bids if, in its sole opinion, the Agency deems such action to be in the best interest of the Agency. The Agency shall not be liable for any costs incurred by bidders in the preparation of bids or for any work performed in connection therein.

## **TERM**

The Agency is seeking a vendor for an initial five (5) year term with one (1) five (5) year renewal option at the sole discretion of the Agency. No longer term will be considered. The successful bidder will operate pursuant to a License issued by the Agency; no leasehold or other proprietary right is offered.

## **AGENCY CONTACT PERSON**

The Agency Contact Person for this RFB is Harold Hornstein. Any inquiries concerning this RFB should be directed to Harold Hornstein at (212) 742-5941 or by email, under the subject line “Vending Machines”, at [opapurchasing@payroll.nyc.gov](mailto:opapurchasing@payroll.nyc.gov).



*If you have a hearing impairment, please call the following toll-free number and leave a message on the Telecommunication Device for the Deaf (TDD). The TDD number is 1-212-504-4115*

All inquiries should be submitted in writing and will be answered in writing. Bidders are advised that the Agency cannot ensure a response to inquiries received later than five (5) calendar days before the Bid Due Date. The Agency shall issue responses to inquiries related to substantive issues, and may make any other corrections or amendments to the RFB it deems necessary prior to the Bid Due Date in the form of written addenda.

## **RFB TIMETABLE**

The following schedule has been established for this RFB:

<b>RFB Release Date:</b>	<b>June 23, 2016</b>
<b>Optional Site Tour and Pre-Bid Conference:</b>	<b>July 8, 2016, at 10:30 AM 450 W 33<sup>rd</sup> Street, 4<sup>th</sup> floor New York, NY 10001</b>

The Licensed Area/Site will be available for inspection on July 8, 2016 at 10:30 AM, and the Pre-Bid Conference will be conducted immediately following the inspection of the Licensed Area/Site. Attendance by Bidders is optional, but is recommended by the Agency. Interested bidders should e-mail the Agency Contact Person at [opapurchasing@payroll.nyc.gov](mailto:opapurchasing@payroll.nyc.gov) no later than Tuesday July 5, 2016 to confirm attendance at the Optional Site Tour/Pre-Bid Conference. Please be advised that the 450 W 33<sup>rd</sup> Street Office building has access security procedures. Please allow for ample time to sign in at the security desk prior to entering the building.

**Bid Due Date/Time: July 21, 2016, by no later than 3:00 PM**

**BIDS MUST BE RECEIVED NO LATER THAN 3:00 PM ON THURSDAY, JULY 21, 2016, AT: THE CITY OF NEW YORK OFFICE OF PAYROLL ADMINISTRATION, PROCUREMENT UNIT, 459 WEST 31<sup>ST</sup> STREET, BAY # 18, NEW YORK, NY 10001.**

Bidders and their representatives must have photo I.D. to enter the 459 West 31<sup>st</sup> Street, Bay # 18 building entrance and allow for time to sign in to the building prior to submitting their bids. Please bring government-issued photo identification (i.e. driver license, passport, identification card).



*If you have a physical disability and cannot deliver your bid to the bid submission location prescribed above, please contact the Agency Contact Person at least 48 hours prior to the deadline and alternate arrangements can be made.*

### **I. PROJECT COMPONENTS**

#### **A. LOCATIONS**

The Agency seeks a vendor to install, operate and maintain up to six (6) beverage and snack vending machines at the following location(s). The area occupied by the vending machines is hereby defined as the “Licensed Area”.

VENDING LOCATIONS	ADDRESS	BOROUGH	NUMBER OF VENDING MACHINES		APPROXIMATE CAPACITY PER VENDING LOCATION
			Non-Refrigerated Snack Vending Machines	Beverage Vending Machines	
FISA/OPA	450 W 33 <sup>rd</sup> Street, New York, NY 10001	Manhattan			
	3rd Floor		1	1	2
	4th Floor		1	1	2
	10th Floor		1	1	2
<b>TOTAL NUMBER OF MACHINES:</b>					<b>6</b>

Vending machines may only be placed in the locations specified in the Cover Page to the General Provisions/License. The Agency reserves the right to determine the exact placement of each vending machine. The Agency retains the right to restrict the operation of a vending machine, and/or require the removal of a vending machine, if deemed necessary. The Agency may require, at any time during the License term that vending machines be moved to different floors and/or locations within the building.

The Agency reserves the right, at any time during the License term, to require the Vendor to decrease and to subsequently increase to a maximum number of six (6) vending machines.

The Vendor shall charge the prices indicated on the bid sheet and approved by the Agency for each type of vending machine installed pursuant to the License. The vendor shall be responsible for servicing and maintaining the vending machines in accordance with these specifications.

**Note 1:** Award of the vending machine License will be based on the total overall cost of all items to be sold, as identified by the Agency on the Bid Form (Part A—Fee Offer) for the entire License term.

**Note 2:** In the event that the Agency chooses to exercise the five (5) year renewal option, the prices shall begin at the prices set forth in Year 5 of the Bid Form. The Vendor shall be permitted to increase prices **only once** during the renewal period. The increase in prices, if any, shall be based on the Consumer Price Index for all Urban Consumers (CPI-U) in the New York Area. The Vendor shall seek and obtain the Agency’s written approval prior to charging customers increased prices.

**A1. Conditions Applicable to Locations:**

Vending machines must contain a variety of the below items, in accordance with the New York City Food Standards for Beverage and Snack Vending Machines (“Standards”), attached hereto as Appendix A.

<b>Snack Vending Machines***</b>	<b>Beverage Vending Machines</b>
Fruits and Vegetables	Water
Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	Seltzer
Crunchy Snacks	Low Calorie Beverages*
Sweet Snacks	High Calorie Beverages**
Cereal	
Gum	

**Beverage Vending Machines**

\* There may be various types of products within each category listed in accordance with the attached Appendix A—NYC Food Standards: Food Vending Machines Implementation Guide and Standards section of the New York City Food Standards for Beverage and Snack Vending Machines (“Standards”).

\*\* There may be various types of products within each category listed in accordance with the NYC Food Standards: Beverage Vending Machines Implementation Guide and Standards section of the New York City Food Standards for Beverage and Snack Vending Machines (“Standards”).

**Snack Vending Machines**

\*\*\* For Items A – E, examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines in each of these item categories may be found in the NYC Food Standards: Beverage Vending Machines Implementation Guide and Standards section of the New York City Food Standards for Beverage and Snack Vending Machines (“Standards”), attached hereto as Appendix A.

**Note:** Items may be substituted based on the number of sales or lack thereof. All substitutions *must* be approved in writing by the Agency.

**B. VENDING MACHINE OPERATIONS**

Vendor will be required to supply all equipment necessary for the operation of this License related to the vending machines. Bidders should include in their submissions a picture or rendering of the vending machines to be used, including the dimensions, which will be subject to the Agency’s prior written approval. The design of all vending machines is subject to the Agency’s approval.

Vendor will be responsible for all costs associated with the installation, operation, and maintenance of the vending machines. Additional responsibilities of the vendor will include, but not be limited to:

- Stocking the machines with quality brand name merchandise;
- Stocking items in the machines at adequate levels (number of items);
- Ensuring that the machines remain in proper working order and proper appearance at all times;
- Refunding, in cash, any monies that are lost in any machines due to their malfunction and where applicable refunding payments made by credit card/debit card and the like via return credit or cash;
- Establishing procedures to ensure prompt refunds;
- Securing all permits and licenses required by any Federal, State or Municipal law, ordinance, regulation or rule for the installation or operation of vending machines;
- Providing adequate staff to service the vending machines;
- Anchoring or supporting all machines to prevent tilting.

All such activities shall be conducted during the open hours of 8:00 AM to 5:00 PM, Monday through Friday, for each location in which a vending machine is located.

### **Environmental Considerations**

The Agency is deeply committed to respecting the environment. Therefore, all proposed operational plans should include a detailed description of environmentally friendly practices planned for the Licensed Area.

The Agency encourages the installation of energy efficient and environmentally friendly vending machines at the Licensed Area. In their bids, bidders should state whether they intend to install products that have the Energy Star seal of approval. Energy Star products can be found at: <http://www.energystar.gov>.

The Agency encourages the vendor to use chlorine-free, biodegradable products such as, but not limited to, paper towels, napkins, utensils, and plates if the vendor intends to utilize any disposable products in the operation of this License. Additionally, the Agency encourages vendors to use “Green Seal” eco-friendly products such as, but not limited to, soaps and cleaners for operational and cleaning purposes. A list of “Green Seal” certified products can be found at <http://www.greenseal.org/findaproduct/index.cfm>. The Agency also encourages the selling of sustainable food products and the training of staff on environmentally-friendly food practices, if applicable. The use of polystyrene packaging or food containers will be prohibited in the operation of the License.

### **Items to be Sold**

The License awarded from this RFB is for the sale of quality brand name beverages, snacks, and food in vending machines at the location(s) prescribed herein. Bidders should include only those items listed by the Agency on the attached Bid Form. All prices and any additional items or changes to the items to be sold in the vending machines (including changes to prices), and not already listed by the Agency on the Bid Form, are subject to the Agency’s prior written approval. Bidders should be aware that the City has developed Citywide Food and Beverage Vending Machines Standards (“Standards”), which are attached to this solicitation as **Appendix A**. The vendor will be required to comply with these Standards.

The Standards may be changed during the term of the License. The vendor will be required to comply with any new and/or changed Standards in the operation of vending machines at all vending locations. Notwithstanding the foregoing, if the implementation of such new or changed Standards will result in a material adverse effect on the vendor's cost, upon submission to the Agency of documentation satisfactory to the Agency demonstrating such effect, vendor and the Agency may amend the License as agreed upon between the Agency and the vendor. If the Agency and vendor are unable to reach agreement on such amendment, the vendor may terminate the License upon 90 days prior written notice to the Agency.

### **Calorie Labeling**

Every beverage and snack/food vending machine must display the total calorie content for each item, as sold, clearly and conspicuously, adjacent to or in close proximity so as to be clearly associated with the item, using a font and format that is at least as prominent, in size and appearance, as that used to post either the name or price for the item sold where it can be seen before the consumer presses the button to choose the item. The form of calorie labeling is subject to modification at the City/Agency's sole discretion.

### **Installation and Removal of Vending Machines**

The Agency reserves the right to determine the Licensed Area(s) for placement of the vending machines, in order to avoid interference with the Agency's operations.

The Agency further reserves the right, after installation of the vending machines, to request the removal or relocation of any or all vending machines within the Agency's facility. The Agency must approve any new machine(s) in the Licensed Area prior to installation. The Vendor shall remove or relocate the machines at its sole cost or expense upon forty-eight (48) hours written notice from the Agency.

All property of the Agency, City, or owner of the building in which the machines are installed that is damaged or altered in any way by the installation, removal, operation or maintenance of the machines shall be promptly repaired or replaced by the Vendor at its sole cost and expense to the complete satisfaction of the Agency. Upon the expiration or sooner termination of the License, the Vendor, at its sole cost and expense, shall remove all machines from the Licensed Area. The Vendor shall restore the Licensed Area to its proper condition to the satisfaction of the Agency, with an exception of reasonable wear and tear. The cost of any such work shall be borne solely by the Vendor.

### **Maintenance**

The vendor will be required, at its sole expense, to maintain and operate the vending machines in a good and safe condition and in accordance with industry standards. The vendor shall perform regular routine maintenance of vending machines and its contents. It is necessary to keep all vending machines clean and free of graffiti. This involves ensuring that the vending machines do not leak any type of fluid, including water, onto the ground. The vending machines must not be damaged or dented.

### **Utilities**

The Agency makes no representations regarding the adequacy of utilities currently in place at the

Licensed Area. The vendor shall pay for any and all utility costs connected with the operation of the vending machines during the License term. The vendor shall reimburse the Agency for electrical services provided through facilities controlled by the Agency and as applicable, other utilities provided to the vendor at the Licensed Area. These utility costs include, but are not limited to, paying all water and sewer charges that the Department of Environmental Protection (DEP) assesses for water usage. The vendor shall reimburse the Agency within thirty (30) days of its receipt of a bill from Agency. Failure to reimburse the Agency may result in the appropriation of the vendor's security deposit.

The vendor will be required to reimburse the Agency an annual flat electrical charge (estimated at \$85.41 per machine). The flat charge includes electrical consumption in the entire Licensed Area. The vendor shall reimburse the Agency within thirty (30) days of its receipt of a bill from the City/Agency. Failure to reimburse the Agency may result in the appropriation of the vendor's security deposit. The electrical charge was determined as follows: The operation of one (1) vending machine which consumes 1.8 KWH per day for 365 days at \$.13 per KWH. The electrical charge is subject to change and shall be adjusted by the Agency according to the applicable cost per KWH and the total number of vending machines located at the Licensed Area.

#### **Storage**

The permitted storage areas are inside the vending machines. No additional space is to be used for vending, storage, advertising any purpose other than refuse/garbage collection. The vendor is prohibited from storing any equipment or supplies, other than within the vending machines themselves, in any Agency facility without the Agency's prior written approval. No item or products shall be placed or stored upon any public space, including the ground adjacent to Licensed Area without the Agency's prior written approval. If material is stored or displayed outside of the Licensed Area, all expenses associated with enforcement of that provision will be reimbursed by the vendor to the Agency.

#### **Security**

The vendor, at its sole cost and expense, is responsible for the security of its vending machines in the Licensed Area. The vendor shall secure its vending machines and any other associated equipment, and shall ensure that each machine is equipped with sealed tamper proof registers. The vendor shall cooperate with the Agency to ensure security of the area surrounding the vendor's vending machines.

The vendor shall comply with the Agency's security, access and building requirements while installing, repairing replacing, servicing, and stocking the vending machines in the Licensed Area. Vendor's employees on the Agency's premises must display photo I.D. identifying them as employees of the vendor.

#### **Credit Card Payments**

Any vending machine(s) provided in accordance with this License that accepts payment by credit card or debit card or the like, must comply with the following:

The Vendor must be compliant with the most current version of the Payment Card Industry Data Security Standards to protect cardholder data, and must be able to show proof of such

certification including, but not limited to the following best practices:

- Install and maintain a firewall configuration to protect cardholder data.
- Protect stored cardholder data.
- Encrypt transmission of cardholder data across open, public networks.
- Develop and maintain secure systems and applications.
- Track and monitor all access to network resources and cardholder data.
- Regularly test security systems and processes.
- Maintain an information security policy for all personnel.
- Comply with all financial institution and card brand data security compliance programs.

In addition to the above requirements the Vendor shall comply with all City, State and Federal Privacy Laws, and Rules and Regulations.

### **Advertising & Signage**

A menu, price list, and beverage and snack/food calorie labels must also be displayed at all times for *all* items in a visible location and are subject to the Agency's prior written approval.

The vendor is prohibited from putting advertisements on the exterior of the vending machines unless approved in writing by the Agency. The vendor will be prohibited from placing or permitting the placement of advertisements at the Licensed Area without the prior written approval of the Agency. In the event advertising is allowed, the following standards will apply: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall also be prohibited. Any such prohibited material displayed or placed shall be immediately removed by the vendor upon notice from the Agency. In addition, advertising of product brands is strictly prohibited without the Agency's prior written approval. Any and all signage is subject to the Agency's prior written approval.

### **Identification & Address**

The successful bidder will be required to present picture identification (such as a driver's license or a passport) and proof of address (such as a utility bill) in order to sign the License. In addition, all bidders are expected to provide the Agency with at least two (2) telephone numbers (*see* Bid Form, at end of document) at which you may be contacted. The vendor shall notify the Agency immediately should there be a change in the address or phone number(s) previously submitted to the Agency.

The vendor shall provide proof of his/her identification and address by submitting acceptable documentation such as a government issued photo ID, current utility bills, bank statements or rental/lease agreements, or a certificate of incorporation to the Agency. Documents listing a post office box or commercial receiving agency as the mailing address shall not satisfy the requirements of this Section. The vendor shall notify the Agency within three (3) business days of any change in either vendor's address or phone number as set forth on the Cover Page. Vendor's employees on the Agency's premises must display photo ID, badge, card or other similar documentation identifying them as employees of the vendor. In addition, the vendor shall comply with the Agency's security requirements set forth in the section entitled "Security"

above.

**Customer Service**

The Agency expects the vendor to create and maintain a high-quality amenity for the public. The Agency encourages bidders to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms should be outlined in each bid.

The successful bidder must designate a Representative with overall responsibility for management of the services to be provided under this contract. The Representative must be available for support and problem resolution from 9:00 AM to 6:00 PM EST. The successful bidder must periodically provide an updated list of the names, email addresses, and telephone numbers of the backup personnel whom the Agency will be able to contact if the primary Representative in charge of administering the contract is unavailable.

**Staff**

The vendor shall provide adequate staff to stock/restock and service the vending machines, and to provide a program of regular preventive maintenance, or repair and replacement of malfunctioning equipment.

**Inspections & Liquidated Damages**

Inspectors from the Agency will visit the Licensed Area unannounced to inspect operations and ensure proper maintenance of the vending machines located within the Licensed Area. Based on these inspections, the Agency may issue directives regarding deficiencies the vendor will be obligated to rectify in a timely fashion. Violations of the terms of the License may result in the assessment of liquidated damages. Liquidated damages may be assessed in accordance with the following schedule:

<b>Provision</b>	<b>Liquidated Damages per Occurrence</b>
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$350
Blocked Exits	\$350
Improper Disposal (noxious liquids, debris, etc.)	\$350
Vending Machine Leaking Fluids	\$350
Vending Machine Obviously Damaged or in Poor Repair	\$250
Graffiti or Dirty Vending Machine	\$350
Unauthorized Advertising	\$100
Roving or Vending at Unauthorized Location	\$250
Improper Storage	\$350
No 311 Sign Displayed	\$250
Failure to Comply with Applicable Beverage Vending Standards	\$350

**Procedure for Appeals of Assessments for Vending Machine License Violations**

If liquidated damages are assessed for any of the above violations, an appeal may be made if the vendor feels that the damages have been assessed in error. The appeal process is outlined below:

**1. Filing an Appeal**

- A. If the vendor wishes to appeal the assessment, a notice of appeal must be delivered to the Agency within ten (10) days along with a statement of reasons why he or she believes the assessment was erroneous. The statement of reasons must be signed and notarized. Any evidence supporting the vendor's appeal (such as photographs, documents, and witness statements) should also be included.
- B. If no appeal is received within ten (10) days of the date the assessment is mailed, the assessment shall be considered final and charged to the vendor's account.

**2. Adjudication of Appeal**

- A. The appeal shall be sent to the Agency's General Counsel, whose office is located at 450 W 33<sup>rd</sup> Street, 4<sup>th</sup> floor, New York, NY 10001. The Agency Head has designated the Agency's General Counsel to decide on the merits of these appeals. The decision of the General Counsel shall constitute the final decision of the Agency.
- B. The General Counsel is authorized to investigate the merits of the appeal, but is not required either to hold a hearing or to speak to the vendor in person.

**No Exclusive Vending Rights**

Bidders should note that the License will not grant the vendor exclusive rights to sell at the Licensed Area. Moreover, the Agency may grant other permits or licenses to vendors to sell the same or similar items authorized under this License within the same facility in which the vending machines are located. The Agency does not guarantee that illegal vendors, persons unauthorized by the Agency or disabled veteran vendors will not compete with the successful bidder or operate near the Licensed Area. The Agency encourages the successful bidder to report illegal vendors to the City by calling 311.

**C. ADDITIONAL REQUIREMENTS DURING THE TERM OF LICENSE**

- 1. The successful bidder will be required to operate and maintain the Licensed Area for the use and enjoyment of the Agencies' staff and visitors.
- 2. The successful bidder will be required to submit a security deposit in the amount of \$500.00, which will be required for the duration of the License term. This security deposit, which may be in the form of a letter of credit or other format (i.e. certified check) approved by Agency, will be due upon signing the License.

3. The successful bidder will be required to obtain any and all necessary approvals, permits, and licenses for the installation and lawful operation of the vending machines at the Licensed Area.
4. Upon award of the License by the Agency, the vendor will be required to carry Commercial General Liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate, and excess liability of Five Million Dollars (\$5,000,000) with a deductible no higher than Twenty-Five Thousand Dollars (\$25,000), naming the City of New York and the Financial Information Services Agency, the Office of Payroll Administration, and including its officials and employees, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26. Proposers are on notice that the Agency may require higher liability limits if, in the opinion of the Agency Head, the proposed program warrants it. In addition, the vendor will be required to carry Worker's Compensation, Employer's Liability, Disability Benefits, and Unemployment Insurance insofar as required by law and with such limits and terms as required by law. The vendor shall maintain Commercial Automobile Liability Insurance covering all owned, non-owned, hired and borrowed vehicles to be used in connection with this License. In addition, the Building Management at 450 W 33<sup>rd</sup> Street, where the Agency is located, must be named as additional insured on the insurance certificate as indicated on Attachment 1—Additional Insureds, which is annexed hereto, in the amounts listed.
5. The vendor will be required to purchase, supply or otherwise obtain use of all equipment necessary for the operation of this License, including the vending machines. The vendor will be required to present a picture or rendering of its vending machines, including the dimensions to the Agency for approval before the License is signed. Such vending machines must be kept in good condition. The Agency reserves the right to require replacement of vending machines that are in poor condition or that do not meet New York City Department of Health & Mental Hygiene ("DOHMH") specifications and requirements.
6. The vendor will be required to pay all taxes applicable to the operation of the License.
7. The vendor will be required to keep the Licensed Area clean and neat and free of all waste, garbage, refuse, rubbish and litter at all times. The vendor shall remove from the Licensed Area, at Vendor's sole cost, all waste, garbage, refuse, rubbish, and litter generated from the installation, repair, replacement, servicing, and stocking of the vending machines. The vendor shall comply with all City, State, and Federal regulations regarding recycling.
8. The vendor will keep all vending machines and signs related to the vending machines at the Licensed Area free of graffiti.
9. The vendor will be required to make all necessary repairs to the vending machines and Licensed Area during the License term.

- 10.** Bidders should submit a price list for all items they propose to sell as identified by the Agency. All items, prices (including price increases) are subject to the Agency's prior written approval.
- 11.** The vendor will be required to comply with all terms of the License. Inspectors from the Agency will visit the Licensed Area unannounced to inspect operations and determine whether or not the vendor is in compliance with the terms of the License. If inspectors find violations, liquidated damages may be assessed to the vendor for each violation. If the liquidated damages are not paid promptly, they may be deducted from the vendor's security deposit.
- 12.** The vendor may be required to cooperate with the Agency during special and unforeseen events.
- 13.** The selling and/or advertisement of alcohol, cigarettes, cigars, or any other tobacco products is strictly prohibited. The vendor will be required to adhere to and enforce this policy.
- 14.** The vendor must obtain the prior written approval of the Agency prior to entering into any marketing or sponsorship agreement. In the event that the vendor breaches this provision, the vendor shall take any action that the Agency may deem necessary to protect the Agency's interests.
- 15.** The vendor will be required to comply with all City, State and Federal laws relating to access for persons with disabilities. The vendor is encouraged to exceed all applicable accessibility requirements for people with disabilities.
- 16.** If the vendor does not comply with the terms of the License, the License may be terminated. Any warnings or terminations may be considered in making future bidder responsibility determinations.
- 17.** To the fullest extent permitted by law, the vendor will be required to indemnify the Agency for losses associated with the vendor's actions under the License, pursuant to a provision to be included in the License.
- 18.** The vendor shall not block any sidewalk, pathway, facility entrance, or other pedestrian walkway with vendor's equipment or supplies. The vendor shall place vendor's equipment and supplies in such manner that at least a six (6) foot walkway is available to pedestrians at all times.
- 19.** Vendors should read the attached General Provisions for a complete understanding of all terms and conditions by which the successful bidder will be bound.
- 20.** It is each bidder's responsibility to assure receipt of any and all addenda issued by the Agency by verifying with the Agency Contact Person prior to submitting a bid that all addenda have been received. Bidders shall acknowledge the number of addenda received

as part of their bids in the appropriate space on the Bid Page—Part A Fee Offer.

## **II. BIDDING PROCEDURE**

### **A. BID SUBMISSION INSTRUCTIONS**

Each bid must meet the requirements listed below in the “Minimum Bid Submission Requirements” section.

Bidders shall use the Bid Forms (Part A—Fee Offer and Part B—Additional Information) attached to this RFB.

Pages should be paginated. The City of New York requests that all bids be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult:

<http://www.epa.gov/cpg/products/printing.htm>). The bidder should state whether the bid submission is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in these instructions. Failure to comply with any of the instructions set forth in this paragraph will not be considered non-responsive.

No bids should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to the Agency’s prior written approval. Oversized drawings may be submitted, but must be accompanied by 8½" x 11" sectionals or reductions to 8 ½" x 11". No telegraphic or facsimile bids will be accepted. The bids will be evaluated on the basis of its content, not length.

Bids must be submitted in a sealed envelope. Please submit one (1) original of both Bid Forms (Part A— Fee Offer and Part B—Additional Information). The following information should be printed on the outside of the envelope:

- **Bidder’s Name and Address**
- **Solicitation No. 13116VENDMAC001**
- **Bid Due Date/Time: July 21, 2016 at 3:00 PM**
- **The following Address:**  
**Office of Payroll Administration**  
**Attention: Harold Hornstein**  
**Re: Beverage and Snack Vending Machines**  
**459 West 31<sup>st</sup> Street,**  
**Bay #18**  
**New York, NY 10001**

Bidders should be aware that, upon Agency’s request, they shall be required to submit completed original copies of VENDEX Questionnaires (Vendor and Principal Questionnaires) to the Mayor’s Office of Contract Services. In addition, any person or entity with at least a 10% ownership interest in the submitting vendor (including a parent company), will be responsible for completing VENDEX Questionnaires (Principal Questionnaire for any person and Vendor Questionnaire for any entity with at least a 10% ownership interest in the submitting vendor). In

such event, the License award will be subject to completion of the VENDEX Questionnaires and review of that information by the Department of Investigation.

**B. MINIMUM BID SUBMISSION REQUIREMENTS**

**Each bid must include the following items.**

- 1. Fully completed Bid Forms (Part A—Fee Offer and Part B—Additional Information), attached hereto.**

All Bidders must submit a bid price for each item listed by the Agency on the attached Bid Form (Part A-Fee Offer) for each operating year of the potential License term. Award will be based on the lowest total cost indicated on the Bid Form for all five (5) years of the License term.

*Note:* The Agency will not consider any additional items offered by the Bidder beyond that listed on the Bid Form.

Failure to comply with these requirements may result in a determination of non-responsiveness, and the bid may no longer be considered for award.

**E-mailed or faxed bids will NOT be accepted by the Agency.**

Bidders are reminded that the 459 West 31<sup>st</sup> Street, Bay#18 entrance to the 450 W 33<sup>rd</sup> Street Office building has access security procedures, and all personnel and/or delivery services should be instructed to allow sufficient time for delivery at or before the bid deadline.

Bids received after the Bid Due Date and Time will be deemed late and will not be accepted by the Agency, except as provided under NYC Procurement Policy Board (PPB) Rules. The Agency will consider requests made to the authorized Agency contact person to extend the prescribed Bid Due Date and Time. However, unless the Agency issues a written addendum to this RFB that extends the Bid Due Date and Time for all Bidders, the prescribed Bid Due Date and Time shall remain in effect.

Proposals delivered through a commercial delivery service or by hand must be addressed as follows:

**Office of Payroll Administration  
Attention: Harold Hornstein  
Re: Beverage and Snack Vending Machines  
Solicitation No. 13116VENDMAC001  
459 West 31<sup>st</sup> Street,  
Bay #18  
New York, NY 10001**

All bids must be received by **July 21, 2016 at 3:00 PM**. Delivery to the aforesaid address before the deadline is recommended to ensure consideration of the bid(s). Bids received after the time

and date listed above will be considered late. Late bids and late modifications will not be considered, *except* that a late bid or modification, received before the grant of a license may be considered when the late bid or modification is received within 48 hours after the opening of bids and is the only bid received. In addition, a modification received before the grant of a license must be considered when a modification of a successful bid makes its terms more favorable to the Agency.

### **C. ADDITIONAL BID SPECIFICATIONS**

As mentioned earlier, the successful bidder will be required to sign the attached General Provisions/License and its Cover Sheet substantially in the form attached hereto as Exhibit A. In addition, all bidders, upon Agency's request, may be required to submit the documentation outlined below.

#### **1. Operating Experience**

- Bidders should submit a resume or detailed description of the bidder's professional qualifications, demonstrating extensive experience in the industry including, but not limited to, any work with the City agencies, and/or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the bid.
- Bidders should attach a list of at least three (3) recent relevant references, with whom the bidder has previously worked and/or who can describe such matters as the bidder's financial, operational and construction capability. Include the name of the reference entity, a description of the nature of the listed reference's experience with the bidder and the name, title, address, and telephone number of a contact person at the reference entity.

#### **2. Proposed Design**

Bidders should submit designs and/or photos of the intended vending machines to be utilized at the Licensed Area.

#### **3. Planned Operations**

Bidders should submit a detailed operational plan for the vending machines including, but not limited to, hours of operation, plans for deliveries and removal of all waste, garbage, refuse, rubbish, and litter generated from the installation, repair, replacement, servicing, and stocking of the vending machines. All operational plans are subject to the Agency's prior written approval.

- Bidders should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.
- Bidders should include a comprehensive pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation.
- The Agency is charged with improving customer satisfaction with the services provided at the Licensed Area. Therefore, the Agency would like bidders to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this RFB. Such mechanisms might include, but are not

limited to, customer evaluations or survey forms. Furthermore, the Agency would like bidders to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.

#### **4. Financial Capability**

- Bidders should include a financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Bidders should include supporting documentation of their financial worth, including, but not limited to, Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).
- Bidders should identify the source of all funds proposed to be invested into the Licensed Area.

### **III. EVALUATION AND SELECTION PROCEDURES**

The Agency will select the bid that provides the lowest overall cost for all items listed on the Bid Form (Part A—Fee Offer) for the entire License term from a responsible and responsive bidder. Award will be based on the lowest overall cost for the License term.

### **IV. OTHER GENERAL RFB REQUIREMENTS AND CONDITIONS**

The Agency reserves the right to postpone or cancel this RFB or reject all bids, if in its judgment it deems it to be in the best interest of the City of New York to do so.

The award of this License is subject to applicable provisions of Federal, State, and City laws and Executive Orders requiring affirmative action and Equal Employment Opportunity.

A responsible bidder is one who has the capability in all respects to perform fully the License requirements. Factors affecting a bidder's responsibility include, but are not limited to, financial resources, experience, record of past performance, business integrity and results of any VENDEX review.

A responsive bidder is one whose bid fully meets the requirements of this RFB. Factors affecting a bidder's responsiveness include, but are not limited to, compliance with all the terms and conditions, and material requirements contained in this RFB.

Bidders have the right to appeal a determination of non-responsiveness and/or non-responsibility and have the right to protest a solicitation and award as specified in Chapter 1 of Title 12 of the Rules of the City of New York.

All RFB submission materials become the property of the City of New York and the Agency. Bid submission material will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law.

The Agency is subject to the New York State Freedom of Information Law, which governs the

process for the public disclosure of certain records maintained by the Agency. (*See Public Officers Law, Sections 87 and 89.*) Individuals or firms that submit bids to the Agency may request that the Agency except all or part of such a bid from public disclosure, on the grounds that the bid contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the bid or portions thereof for which the exception is requested.

If the Agency grants the request for exception from disclosure, the Agency shall keep such bid or portions thereof in secure facilities.

The Agency shall not be liable for any costs incurred by bidders in the preparation of bids or for any work performed in connection therein.

Bidders should be aware that this RFB will be developed and operated pursuant to a License issued by the Agency. In the event this License is terminated, the Agency will not reimburse vendor's unamortized capital improvement costs.

A bidder may submit a modified bid to replace all or any portion of a bid submitted up until the bid submission deadline. The Agency will only consider the latest version of the bid. Late bids and late modifications will not be considered for evaluation. Bidders may withdraw their bids from consideration at any time before the bid deadline by submitting written notice to the Agency. A bidder may not withdraw its bid before the expiration of forty-five (45) calendar days after the date of the opening of bids; thereafter a bidder may only withdraw its bid by submitting written notice to the Agency in advance of an actual grant of the License.

The New York City Comptroller is charged with the audit of License agreements in New York City. Any person or entity that believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller's Office of Contract Administration, 1 Centre Street, Room 727, New York, NY 10007. This office may be reached at (212) 669-2323.

**INSTALLATION, OPERATION, AND MAINTENANCE OF UP TO SIX (6)  
BEVERAGE AND SNACK VENDING MACHINES**

**SOLICITATION NO. 13116VENDMAC001**

# **APPENDIX A**

Includes:

- NYC Food Standards: Beverage Vending Machines Implementation Guide and Standards
- NYC Food Standards: Food Vending Machines Implementation Guide and Standards
- NYC Food Standards: Examples of Snack Food Items

# BEVERAGE VENDING MACHINES

## *Implementation Guide*



# Standards for Beverage Vending Machines

## 1 Require all beverages contain 25 calories or less per 8 ounces with the following exception:

A maximum of 2 slots/buttons may stock high calorie beverages (more than 25 calories per 8 ounces), such as regular soda, lemonade, sweetened tea and juice. The 2 slot limit applies no matter how many slots are in the machine.

Unsweetened 1% and non-fat milk not included in high calorie limit.

## 2 Require water be stocked in at least 2 slots/buttons per machine.

Water should contain 0 calories with no added color, flavor or sweetener of any kind.

If drinking water is readily available in the vicinity of the vending machine, unflavored seltzer water may be substituted for the 2 slots of water.

## 3 Require water and seltzer be placed at eye level, or in the highest selling position. High calorie beverages should be placed farthest from eye level, or in the lowest selling position.

## 4 Require all high calorie beverages are sold in 12 ounce containers or smaller.

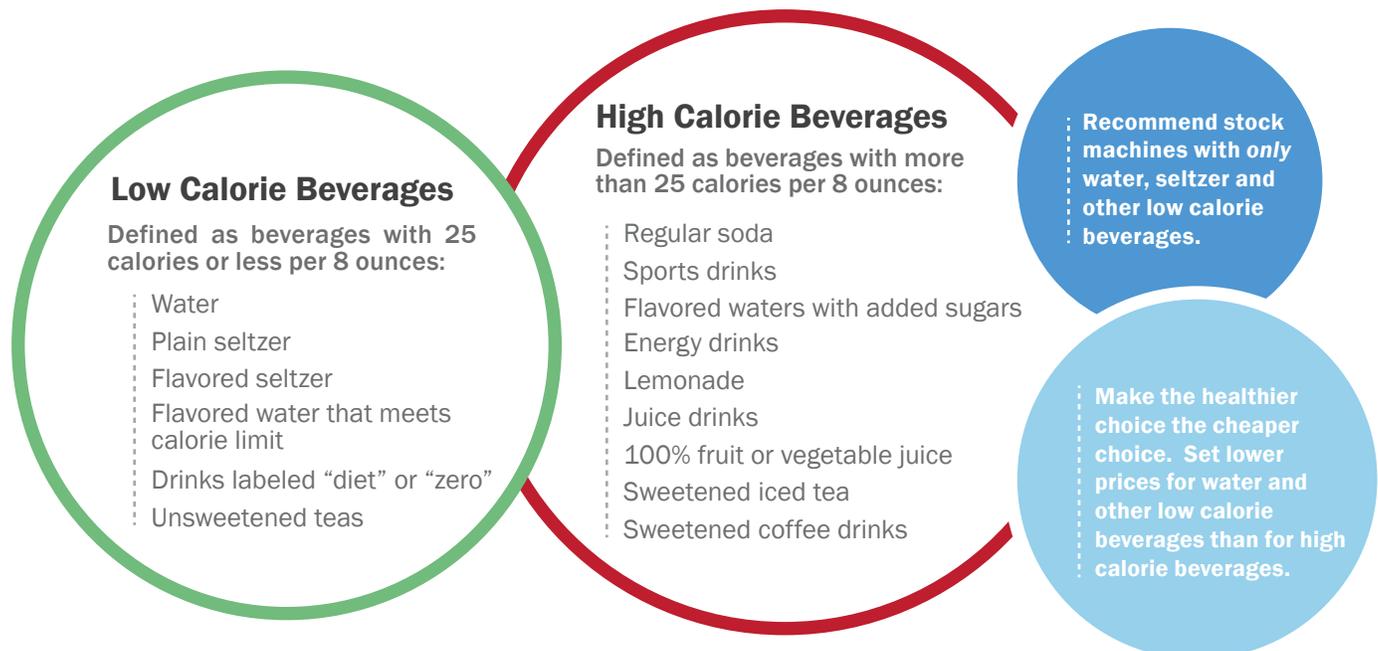
## 5 Prohibit advertisements of high calorie beverages on vending machines.

Promotional material on the front and side panels of the machine can advertise water or beverages with 25 calories or less per 8 ounces.

## 6 Require calorie information is posted for each beverage, as packaged.

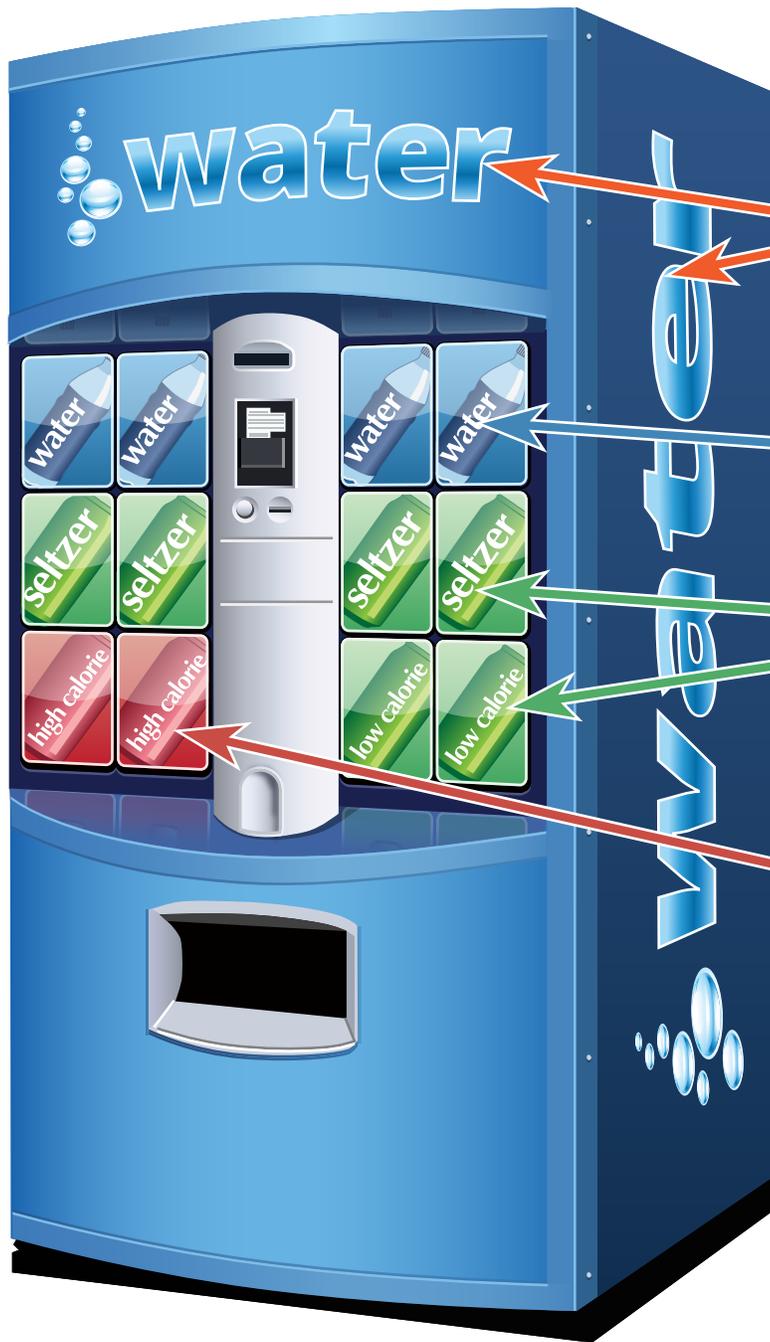
Required for City agencies only.

If your facility has programming for children age 18 and under and/or hot beverage vending machines, refer to the Standards for Beverage Vending Machines for guidance at [nyc.gov/health](http://nyc.gov/health) and search for Food and Nutrition Standards.



# Example of a Beverage Vending Machine that Meets the Standards

Use this machine as an example of how to stock your beverage vending machine.



Promotional space advertises a healthy beverage choice.

Water:

- At least 2 slots are stocked with water.
- Water is stocked in the highest selling position.

Other beverages are 25 calories or less per 8 ounces.

High Calorie Beverages:

- No more than 2 slots are stocked with these beverages.
- Beverages are stocked in the lowest selling position.
- Beverages are in 12 ounce containers or smaller.

# Make Your Own Plan-o-gram

A plan-o-gram is a tool that guides product placement in a vending machine. Plan-o-grams can help you ensure that vending machines are stocked according to the Standards. Create your own plan-o-gram and share it with your vending machine company; ask them to share it with the route drivers to ensure that your machine is accurately stocked.

There are many possible ways to stock a vending machine to meet the Standards. The examples below are based on common vending machine configurations, but plan-o-grams can be created for any vending machine format. All items stocked must meet the Standards.

## Plan-o-gram example 1 (9-slot machine):

<i>water</i>	<i>water</i>	<i>water</i>
<i>plain seltzer</i>	<i>orange seltzer</i>	<i>lime seltzer</i>
<i>100% orange juice (10 oz)</i>	<i>ginger ale (12 oz)</i>	<i>diet ginger ale</i>

## Plan-o-gram example 2 (40-slot machine):

<i>water</i>	<i>water</i>	<i>water</i>	<i>water</i>	<i>water</i>	<i>water</i>	<i>water</i>	<i>water</i>
<i>plain seltzer</i>	<i>plain seltzer</i>	<i>plain seltzer</i>	<i>lime seltzer</i>	<i>lime seltzer</i>	<i>orange seltzer</i>	<i>raspberry seltzer</i>	<i>cherry seltzer</i>
<i>mint water</i>	<i>berry water</i>	<i>lemon water</i>	<i>diet citrus water</i>	<i>diet cherry water</i>	<i>diet fruit punch</i>	<i>diet lemonade</i>	<i>diet lemon sports drink</i>
<i>diet cola</i>	<i>diet cola</i>	<i>diet cherry cola</i>	<i>diet cherry cola</i>	<i>diet orange soda</i>	<i>diet orange soda</i>	<i>diet lemon soda</i>	<i>diet lime soda</i>
<i>sports drink (12 oz)</i>	<i>cola (12 oz)</i>	<i>diet lemon tea</i>	<i>diet peach tea</i>	<i>green tea</i>	<i>green tea</i>	<i>plain tea</i>	<i>plain tea</i>

Key:

■ high calorie    ■ low calorie    ■ water

# BEVERAGE VENDING MACHINES

## 1 Require all beverages contain 25 calories or less per 8 ounces with the following exception:

A maximum of 2 slots/buttons may stock high calorie beverages (more than 25 calories per 8 ounces), such as regular soda, lemonade, sweetened tea and juice. The 2 slot limit applies no matter how many slots are in the machine.

Unsweetened 1% and non-fat milk not included in high calorie limit.

## 2 Require water be stocked in at least 2 slots/buttons per machine.

Water should contain 0 calories with no added color, flavor or sweetener of any kind.

If drinking water is readily available in the vicinity of the vending machine, unflavored seltzer water may be substituted for the 2 slots of water.

## 3 Require water and seltzer be placed at eye level, or in the highest selling position. High calorie beverages should be placed farthest from eye level, or in the lowest selling position.

## 4 Require all high calorie beverages are sold in 12 ounce containers or smaller.

## 5 Prohibit advertisements of high calorie beverages on vending machines.

Promotional material on the front and side panels of the machine can advertise water or beverages with 25 calories or less per 8 ounces.

## 6 Require calorie information is posted for each beverage, as packaged.

Required for City agencies only.

Recommend stock machines with *only* water, seltzer and other low calorie beverages.

Make the healthier choice the cheaper choice. Set lower prices for water and other low calorie beverages than for high calorie beverages.

*Follow these Standards to provide healthier beverage options.*

Organizations, such as hospitals, worksites, and community-based organizations can adopt the Standards to improve the food environment for employees and visitors.

City agencies follow these standards per Executive Order 122.

**Sugar-sweetened beverages are the single biggest contributor to the obesity epidemic.**

# BEVERAGE VENDING MACHINES



Example of a beverage vending machine that meets the standards.

## Standards for programs serving children age 18 and under

- 1** Require all beverages contain 25 calories or less per 8 ounces. For programs serving children age 12 and under, require that all beverages contain 10 calories or less per 8 ounces.
  - Unsweetened 1% and nonfat milk not included.
- 2** Beverages cannot contain artificial sweeteners, other natural non-nutritive or very low-calorie sweeteners (e.g. stevia, erythritol), artificial flavors or artificial colors.
- 3** For programs serving children age 12 and under, beverages cannot contain caffeine.
- 4** Prohibit advertisements of high calorie beverages on vending machines.
  - Promotional material on the front and side panels of the machine can advertise water or beverages with 25 calories or less per 8 ounces.
- 5** Require calorie information is posted for each beverage, as packaged.
  - Required for City agencies only.

## Standards for hot beverage machines (e.g. coffee machines)

- 1** Recommend all beverages contain 25 calories or less per 8 ounces.
  - Condiments are not restricted (e.g. milk, sugar, sugar substitutes).
- 2** Recommend all beverages and condiments contain 0 grams trans fat.
- 3** Recommend calorie information is posted for each beverage, as packaged.

# FOOD VENDING MACHINES

## *Implementation Guide*



# Standards for Snack Vending Machines

## 1 Require snacks meet all of the following criteria, per package:

**Calories:** no more than 200 calories

**Total fat:** no more than 7 grams

- ⋮ Nuts, seeds, nut butters and cheese are exempt
- ⋮ Products containing nuts or nut butters are exempt

**Saturated fat:** no more than 2 grams

- ⋮ Nuts, seeds, nut butters and cheese are exempt

**Trans fat:** 0 grams trans fat

**Sodium:** no more than 200 mg

- ⋮ Cottage cheese: no more than 400 mg

**Sugar:** no more than 10 grams

- ⋮ Fruit and vegetable products with no added sugar are exempt
- ⋮ Yogurt: no more than 30 grams sugar per 8 ounces

**Fiber:** contain at least 2 grams of fiber, if product is grain/potato-based (e.g. granola bars, crackers, pretzels, cookies, chips)

## 2 Require calorie information is posted for each food item, as packaged.

Required for City agencies only.

## 3 For programs serving children age 18 and under: products cannot contain artificial flavors, artificial colors, artificial sweeteners, or other non-nutritive sweeteners (e.g. stevia, erythritol).

## 4 Recommend limit grain/potato-based snacks to no more than 50% of food items in machine.



Snacking in excess can lead to weight gain. Snacks, when consumed, should add healthy nutrients to the overall diet and help curb hunger.

These standards apply to all snack items stocked in non-refrigerated, refrigerated, or frozen machines. Refer to the Standards for Food Vending Machines to see the nutrient limits for meal items stocked in these machines. Go to [nyc.gov/health](http://nyc.gov/health) and search for Food and Nutrition Standards.

### Implementation Tips:

- ⋮ A product must meet all of the nutrient criteria. Foods that are slightly over the limit cannot be stocked.
- ⋮ Foods that are exempt from any nutrient criteria must still meet all other criteria. For example, a package of nuts is exempt from the fat and saturated fat standards. This item must still meet the limits for calories, sodium, trans fat and sugar.
- ⋮ Nutrient content of foods can vary by flavor, brand and package size. Check the nutrient information for all product varieties before stocking.

### Grain/potato-based Foods:

- ⋮ A grain/potato-based food is an item made from wheat, potatoes, corn, oats, rice, or any other grain. Look for these on the ingredients list below the Nutrition Facts label.
- ⋮ Examples include chips (e.g. potato, corn, pita), pretzels, popcorn, crackers, cookies, muffins, breads, pastries, granola bars, cereal bars, and cereal.

# Use the Nutrition Facts Label to Determine if Snacks Meet the Nutrition Criteria

Always look at *Servings Per Container*. Foods must meet the nutrient criteria for the entire package.

<b>Nutrition Facts</b>	
Serving Size 1 oz (28g/7 pretzels)	
Servings Per Container: 1	
<b>Amount Per Serving</b>	
Calories 110	Calories from Fat 10
% Daily Value **	
<b>Total Fat</b> 1g	<b>2%</b>
Saturated Fat 0g	<b>0%</b>
Trans Fat 0g	
<b>Cholesterol</b> 0mg	<b>0%</b>
<b>Sodium</b> 360mg	<b>15%</b>
<b>Total Carbohydrate</b> 23g	<b>8%</b>
Dietary Fiber < 1g	<b>3%</b>
Sugars < 1g	
<b>Protein</b> 2g	
Vitamin A <b>0%</b>	Vitamin C <b>0%</b>
Calcium <b>0%</b>	Iron <b>6%</b>
Ingredients:	
ENRICHED FLOUR (WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMIN MONONITRATE, RIBOFLAVIN, FOLIC ACID), SALT, MALT, VEGETABLE OIL (CONTAINS ONE OR MORE OF THE FOLLOWING: CANOLA, CORN OR SOYBEAN OIL), LEAVENING (CONTAINS ONE OR MORE OF THE FOLLOWING: YEAST, SODIUM BICARBONATE OR AMMONIUM BICARBONATE).	



This item is grain-based, so the fiber standard applies.

Product assessment:

- ⋮ Sodium is too high.
- ⋮ Fiber is too low.

This item does not meet the standards and cannot be stocked.

Flour listed in the ingredients means this is a grain-based food.

**Tip:** Items with more than one serving per container require some calculations to determine if they meet the Standards. For example, if the product says 2 servings per container, all nutrient values must be multiplied by 2 to determine the “per package” amounts.

# Make Your Own Plan-o-gram

A plan-o-gram is a tool that guides product placement in a vending machine. Plan-o-grams can help you ensure that vending machines are stocked according to the Standards. Create your own plan-o-gram and share it with your vending machine company; ask them to share it with the route drivers to ensure that your machine is accurately stocked.

There are many possible ways to stock a vending machine to meet the Standards. The example below is based on a 34-slot machine, but plan-o-grams can be created for any vending machine format. All items stocked must meet the Standards.

## Plan-o-gram example 1 (34-slot machine):

baked chips		popcorn		multi-grain crackers		baked chips		trail mix	
pretzels		pita chips		apple chips		tropical fruit trail mix		popcorn clusters	
almonds	berry cereal bar	peanut butter granola bar	raisins	peach cup	peanuts	cheese crackers	fruit leather	pumpkin seeds	dried apricots
fruit bar	fig bar	mixed nuts	apple cereal bar	peach cereal bar	trail mix	mixed nuts	chocolate chip granola bar	peanut granola bar	fruit/nut granola bar
			sugar free mints	sugar free mints	mint gum	mint gum			

Key:

Grain-based foods are shown in green. Recommend no more than 50% of the machine be stocked with grain-based foods.

## Snack Standards

### 1 Require snacks meet all of the following criteria, per package:

**Calories:** no more than 200 calories

**Total fat:** no more than 7 grams

- ⋮ Nuts, seeds, nut butters and cheese are exempt
- ⋮ Products containing nuts or nut butters are exempt

**Saturated fat:** no more than 2 grams

- ⋮ Nuts, seeds, nut butters and cheese are exempt

**Trans fat:** 0 grams trans fat

**Sodium:** no more than 200 mg

- ⋮ Cottage cheese: no more than 400 mg

**Sugar:** no more than 10 grams

- ⋮ Fruit and vegetable products with no added sugar are exempt
- ⋮ Yogurt: no more than 30 grams sugar per 8 ounces

**Fiber:** contain at least 2 grams of fiber, if product is grain/potato-based (e.g. granola bars, crackers, pretzels, cookies, chips)

### 2 Require calorie information is posted for each food item, as packaged.

Required for City agencies only.

### 3 For programs serving children age 18 and under: products cannot contain artificial flavors, artificial colors, artificial sweeteners, or other non-nutritive sweeteners (e.g. stevia, erythritol).

### 4 Recommend limit grain/potato-based snacks to no more than 50% of food items in machine.

*Follow these Standards to provide healthier food options.*

Organizations, such as hospitals, worksites, and community-based organizations can adopt the Standards to improve the food environment for employees and visitors.

City agencies follow these standards per Executive Order 122.

These Standards apply to all types of food vending machines including non-refrigerated "snack" and refrigerated machines.

**Snacking in excess can lead to weight gain. Snacks, when consumed, should add healthy nutrients to the overall diet and help curb hunger.**

## Meal Standards

Meal items include salads, sandwiches, burritos, and combination packaged items such as tuna lunch kits. Breakfast breads and pastries must meet the snack standards.

### 1 Require each meal meet all of the following criteria:

**Calories:** no more than 700 calories (all items  $\leq$  200 calories must follow snack standards)

**Total fat:** no more than 35% of calories

⋮ Salads: no more than 60% of calories

**Saturated fat:** no more than 10% of calories

⋮ Salads: no more than 20% of calories

**Trans fat:** 0 grams trans fat

**Sodium:** no more than 800 mg

⋮ Soup: no more than 480 mg per 8 ounces

**Sugar:** no more than 35% of calories

### 2 Refrigerated machines must stock fresh fruit and vegetable items.

### 3 Require calorie information is posted for each food item, as packaged.

Required for City agencies only.

### 4 For programs serving children age 18 and under: products cannot contain artificial flavors, artificial colors, artificial sweeteners, or other non-nutritive sweeteners (e.g. stevia, erythritol).

This list includes examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines. This product list is provided for the purpose of example only. Vendors can stock items listed below or other similar products and/or brands. Inclusion on this list is not an endorsement of any product by the New York City Department of Health and Mental Hygiene or the City of New York. To request inclusion of additional products on this list, please contact [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov). Updated 9/30/2013.

*Package sizes that meet NYC Standards are listed in parentheses. Please note: **Other package sizes of these products may not meet the Standards.** Always read nutrition labels to confirm that products meet Standards.*

## **Snack Food Items: examples**

### Fruits and Vegetables

Bare Fruit Organic and All Natural Crunchy Chips (0.53 – 2.2 oz)

- *Cinnamon Apple, Fuji Red Apple, Granny Smith Apple*

Brothers All Natural Fruit Crisps (7.5 – 28.3 g)

- *All flavors*

Clif Kid Zfruit Rope (20 g)

- *All flavors*

Crispy Green Freeze-Dried Fruit (10 – 15 g)

- *Apples, Asian Pears, Bananas, Cantaloupe, Mangoes, Pineapples, Tangerines, Fruitzio Kiwi*

Crunchies Freeze-Dried Fruit (all sizes)

- *All flavors*

Crunchies Freeze-Dried Vegetables (2.25 oz)

- *Roasted Veggies*

Del Monte Fruit Burst Squeezers (3.2 oz)

- *All flavors*

Del Monte Fruit Cup (4 oz)

- *Pineapple Tidbits in 100% Juice*

Dole Fruit Bowl in 100% Juice (4 oz)

- *Apples, Cherry Mixed Fruit, Mandarin Oranges, Mixed Fruit, Peaches, Pears, Pineapple Tidbits, Tropical Fruit*

Earthbound Organic Apple Crunchers (0.56 oz)

- *All flavors*

Earthbound Organic Raisin Snack Box (1.5 oz)

- *Original*

Earth's Best Organic Applesauce (4 oz)

- *Original*

Froose Gummy Snacks (25.5 g)

- *Assorted Fruit Flavors, Berry Blast, Tropical Blend*

Funky Monkey Snacks (0.42 – 1 oz)

- *Applemon, Banamon, Carnival Mix, JiveALime, MangOJ, Pink Pineapple, Purple Funk*

Kar's Raisins (1 oz)

- *Natural*

Materne GoGo Squeez Applesauce (3.2 oz)

- *All flavors*

Materne GoGo Squeez Fast Fruit (4.2 oz)

- *All flavors*

Matt's Munchies (1 oz)

- *Apple Pie, Apple-Licious, Banana, Ginger Spice, Mango, Mango Açaí, Island Mango, Tangy Apricot*

Mott's Medley's Fruit and Veggie Snacks (111 g)

- *Cherry Berry, Peach Apple*

This list includes examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines. This product list is provided for the purpose of example only. Vendors can stock items listed below or other similar products and/or brands. Inclusion on this list is not an endorsement of any product by the New York City Department of Health and Mental Hygiene or the City of New York. To request inclusion of additional products on this list, please contact [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov). Updated 9/30/2013.

*Package sizes that meet NYC Standards are listed in parentheses. Please note: **Other package sizes of these products may not meet the Standards.** Always read nutrition labels to confirm that products meet Standards.*

### Fruits and Vegetables (continued)

Mott's Snack and Go Applesauce Pouch (3.2 oz)

- *Natural, Strawberry*

Mrs. May's Freeze-Dried Fruit Chips (0.35 oz)

- *All flavors*

Musselman's Applesauce (4 oz)

- *Unsweetened, Blueberry Pomegranate, Granny Smith, Raspberry Acai, Mixed Berry, Peach, Strawberry*

Nature's Child Squeezers (3.17 oz)

- *Applesauce, Berry, Grape*

Oskri Mini Bar (25 g)

- *Fig*

Peeled Snacks Fruit Picks (35 – 42 g)

- *Apple-2-the-Core, Apricot-a-lot, Banan-a-peel, Cherry-Go-Round, Much-Ado-About-Mango, Pine-4-Pineapple*

Peeled Snacks Organic Apple Clusters (18 g)

- *Apple Crunch, Berry Crunch, Cinnamon Crunch*

Plum Kids Organic Fruit & Veggie Shredz (18 g)

- *All flavors*

Plum Kids Organic Fruit Straws (14 g)

- *Cherry, Strawberry Vanilla*

Plum Kids Organic Mashups (3.17 oz)

- *All flavors*

Pure Organic Fruit & Veggie Strips (14 g)

- *Strawberry Apple, Wildberry Apple*

Pure Organic Fruit Sandwiches (18 g)

- *Pineapple & Passion Fruit, Strawberry & Banana*

Santa Cruz Organic Apple Sauce Cups (4 oz)

- *All flavors*

Sensible Foods Crunch Dried Fruit (0.35-0.75 oz)

- *Apple Harvest, Cherry Berry, Fuji Apple, Orchard Blend, Strawberry Banana, Tropical Blend*

Sensible Foods Crunch Dried Snack (0.42 – 0.75 oz)

- *Roasted Edamame, Sweet Corn*

Simply Fruit Twists (18 g)

- *Strawberry*

Stretch Island Fruit Strips (14 g)

- *All flavors*

Stretch Island FruitBü Smooshed Fruit Rolls (21 g)

- *All flavors*

Sun-Maid Dark Raisins (28 g)

- *Original*

Sunrich Naturals Fruit Jerky (20 g)

- *Sour Apple*

This list includes examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines. This product list is provided for the purpose of example only. Vendors can stock items listed below or other similar products and/or brands. Inclusion on this list is not an endorsement of any product by the New York City Department of Health and Mental Hygiene or the City of New York. To request inclusion of additional products on this list, please contact [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov). Updated 9/30/2013.

*Package sizes that meet NYC Standards are listed in parentheses. Please note: **Other package sizes of these products may not meet the Standards.** Always read nutrition labels to confirm that products meet Standards.*

### Fruits and Vegetables (continued)

Sunsweet Dried Fruit (60- and 70-calorie packs)

- *Mediterranean Apricots, Pitted Prunes*

That's It Fruit Bar (35 g)

- *All flavors*

### Nuts, Seeds, Fruit/Nut Bars, and Trail Mix

Blue Diamond Almonds (100-calorie pack)

- *Cinnamon Brown Sugar, Lightly Salted, Sea Salt, Wasabi & Soy Sauce, Whole Natural*

David Sunflower Seeds (0.8 – 0.9 oz)

- *Original*

Kar's Nuts (1 oz)

- *Roasted Salted Almonds, Roasted Salted Cashews, Roasted Salted Peanuts*

Kar's Trail Mix (1.5 oz)

- *Original Blend Unsalted Trail Mix*

Lance Nuts (29.7 g)

- *Pistachios*

Lance Seeds (2 oz)

- *Roasted Salted Sunflower Seeds*

Larabar (45 – 48 g)

- *Apple Pie, Blueberry Muffin, Cappuccino, Carrot Cake, Cherry Pie*

Mareblu Naturals Crunch Bag (1.25 oz)

- *Almond, Blueberry Pomegranate Trail Mix, Cranberry Pomegranate Trail Mix, Pecan Trail Mix, Pistachio Trail Mix*

Mr. Nature Nuts (1 – 1.1 oz)

- *Salted Almonds, Salted Cashews, Salted Peanuts, Unsalted Trail Mix*

Mrs. May's Almond Mini Crunch (20 g)

- *Blueberry, Cranberry, Strawberry*

Mrs. May's Trio Bar (35 g)

- *Blueberry, Cranberry, Strawberry, Tropical*

Oskri Mini Bar (25 g)

- *Coconut Original with Dark Chocolate, Coconut Original with Milk Chocolate*

Planter's Nuts (1 oz)

- *Honey-Roasted Peanuts, Salted Peanuts*

Raw Revolution Raw Rev 100 Bar (0.8 oz)

- *Almond Butter Cup, Golden Cashew, Cherry Chocolate Chunk, Chocolate Crave, Spirulina Dream*

Sunrich Naturals Nuts/Seeds (1 oz)

- *Blaze'in Hot Sunflower Seeds, Honey Nutz, Honey Roasted Sunflower Seeds, Lightly Salted Sunflower Kernels, Pepitas Pumpkin Seeds*

ThinkThin Crunch bar (40 g)

- *Blueberry Mixed Nuts, Cherry Mixed Nuts, Cranberry Apple Mixed Nuts, Original Mixed Nuts*

This list includes examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines. This product list is provided for the purpose of example only. Vendors can stock items listed below or other similar products and/or brands. Inclusion on this list is not an endorsement of any product by the New York City Department of Health and Mental Hygiene or the City of New York. To request inclusion of additional products on this list, please contact [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov). Updated 9/30/2013.

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### Sweet Snacks

18 Rabbits Jr. Granola Bar (30 g)

- *Chocolate Apricot, Chocolate Banana, Chocolate Cherry, Mango Strawberry*

Barbara's Bakery Fig Bars (38 g)

- *Whole Wheat*

Cascadian Farm Chewy Granola Bar (22 – 35 g)

- *Dark Chocolate Almond, Dark Chocolate Cranberry Trail Mix, Oatmeal Raisin, Peanut Butter Chocolate Chip, Vanilla Almond Cherry Trail Mix*

Cascadian Farm Crunchy Granola Bar (42 g)

- *Oats and Honey, Peanut Butter*

Clif Bar Mini (28 g)

- *All varieties*

Clif Crunch Bars (42 g)

- *Chocolate Peanut Butter, Peanut Butter*

Clif Kid Zbars (36 g)

- *Peanut Butter*

Clif Mojo Bars (45 g)

- *Honey Roasted Peanut, Mixed Nuts*

Enjoy Life Chewy Bar (28 g)

- *Cocoa Loco, Sunbutter Crunch*

Fiber One 90-Calorie Brownies (25 g)

- *Chocolate Chip Cookie, Chocolate Fudge, Chocolate Peanut Butter*

Fiber One Chewy Bars (23 – 40 g)

- *Chocolate Mocha, Oats and Chocolate, Oats and Strawberries, Trail Mix, 90-Calorie Chocolate*

Glenny's 100 Calorie Brownies (41 g)

- *Chocolate Chip, Peanut Butter*

Glenny's 100 Calorie Blondies (41 g)

- *Chocolate Chip*

Glenny's Whole Peanut Bars (32 g)

- *Peanuts and Peanut Butter*

Glutino Gluten Free Organic Bars (28 g)

- *Chocolate & Peanut, Chocolate Banana, Wildberry*

Health Valley Multigrain Chewy Granola Bar (29 g)

- *Blueberry, Chocolate Chip, Double Chocolate Chip*

Kashi Chewy Granola Bar (35 g)

- *Berry Lemonade with Chia, Cherry Dark Chocolate, Chocolate Almond and Sea Salt with Chia, Dark Mocha Almond, Honey Almond Flax, Peanut Peanut Butter, Trail Mix*

Kashi Crunchy Granola Bars (40 g)

- *Honey Toasted 7-Grain, Pumpkin Spiced Flax, Roasted Almond Crunch*

Kashi Layered Granola Bar (32 g)

- *Dark Chocolate & Coconut, Peanuttty Dark Chocolate*

Kashi Soft-Baked Cereal Bar (35 g)

- *Blackberry Graham, Cherry Vanilla, Ripe Strawberry*

This list includes examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines. This product list is provided for the purpose of example only. Vendors can stock items listed below or other similar products and/or brands. Inclusion on this list is not an endorsement of any product by the New York City Department of Health and Mental Hygiene or the City of New York. To request inclusion of additional products on this list, please contact [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov). Updated 9/30/2013.

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### Sweet Snacks (continued)

Kashi Soft-Baked Squares (1.4 oz)

- *Almond, Chocolate*

Kashi Soft 'n Chewy Bars (40 g)

- *Apple Cobbler, Banana Chocolate Chip, Berry Muffin*

Kind Bars (35 – 40 g)

- *Almond Walnut Macadamia & Protein, Apple Cinnamon and Pecan, Fruit & Nut Delight, Blueberry Pecan & Fiber, Cashew & Ginger Spice, Pomegranate Blueberry Pistachio & Antioxidants*

Kind Healthy Grains Bars (35 g)

- *All flavors*

Nabisco Honey Maid Lil' Squares (1.06 oz)

- *Honey*

Nature Valley Roasted Nut Crunch Bar (35 g)

- *Almond Crunch, Peanut Crunch*

Nature Valley Soft-Baked Oatmeal Squares (35 g)

- *Cinnamon Brown Sugar, Peanut Butter*

Nature's Path Chewy Granola Bars (35 g)

- *MMMaple Pecan Flax Plus, Pumpkin-N-Spice Flax Plus, Gluten-Free Chunky Chocolate Peanut, Gluten-Free Dark Chocolate Chip, Gluten-Free Trail Mixer*

Nature's Path Crunchy Granola Bars (35 – 40 g)

- *Apple Pie Crunch, Honey Oat Crunch, Peanut Buddy*

NuGO Slim Bars (45 g)

- *Raspberry Truffle*

Organic Food Bar Kids (38 g)

- *Keerunch, Ooatmeal, Ooohmega*

Plum Kids Organic Jammy Sammy Sandwich Bars (29 g)

- *Apple Cinnamon & Oatmeal*

ProBar Halo (37 g)

- *S'mores*

Pure Organic Ancient Grains Bar (35 g)

- *Chocolate Chunk Nut, Triple Berry Nut*

Quaker Crunchy Cookies (38 g)

- *Mixed Berry, Mixed Nuts*

Quaker Soft Baked Cookies (38 g)

- *Banana Nut*

### Crunchy Snacks

Baked! Lay's Potato Crisps

- *Original (0.875 oz – 1.125 oz), Barbecue (0.875 oz)*

Baked! Tostitos Scoops Tortilla Chips (0.875 oz)

- *Original*

California Classics (1.5 oz)

- *Apple Pie Crunch*

This list includes examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines. This product list is provided for the purpose of example only. Vendors can stock items listed below or other similar products and/or brands. Inclusion on this list is not an endorsement of any product by the New York City Department of Health and Mental Hygiene or the City of New York. To request inclusion of additional products on this list, please contact [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov). Updated 9/30/2013.

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### Crunchy Snacks (continued)

Doritos Reduced Fat Tortilla Chips (1 oz)

- *Spicy Sweet Chili*

Fiber Gourmet Half-Calorie Crackers (28 – 30 g)

- *Original, Cinnamon and Sugar, Everything*

Glenny's Soy Crisps (1.3 oz)

- *Apple Cinnamon*

Glenny's Whole Wheat Popped Crispy Chips (1 oz)

- *Sea Salt*

Herr's Baked Potato Crisps (1 oz)

- *Original*

Kashi Hummus Crisps (0.81 oz)

- *Caramelized Onion, Sundried Tomato, Basil & Feta*

Kettle Bakes Potato Chips (100-calorie pack or 0.8 oz)

- *Sea Salt, Sea Salt and Vinegar*

Mediterranean Snacks Baked Lentil Chips (1 oz)

- *Fiery Tomato, Parmesan Garlic, Rosemary, Sea Salt*

Mediterranean Snacks Hummus Crackers (1 oz)

- *Roasted Garlic, Roasted Red Pepper, Olive Tapenade*

PopChips Tortilla Chips (1 oz)

- *Chili Limon, Nacho Cheese, Ranch, Salsa*

PopChips Kettle Corn (1 oz)

- *Katy's Kettle Corn*

Popcorn Indiana Kettlecorn (1 oz)

- *Original*

Rhythm Superfoods Sweet Potato Chips (1 oz)

- *Hickory BBQ, Sea Salt*

Simply Chex (1.03 oz)

- *Strawberry Yogurt*

Rold Gold Hertzels (0.7 oz)

- *Original*

Skinny Pop Popcorn (0.65 oz)

- *Original*

Smartfood Selects Hummus Popped Chips (0.8 oz)

- *Feta Herb, Garlic Tomato Basil*

Snikiddy Eat Your Vegetables Chips (1 oz)

- *Sea Salt, Sea Salt & Lime, Sour Cream & Onion*

Special K Cracker Chips (0.87 oz)

- *All varieties*

Stacy's Pita Chips (1.5 oz)

- *Cinnamon Sugar*

Sunchips (1 oz)

- *Original, French Onion, Garden Salsa*

This list includes examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines. This product list is provided for the purpose of example only. Vendors can stock items listed below or other similar products and/or brands. Inclusion on this list is not an endorsement of any product by the New York City Department of Health and Mental Hygiene or the City of New York. To request inclusion of additional products on this list, please contact [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov). Updated 9/30/2013.

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### Crunchy Snacks (continued)

Utz Baked Crisps (1.125 oz)

- *Original, Ripple*

Wise Baked Potato Crisps (31 g)

- *Original*

Terra Potato Chips (1 oz)

- *Terra Blues*

The Better Chip (1 oz)

- *Corn, Jalapenos, Red Peppers with Salsa Fresca, Sweet Onions with White Cheddar*

### Cereal

All-Bran (25 – 50 g)

- *Original, Complete Wheat Flakes*

Back to Nature Granola To Go (1.5 oz)

- *Honey Almond*

Brothers All Natural Fruit and Oats (33 – 35 g)

- *Mixed Berry, Strawberry Banana*

Cheerios (0.63 – 1.3 oz)

- *Original, Apple Cinnamon, Honey Nut, Multigrain*

Corn Pops (0.75 oz)

- *Original*

Kashi Cold Cereal (1 oz)

- *Berry Blossoms, Honey Sunshine*

Kashi GoLean Cold Cereal (45 g)

- *Original*

Kashi GoLean Hot Cereal (40 g)

- *Honey Cinnamon, Creamy Truly Vanilla*

Kashi Heart to Heart Cereal (1 – 1.4 oz)

- *Honey Toasted Oat*

Kellogg's Multigrain Reduced Sugar Cereal (1 oz)

- *Cinnamon Flakes, Frosted Flakes*

Kellogg's Mini-Wheats (28 – 34 g)

- *Frosted Bite Size, Little Bites Cinnamon, Unfrosted Bite Size*

Kellogg's Raisin Bran (1.25 oz)

- *Original*

Kix (17 – 19 g)

- *Honey, Original*

Quaker Instant Oatmeal (28 g)

- *Original*

Total (24 – 33 g)

- *Raisin Bran, Whole Grain*

Wheaties (24 g)

- *Original*

This list includes examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines. This product list is provided for the purpose of example only. Vendors can stock items listed below or other similar products and/or brands. Inclusion on this list is not an endorsement of any product by the New York City Department of Health and Mental Hygiene or the City of New York. To request inclusion of additional products on this list, please contact [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov). Updated 9/30/2013.

*Package sizes that meet NYC Standards are listed in parentheses. Please note: **Other package sizes of these products may not meet the Standards.** Always read nutrition labels to confirm that products meet Standards.*

*The following products contain artificial flavors, artificial colors, and/or artificial or non-nutritive sweeteners. These products cannot be stocked in machines regularly used by children age 18 and under.*

Betty Crocker Oatmeal Bar (35 g)

- *Butterscotch, Chocolate Chip, Double Chocolate*

Blue Diamond Almonds (100-calorie pack)

- *Dark Chocolate*

David Sunflower Seeds (0.8 – 0.9 oz)

- *Nacho Cheese, Ranch*

Del Monte Fruit Cup, No Sugar Added (4 oz)

- *Diced Peaches, Diced Pears, Mandarin Oranges, Mixed Fruit*

Doritos Reduced Fat Tortilla Chips (1 oz)

- *Cool Ranch, Nacho Cheese*

Fiber Gourmet Crackers (28 g)

- *Cheese Thinnables*

Fiber One 90-Calorie Treats (23 – 25 g)

- *Chocolate Caramel & Pretzel, Chocolate Peanut Butter, Cinnamon Coffee Cake, Lemon Bar*

Fiber One Chewy Bar (28 – 40 g)

- *Chocolate, Oats and Caramel, Oats and Peanut Butter, Strawberry PB&J*

General Mills Cereal Bar (1.42 oz)

- *Apple Cinnamon Cheerios, Cocoa Puffs, Fruity Cheerios, Golden Grahams, Team Cheerios, Trix*

Kellogg's Froot Loops (28 g)

- *Reduced Sugar*

NuGO Smarte Carb Sugar Free Bars (50 g)

- *Peanut Butter Crunch*

Quaker Chewy 25% Less Sugar (24 g)

- *Chocolate Chip, Cookies and Cream, Peanut Butter Chocolate Chip*

Quaker Stila Oat Clusters Bits (20 g)

- *Strawberry, Cranberry & Yogurt*

Quaker Stila Crispy Oat Cookie Bars (26 g)

- *Blueberry, Strawberry*

Quaker Soft Baked Bars (42 g)

- *Banana Bread*

Quaker Soft Baked Cookies (38 g)

- *Chocolate Almond*

Simply Chex (1.25 oz)

- *Cheddar, Chocolate Caramel*

Special K Cereal Bar (20 – 23 g)

- *Blueberry, Chocolatey Pretzel, Honey Nut, Vanilla Crisp, Red Berries, Raspberry Cheesecake, Chocolatey Strawberry*

Sunrich Naturals Fruit Jerky (20 g)

- *Strawberry Kiwi*

**INSTALLATION, OPERATION, AND MAINTENANCE OF UP TO SIX (6)  
BEVERAGE AND SNACK VENDING MACHINES**

**SOLICITATION NO. 13116VENDMAC001**

# **APPENDIX B**

Includes:

- Bid Form Part A—Fee Offer
- Bid Form Part B—Additional Information

**THE CITY OF NEW YORK'S  
FINANCIAL INFORMATION SERVICES AGENCY/OFFICE OF PAYROLL  
ADMINISTRATION  
SOLICITATION NO. 13116VENDMAC001  
BID FORM (PART A-FEE OFFER)**

All information requested on this form must be submitted on this form. This Bid Form must be received by **July 21, 2016 at 3:00PM**. Any additional information should be submitted on 8 1/2" x 11" paper. Bidders are encouraged to submit more detailed information along with this form. All submissions become the property of the City.

**INSTRUCTIONS**

Bidders must complete the Bid Form for each item sold in each vending machine listed for each operating year in the License Agreement.

Please note that there may be various types of products within each "Items to be sold" category.

Bidders will then be required to specify its total overall bid in response to this RFB.

*(Note: the total overall bid is calculated by adding the "Total Overall Bid" dollar values submitted for each operating year included on the Bid Form).*

**Beverage Vending Machines**

\* For Item C, low calorie beverages are defined as beverages with 25 calories or less per 8 ounces. Besides water and seltzer, other low calorie beverage examples include "diet" and "zero" labeled drinks, unsweetened teas, flavored seltzer, and flavored water that meet the calorie limits. Please refer to the attached Appendix A - NYC Standards for Beverage Vending Machines.

\*\*For Item D, high calorie beverages are defined as beverages with more than 25 calories per 8 ounces. Examples include regular soda, sports drinks, flavored waters with added sugar, energy drinks, lemonade, juice drinks, 100% fruit or vegetable juice, sweetened iced tea, and sweetened coffee drinks. A Beverage Vending Machine shall have a maximum of two slots/buttons stocked with high calorie beverages. For more information, please refer to the attached Appendix A - NYC Standards for Beverage Vending Machines.

**Snack Vending Machines**

\*\*\* For Items A – E, examples of non-refrigerated food items that meet the NYC Standards for Food Vending Machines in each of these item categories may be found in the NYC Food Standards: Beverage Vending Machines Implementation Guide and Standards section of the New York City Food Standards for Beverage and Snack Vending Machines ("Standards"), attached hereto as Appendix A.

<b>VENDING MACHINE BID FORM FOR OPERATING YEAR 1</b>	
<b>VENDING MACHINE NO. 1 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 1</b>	<b>\$</b>

<b>VENDING MACHINE NO. 2 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 2</b>	<b>\$</b>

<b>VENDING MACHINE NO. 3 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 3</b>	<b>\$</b>

<b>VENDING MACHINE NO. 4 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 4</b>	<b>\$</b>

<b>VENDING MACHINE NO. 5 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 5</b>	\$

<b>VENDING MACHINE NO. 6 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 6</b>	\$

<b>VENDING MACHINE BID TOTALS FOR OPERATING YEAR 1</b>	
Total Bid Price for Vending Machine No. 1	<b>S</b>
Total Bid Price for Vending Machine No. 2	<b>S</b>
Total Bid Price for Vending Machine No. 3	<b>S</b>
Total Bid Price for Vending Machine No. 4	<b>S</b>
Total Bid Price for Vending Machine No. 5	<b>S</b>
Total Bid Price for Vending Machine No. 6	<b>S</b>
<b>Total Overall Bid for Operating Year 1</b>	<b>\$</b>

**VENDING MACHINE BID FORM FOR OPERATING YEAR 2****VENDING MACHINE NO. 1 [BEVERAGE]**

<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 1</b>	<b>\$</b>

**VENDING MACHINE NO. 2 [BEVERAGE]**

<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 2</b>	<b>\$</b>

**VENDING MACHINE NO. 3 [BEVERAGE]**

<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 3</b>	<b>\$</b>

**VENDING MACHINE NO. 4 [SNACK]\*\*\***

<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 4</b>	<b>\$</b>

<b>VENDING MACHINE NO. 5 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 5</b>	\$

<b>VENDING MACHINE NO. 6 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 6</b>	\$

<b>VENDING MACHINE BID TOTALS FOR OPERATING YEAR 2</b>	
Total Bid Price for Vending Machine No. 1	<b>S</b>
Total Bid Price for Vending Machine No. 2	<b>S</b>
Total Bid Price for Vending Machine No. 3	<b>S</b>
Total Bid Price for Vending Machine No. 4	<b>S</b>
Total Bid Price for Vending Machine No. 5	<b>S</b>
Total Bid Price for Vending Machine No. 6	<b>S</b>
<b>Total Overall Bid for Operating Year 2</b>	<b>\$</b>

<b>VENDING MACHINE BID FORM FOR OPERATING YEAR 3</b>	
<b>VENDING MACHINE NO. 1 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 1</b>	<b>\$</b>

<b>VENDING MACHINE NO. 2 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 2</b>	<b>\$</b>

<b>VENDING MACHINE NO. 3 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 3</b>	<b>\$</b>

<b>VENDING MACHINE NO. 4 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 4</b>	<b>\$</b>

<b>VENDING MACHINE NO. 5 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 5</b>	\$

<b>VENDING MACHINE NO. 6 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 6</b>	\$

<b>VENDING MACHINE BID TOTALS FOR OPERATING YEAR 3</b>	
Total Bid Price for Vending Machine No. 1	<b>S</b>
Total Bid Price for Vending Machine No. 2	<b>S</b>
Total Bid Price for Vending Machine No. 3	<b>S</b>
Total Bid Price for Vending Machine No. 4	<b>S</b>
Total Bid Price for Vending Machine No. 5	<b>S</b>
Total Bid Price for Vending Machine No. 6	<b>S</b>
<b>Total Overall Bid for Operating Year 3</b>	<b>\$</b>

<b>VENDING MACHINE BID FORM FOR OPERATING YEAR 4</b>	
<b>VENDING MACHINE NO. 1 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 1</b>	<b>\$</b>

<b>VENDING MACHINE NO. 2 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 2</b>	<b>\$</b>

<b>VENDING MACHINE NO. 3 [BEVERAGE]</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 3</b>	<b>\$</b>

<b>VENDING MACHINE NO. 4 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 4</b>	<b>\$</b>

<b>VENDING MACHINE NO. 5 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 5</b>	\$

<b>VENDING MACHINE NO. 6 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 6</b>	\$

<b>VENDING MACHINE BID TOTALS FOR OPERATING YEAR 4</b>	
Total Bid Price for Vending Machine No. 1	<b>S</b>
Total Bid Price for Vending Machine No. 2	<b>S</b>
Total Bid Price for Vending Machine No. 3	<b>S</b>
Total Bid Price for Vending Machine No. 4	<b>S</b>
Total Bid Price for Vending Machine No. 5	<b>S</b>
Total Bid Price for Vending Machine No. 6	<b>S</b>
<b>Total Overall Bid for Operating Year 4</b>	<b>\$</b>

**VENDING MACHINE BID FORM FOR OPERATING YEAR 5****VENDING MACHINE NO. 1 [BEVERAGE]**

<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 1</b>	<b>\$</b>

**VENDING MACHINE NO. 2 [BEVERAGE]**

<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 2</b>	<b>\$</b>

**VENDING MACHINE NO. 3 [BEVERAGE]**

<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Water	\$
Item B—Seltzer	\$
Item C—Other Low Calorie Beverages*	\$
Item D—High Calorie Beverages**	\$
<b>Total Bid Price for Vending Machine No. 3</b>	<b>\$</b>

**VENDING MACHINE NO. 4 [SNACK]\*\*\***

<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 4</b>	<b>\$</b>

<b>VENDING MACHINE NO. 5 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 5</b>	\$

<b>VENDING MACHINE NO. 6 [SNACK]***</b>	
<b>Items to be Sold</b>	<b>Cost to Customer per Item Sold</b>
Item A—Fruits and Vegetables	\$
Item B—Nuts, Seeds, Fruit/Nut Bars, and Trail Mix	\$
Item C—Crunchy Snacks	\$
Item D—Sweet Snacks	\$
Item E—Cereal	\$
Item F—Gum	\$
<b>Total Bid Price for Vending Machine No. 6</b>	\$

<b>VENDING MACHINE BID TOTALS FOR OPERATING YEAR 5</b>	
<b>Total Bid Price for Vending Machine No. 1</b>	<b>S</b>
<b>Total Bid Price for Vending Machine No. 2</b>	<b>S</b>
<b>Total Bid Price for Vending Machine No. 3</b>	<b>S</b>
<b>Total Bid Price for Vending Machine No. 4</b>	<b>S</b>
<b>Total Bid Price for Vending Machine No. 5</b>	<b>S</b>
<b>Total Bid Price for Vending Machine No. 6</b>	<b>S</b>
<b>Total Overall Bid for Operating Year 5</b>	<b>\$</b>

VENDING MACHINE BID FORM TOTALS FOR OPERATING YEARS 1 TO 5	
TOTAL OVERALL VENDING MACHINE BID FOR OPERATING YEARS 1 TO 5	
Total Overall Bid for Operating Year 1	S
Total Overall Bid for Operating Year 2	S
Total Overall Bid for Operating Year 3	S
Total Overall Bid for Operating Year 4	S
Total Overall Bid for Operating Year 5	S
Total Overall Bid for Operating Years 1 to 5	S

**Note 1:** In the event that the Agency chooses to exercise the five (5) year renewal option, the prices shall begin at the prices set forth in Year 5 of this Bid Form. The Vendor shall be permitted to increase prices *only once* during the renewal period. The increase in prices, if any, shall be based on the Consumer Price Index for all Urban Consumers (CPI-U) in the New York Area. The Vendor shall seek and obtain the Agency's written approval prior to charging customers the increased prices.

**Note 2:** Items may be substituted based on the number of sales or lack thereof. All substitutions *must* be approved in writing by the Agency.

**ACKNOWLEDGEMENT OF ADDENDA**

I hereby certify that I received the \_\_\_\_ (number of addenda received, if any) Addenda to this RFB.

SIGNATURES	
<b>Bidder's Name and Company [please print]:</b>	
<b>Bidder's Signature:</b>	<b>Date:</b>

**THE CITY OF NEW YORK'S  
FINANCIAL INFORMATION SERVICES AGENCY/OFFICE OF PAYROLL  
ADMINISTRATION  
SOLICITATION NO. 13116VENDMAC001  
BID FORM (PART B-ADDITIONAL INFORMATION)**

All information requested on this form must be submitted on this form. This Bid Form must be submitted by no later than **July 21, 2016 at 3:00PM**. Any additional information should be submitted on 8 1/2" x 11" paper. Bidders are encouraged to submit more detailed information along with this form. All submissions become the property of Agency.

**ADDITIONAL INFORMATION**

**NAME:** Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**EIN #** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE** (*You should provide at least two (2) numbers at which Agency will be able reach you*):

**BUSINESS:** (    ) \_\_\_\_\_

**CELLULAR:** (    ) \_\_\_\_\_ **FAX:** (    ) \_\_\_\_\_

**HOME:** (    ) \_\_\_\_\_

**OTHER:** (    ) \_\_\_\_\_

*(If this line is completed, please indicate a contact person or explain further)*

List all permits, licenses, leases, and franchises issued by the city or state agencies held by you (including a brief description and term (commencement date/expiration date)).

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**NY State Sales Tax ID:** (*Not* SSN or EIN): \_\_\_\_\_

**Tax I.D. Number:** (*Not* SSN or EIN): \_\_\_\_\_

List all current City/Agency permits held by you and/or any entity you control:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Are you a veteran?      Yes       No

Briefly describe your experience and qualifications:

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I certify that additional pages attached to the bid form are printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the Bid Instructions.

I certify that all statements on this form are true to the best of my knowledge.

\_\_\_\_\_  
**Print Name/Company**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**INSTALLATION, OPERATION, AND MAINTENANCE OF UP TO SIX (6)  
BEVERAGE AND SNACK VENDING MACHINES**

**SOLICITATION NO. 13116VENDMAC001**

# **EXHIBIT A**

Includes:

- Cover Sheet to the General Provisions
- General Provisions

**THE CITY OF NEW YORK'S  
FINANCIAL INFORMATION SERVICES AGENCY/OFFICE OF PAYROLL ADMINISTRATION  
SOLICITATION NO. 13116VENDMAC001  
COVER SHEET TO GENERAL PROVISIONS**

<b>LICENSEE INFORMATION</b>			
<b>Company's Name:</b>			
<b>Address:</b>			
<b>Telephone:</b>		<b>Cellular:</b>	
<b>Contact:</b>		<b>Fax:</b>	
<b>DESCRIPTION OF LICENSE</b>			
For the Installation, Operation and Maintenance of up to six (6) beverage and snack vending machines for our offices located at 450 W 33rd Street in the borough of Manhattan.			
<b>LICENSED AREA</b>			
<b>Vending Machine Locations</b>	<b>Borough of Vending Machine Location</b>	<b>Number and Type of Vending Machine(s) per Location</b>	
FISA/OPA 450 W 33rd Street, New York, NY 10001 3rd Floor, 4th Floor, and 10th Floor	Manhattan  Manhattan  Manhattan	1 Beverage, 1 Snack  1 Beverage, 1 Snack  1 Beverage, 1 Snack	
<b>LICENSE TERM</b>			
<b>Effective Date:</b>	Issuance of Notice to Proceed		
<b>Expiration Date:</b>	Five (5) years from issuance of Notice to Proceed with one (1) five (5) years renewal term exercisable at the City's sole discretion.		
<b>INSURANCE REQUIREMENTS</b>			
<b>Commercial General Liability</b>	One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate, and excess liability minimum of Five Million Dollars (\$5,000,000), with a deductible no higher than Twenty-Five Thousand Dollars (\$25,000).		
<b>Workers' Compensation</b>	As Required by Law		
<b>Disability Benefits</b>	As Required by Law		
<b>Unemployment Insurance</b>	As Required by Law		
<b>Commercial Automobile Liability Insurance</b>	As Required by Law		
<b>Additional Insureds</b>	As stated in Section C4 (ADDITIONAL REQUIREMENTS DURING THE TERM OF LICENSE) of the RFB and pursuant to Attachment 1/Additional Insured.		
<b>Security Receipt No.:</b>	<b>Receipt Date:</b>	<b>Security Deposit Value: \$500.00</b>	
As stated in Section C2 (ADDITIONAL REQUIREMENTS DURING THE TERM OF LICENSE) of the RFB, a security deposit in the amount of 500.00 will be required for the duration of the License term. This security deposit, which may be in the form of a letter of credit or other format (i.e. certified check) approved by Agency, will be due upon signing the License.			
<b>SEE ATTACHED TERMS AND CONDITIONS</b>			
<b>SIGNATURES</b>			
<b>Terms Accepted By:</b>		<b>Title:</b>	
<b>Issued By:</b>		<b>Date:</b>	

1. **DEFINITIONS** This document shall be referred to as the "License". The named person or entity to whom this License is issued, and who signs this License, shall be referred to in this document as "Licensee". The City of New York and the Financial Information Services Agency (FISA)/Office of Payroll Administration (OPA) shall be referred to as "City" and "Agency" respectively. The area occupied by the vending machines is hereby defined as the "Licensed Area". The Licensed Area(s) is more fully described in the Cover Sheet to the General Provisions, hereinafter referred to as the "Cover Page", attached hereto and made a part hereof. The period between the effective date and the expiration date set forth on the Cover Page shall be referred to as the "Term."

2. **TRANSFERS** This License is issued solely to the Licensee on the basis of statements Licensee submitted in its Bid. Licensee shall not sell, transfer or sublicense this License or allow anyone else or any other entity to operate a License under this License without the Agency's written consent.

3. **IDENTIFICATION AND ADDRESS** The Licensee will be required to present picture identification (such as a driver's license or a passport) and proof of address (such as a utility bill) in order to sign the License. In addition, the Licensee is must provide the Agency with at least two (2) telephone numbers at which he/she may be contacted. The Licensee must notify the Agency immediately should there be a change in the address or phone number(s) previously submitted to the Agency.

The Licensee must provide proof of his/her identification and address by submitting acceptable documentation such as a government issued photo ID, current utility bills, bank statements or rental/lease agreements, or a certificate of incorporation to the Agency. Documents listing a post office box or commercial receiving agency as the mailing address shall not satisfy the requirements of this Section. The Licensee must notify the Agency within three (3) business days of any change in either Licensee's address or phone number as set forth on the Cover Page. Licensee's employees on the Agency premises must display photo ID, badge, card or other similar documentation identifying them as employees of the Licensee. In addition, the Licensee must comply with the Agency's security requirements set forth in the section entitled "Security".

4. **ASSUMPTION OF RISK** In accepting this License, Licensee assumes all of the risks involved in operating the License hereunder. Licensee represents that Licensee has inspected the Licensed Area and found it suitable for Licensee's purpose and in operating condition. Subject to Agency's prior written approval,

any improvements and repairs deemed necessary shall be performed by Licensee at Licensee's sole cost and expense.

5. **SCOPE OF LICENSE** The Agency authorizes Licensee to operate the vending machines described on the Cover Page in accordance with the terms and conditions set forth in this License. Licensee shall sell only the items approved in advance by the Agency.

The Agency further reserves the right, after installation of the vending machines, to request the removal or relocation of any or all vending machines within the Agency's facility. The Agency must approve any new machine(s) in the Licensed Area prior to installation. The Vendor shall remove or relocate the machines at its sole cost or expense upon forty-eight (48) hours written notice from the Agency.

6. **PRICE LISTS** Licensee shall conspicuously display the prices for each item sold in all vending machines located in the Licensed Area, identical to those which have been reviewed and approved by the Agency, and charge no more for those items than the posted, approved amounts. Licensee shall not add items to Licensee's approved list of items for sale in the vending machines without the prior written approval of the Agency. Upon approval, the prices for each item to be sold from the vending machines shall be annexed to the General Provisions and its Cover Page and made a part hereof, as Appendix B.

7. **OPERATIONS** Licensee shall operate and maintain the vending machines for the use of the Agency's staff and visitors. Vending machines may only be accessed and maintained by the Licensee during the open hours of 8:00AM to 5:00PM, Monday through Friday, for the various facilities in which the Licensed Area is located. Changes in hours of operation are subject to prior written approval from the Agency.

Licensee shall provide up to six (6) vending machines (three (3) beverage vending machines and three (3) snack food vending machines). The Agency reserves the right, at any time during the License term, to require the Vendor to decrease and to subsequently increase to a maximum number of six (6) vending machines. Licensee shall be solely responsible for all costs associated with the operation of the vending machines, including but not limited to installation, repair, servicing, stocking, licenses, permits, insurance and damages. The specific locations of the vending machines are subject to the Agency's approval. Licensee's responsibilities shall also include, but not be limited to:

- (a) stocking the vending machines with adequate amounts of quality brand name merchandise;

AGREED TO: \_\_\_\_\_

Licensee's Signature

\_\_\_\_\_ Date

(b) ensuring that the vending machines remain in proper working order and proper appearance at all times;

(c) refunding, in cash, any monies that are lost in any vending machines due to their malfunction or where applicable refunding payments made by credit card/debit card, or the like, via return credit or cash;

(d) establishing procedures, to be approved by the Agency, to ensure prompt refunds;

(e) securing all permits and licenses required by any Federal, State or Municipal law, ordinance, regulation or rule for the installation or operation of vending machines;

(f) providing adequate staff to service the vending machines;

(g) anchoring or securing all machines to prevent tilting.

**8. CITYWIDE FOOD AND BEVERAGE VENDING MACHINES STANDARDS**

Licensee should be aware that the City has developed *Citywide Food and Beverage Vending Machines Standards* ("Standards"), which are attached to the solicitation as Appendix A. Licensee will be required to comply with these Standards.

The Standards may be changed during the term of the License. Licensee will be required to comply with any new and/or changed Standards in the operation of vending machines at all vending locations. Notwithstanding the foregoing, if the implementation of such new or changed Standards will result in a material adverse effect on the Licensee's cost, upon submission to the Agency of documentation satisfactory to the Agency demonstrating such effect, Licensee and the Agency may amend the License as agreed upon between the Agency and the Licensee. If the Agency and Licensee are unable to reach agreement on such amendment, Licensee may terminate the License upon 90 days prior written notice to the Agency.

**9. FREE ACCESS** The Licensee shall not block any sidewalk, pathway, facility entrance, or other pedestrian walkway with Licensee's equipment or supplies. The Licensee shall place Licensee's equipment and supplies in such manner that at least a six (6) foot walkway is available to pedestrians at all times. Licensee shall cooperate with the Agency during special and unforeseen events.

**10. TERMINATION AND REMOVAL** The Agency may terminate this License at any time for any reason. Licensee will be given a written termination notice should the Agency desire to terminate the License, such termination to be immediately effective upon the mailing, delivery by hand or facsimile transmission

thereof. Licensee expressly waives any and all claims against the Agency for losses and or damages Licensee may suffer in the event of termination. Furthermore, the Agency will not reimburse Licensee's unamortized capital improvement costs as of the date of said termination.

Upon the expiration, or sooner termination of this License, Licensee shall immediately cease all operations under this License and shall vacate the Licensed Area without any further notice by the Agency, and without resort to any judicial determination regarding termination of this License.

Licensee shall, on or prior to the expiration or termination date, remove all Licensee's personal property from the Licensed Area. Any personal property remaining on the Licensed Area after the expiration, or sooner termination, of this License, shall be deemed abandoned by Licensee. Licensee shall remain liable to the Agency for any damages, including lost revenue to the Agency and the cost of removal or disposal of personal property left at the Licensed Area by the Agency should Licensee fail to cease operations, vacate or remove all possessions from the Licensed Area on or before the expiration or termination date.

**11. SANITATION**

The Licensee will be required to keep the Licensed Area clean and neat and free of all waste, garbage, refuse, rubbish and litter at all times. The Licensee must remove from the Licensed Area, at Licensee's sole cost, all waste, garbage, refuse, rubbish, and litter generated from the installation, repair, replacement, servicing, and stocking of the vending machines. The Licensee must comply with all City, State, and Federal regulations regarding recycling.

**12. EQUIPMENT AND MAINTENANCE**

The Licensee shall purchase, supply or otherwise obtain use of all equipment necessary for the operation of this License, including the vending machines. Such vending machines must be kept in good condition. The Agency reserves the right to require replacement of vending machines that are in poor condition or that do not meet New York City Department of Health & Mental Hygiene ("DOHMH") specifications and requirements.

Licensee shall, at its sole expense, maintain and operate the vending machines in a good and safe condition and in accordance with industry standards. Licensee shall perform regular routine maintenance of vending machines and its contents. It is necessary to keep all vending machines clean and free of graffiti. This involves ensuring that the vending machines do not leak any type of fluid, including water, onto the ground. The vending machines must not be damaged or dented.

AGREED TO: \_\_\_\_\_

Licensee's Signature

\_\_\_\_\_ Date

**13. DISABLED ACCESS** The Licensee shall comply with all City, State and Federal laws relating to access for persons with disabilities. The Licensee shall comply with all New York City, State and Federal requirements to provide safe access to the vending machines for everyone, including persons with disabilities. Licensee shall meet and exceed the minimum accessibility requirements whenever possible.

**14. NO TOBACCO/ALCOHOL/POLYSTYRENE** The selling and/or advertisement of cigarettes, cigars, or any other tobacco products is strictly prohibited. The Licensee may not sell alcoholic beverages. In addition, smoking in any facility is strictly prohibited. The Licensee may not use polystyrene packaging or food containers in the operation of the License. It is the Licensee’s responsibility to adhere to and enforce the prohibitions of this Section.

**15. SECURITY** The Licensee, at its sole cost and expense, is responsible for the security of its vending machines in the Licensed Area. The Licensee must secure its vending machines and any other associated equipment, and must ensure that each machine is equipped with sealed tamper proof registers. The Licensee must cooperate with the Agency to ensure security of the area surrounding the Licensee’s vending machines.

The Licensee must comply with the Agency’s security, access and building requirements while installing, repairing replacing, servicing, and stocking the vending machines in the Licensed Area. The Licensee’s employees on the Agency’s premises must display photo I.D. identifying them as employees of the Licensee.

**16. SECURITY DEPOSIT** Licensee’s security deposit, the dollar amount as set forth on the Cover Page of this License, will be held, without liability for the City to pay interest thereon, to ensure that Licensee fulfills all the terms and conditions of this License. If Licensee fails to perform any of the terms and conditions of this License, then the Agency may, at its option, and without prejudice to any other remedy which the City may have on account thereof, appropriate and apply the security deposit or as much as is required to compensate the City toward (a) the payment of sums due from the Licensee or (b) towards any loss, damage or expense sustained by the City resulting from such default on the part of Licensee. If Licensee fails to comply with Section 11. “SANITATION” herein, the costs of cleanup will be deducted from Licensee’s security deposit. If Licensee operates without insurance, or in a location in the building other than the Licensed Area, or at times not authorized by this License, the Agency may also seize Licensee’s security deposit. If Licensee causes any

damage to the Agency’s property, the security deposit may also be used to pay for the repairs. If part of Licensee’s security deposit is used for any purpose, Licensee shall replace that sum within thirty (30) days of the Agency appropriation of such sum. Failure to replace such sum as required herein may result in the termination of this License. Licensee is responsible for any costs beyond those covered by the security deposit. If Licensee ceases Licensee’s operations in the Licensed Area prior to the termination of this License, the Agency may seize Licensee’s security deposit.

**17. INSURANCE** Licensee shall provide the City/Agency with evidence that Licensee has insurance coverage of the kinds and with the limits set forth on the Cover Page of this License. Licensee shall provide the City/Agency with proof of its insurance coverage upon request at any time during the Term of this License. The Licensee shall carry Commercial General Liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate, and excess liability of Five Million Dollars (\$5,000,000) with a deductible no higher than Twenty-Five Thousand Dollars (\$25,000), naming the City of New York and the Financial Information Services Agency, the Office of Payroll Administration, and including its officials and employees, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26. Licensee is on notice that the City may require higher liability limits if, in the opinion of the Commissioner, the proposed program warrants it. A food and beverage rider on Licensee’s liability policy is required for selling food under this License. In addition, the Licensee shall carry Worker’s Compensation, Employer’s Liability, Disability Benefits, and Unemployment Insurance insofar as required by law and with such limits and terms as required by law. The Licensee shall maintain Commercial Automobile Liability Insurance covering all owned, non-owned, hired and borrowed vehicles to be used in connection with this License.

In addition, the Building Management at 450 W 33<sup>rd</sup> Street, where the Agency is located, must be named as additional insured on the insurance certificate as indicated on Attachment 1—Additional Insureds, which is annexed hereto, in the amounts listed.

**18. INDEMNIFICATION AND HOLD HARMLESS** Licensee is personally responsible for any claims made by either City/Agency Staff or visitors against Licensee or the City/Agency arising from the operation of the vending machine services authorized under this License.

(a) Licensee assumes all risks in Licensee’s operation under this License. To the fullest extent

AGREED TO: \_\_\_\_\_

Licensee’s Signature

\_\_\_\_\_ Date

permitted by law, Licensee shall hold harmless and indemnify the City and Agency, their officers, employees and agents, from any and all claims, actions and judgments arising out of any violation of any law and from any and all claims, actions and judgments for illness, loss, damage or injury, including death, or property damage of whatever kind or nature arising from Licensee's operation, including Licensee's negligence or carelessness or that of Licensee's agents, servants and employees, contractors, licensees and invitees.

(b) Licensee's obligation under this Section shall not be affected in any way by the absence or lapse in any case of covering insurance or by the failure or refusal of any insurance policies affecting the Licensed Area.

(c) If any claim, action or proceeding is made or brought against the City or Agency pertaining to this License, Licensee at Licensee's sole cost and expense, shall resist or defend such claim, action or proceeding.

(d) The provisions of this Section and all other indemnity provisions of this License shall survive the expiration date or sooner termination of this License with respect to any liability, suits, obligation, fine, damage, penalty, claim, cost, charge or expense arising out of or in connection with any action or failure to take action or any other matter occurring prior to the expiration date of this License.

(e) In the event any person or property is injured or damaged due to collapse, breakage, failure, malfunction or misuse of any building(s), structure(s), equipment, apparatus, or materials, of any sort, associated with or used by Licensee or its agents pursuant to the operation of this License, regardless of whether such injury or damage occurred in the Licensed Area, Licensee shall indemnify the City, Agency, their officers, employees and agents from all costs, claims, actions, and judgments, arising out of such injury or damage.

**19. STORAGE** The permitted storage areas are inside the vending machines. No additional space is to be used for vending, storage, advertising or any other purpose without the Agency's prior written approval. Licensee is prohibited from storing any equipment or supplies, other than within the vending machines themselves, in any Agency facility without the Agency's prior written approval. No item or products shall be placed or stored upon any public space, including the ground adjacent to Licensed Area without the Agency's prior written approval. If material is stored or displayed outside of the vending machines, all expenses associated with enforcement of that provision shall be reimbursed by Licensee to the City.

**20. UTILITY COSTS**

The Agency makes no representations regarding the adequacy of utilities currently in place at the Licensed Area. The Licensee must pay for any and all utility costs connected with the operation of the vending machines during the License term. The Licensee must reimburse the Agency for electrical services provided through facilities controlled by the Agency and as applicable, other utilities provided to the Licensee at the Licensed Area. These utility costs include, but are not limited to, paying all water and sewer charges that the Department of Environmental Protection (DEP) assesses for water usage. The Licensee must reimburse the Agency within thirty (30) days of its receipt of a bill from Agency. Failure to reimburse the Agency may result in the appropriation of the Licensee's security deposit.

The Licensee will be required to reimburse the Agency an annual flat electrical charge (estimated at \$85.41 per machine). The flat charge includes electrical consumption in the entire Licensed Area. The Licensee must reimburse the Agency within thirty (30) days of its receipt of a bill from the Agency. Failure to reimburse the Agency may result in the appropriation of the Licensee's security deposit. The electrical charge was determined as follows: The operation of one (1) vending machine which consumes 1.8 KWH per day for 365 days at \$.13 per KWH. The electrical charge is subject to change and shall be adjusted by the Agency according to the applicable cost per KWH and the total number of vending machines located at the Licensed Area.

**21. FIXED EQUIPMENT** The City represents that it has right and/or title to all equipment and fixtures located in the Licensed Area. Right and/or title to any construction, renovation, or improvements made to the Licensed Area shall vest in and belong to the City at the City's option, which option may be exercised at any time after the substantial completion of the affixing of said equipment or the substantial completion of such construction, renovation or improvement. To the extent City chooses not to exercise such option, Licensee shall remove such items at its sole cost and expense, upon expiration or sooner termination of the License, and restore the Licensed Area to its original condition and to the satisfaction of the Agency.

**22. DESIGN APPROVAL** The design, placement and colors for all vending apparatus, equipment and facilities are subject to the prior written consent of the City/Agency.

**23. ITEMS SOLD AND PRICES** All fees, prices, and any subsequent increases or changes to the items sold are subject to the Agency's prior written approval.

AGREED TO: \_\_\_\_\_

Licensee's Signature

\_\_\_\_\_ Date

24. **RECORDS OF SALES** The Licensee shall maintain records of the following information in a form suitable for audit by the City/Agency or the Office of the Comptroller of the City of New York:

- (a) Sales activities from the vending machines, recorded separately.
- (b) A record of the physical inventory of products for sale, maintained with the beginning and ending inventory of every item sold in the vending machines, properly recorded on a regular basis.
- (c) The cash collections must be reconciled with the amounts shown in the record of the physical inventory.
- (d) Cash receipts from the operation under this License must be deposited regularly in a separate bank account located in New York City and reconciled with the sales reports.
- (e) Copies of paid invoices for merchandise purchased for resale shall be retained.
- (f) Related records of the operation authorized hereunder shall be retained for a period of at least six (6) years from the expiration or sooner termination of this License.

25. **AUDIT** The Licensee shall make available to the office of The Comptroller of the City of New York, and/or the City's/Agency's auditor, on demand, all books, records, documents and correspondence pertaining to this License, for the purpose of examination, audit, review or any purpose deemed necessary by the Office of the Comptroller of the City of New York or the Agency Head.

26. **TAXES** The Licensee is responsible for obeying all relevant laws, rules and regulations and obtaining all necessary permits and licenses. Licensee shall obtain and provide to the City/Agency a New York State Sales Tax Number from the New York City Department of Finance. Licensee shall collect and pay New York State and City Sales Tax as well as all other applicable taxes. If the Licensed Area includes facilities in the Borough of Manhattan that are south of 96<sup>th</sup> Street, to the extent applicable, Licensee shall pay the New York City Commercial Rent or Occupancy taxes.

27. **NOTICE TO CURE** The Licensee shall comply with all directions and instructions the City/Agency issues to Licensee. Licensee acknowledges and understands that failure to comply with any such directive or with any of the provisions of this License within ten (10) days or any shorter period set forth in

any directive may result in the suspension and/or termination of this License. The City/Agency may impose a \$250.00 administrative fee for reinstatement of a suspended License.

28. **SUSPENSION** This License may be suspended for any reason with written notice from the City/Agency. Such suspension shall be immediately effective upon the mailing, facsimile or hand delivery thereof. In the event of such notice of suspension, Licensee shall not operate. In the event that Licensee's business is disrupted due to construction where the Licensed Area is located, this License may be suspended, at the City/Agency's option. If the suspension is related to the City/Agency's construction, the City/Agency in its sole discretion may extend the Term of this License by the amount of time Licensee was prevented from operating.

29. **NO EXCLUSIVE VENDING RIGHTS** Licensee acknowledges and understands that the License will not grant the Licensee exclusive rights to sell in the Licensed Area. Moreover, the Agency may grant other permits or licenses to vendors to sell the same or similar items authorized under this License within the same facility in which the vending machine(s) is/are located. The Agency does not guarantee that illegal vendors, persons unauthorized by the Agency or disabled veteran vendors will not compete with the Licensee or operate near the Licensed Area.

30. **OTHER LICENSES AND PERMITS** The City/Agency's License is not a substitute for a Consumer Affairs or a DOHMH license. For many locations, and for many types of agreements, more than one license or permit may be required. Without ALL necessary licenses or permits, Licensee may be fined, Licensee's items or merchandise may be confiscated and Licensee may be prevented from operating the License at the Licensed Area. Licensee shall check for license/permit requirements with the following department:

**FOOD AND BEVERAGE ITEMS**  
Department of Health & Mental Hygiene  
125 Worth Street  
New York, NY 10013  
[nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov)

For additional information, please dial 311.

31. **SPECIAL EVENTS** Licensee shall cooperate with the City/Agency during special and unforeseen events. It is expressly understood that this License shall in no way limit the City's/Agency's right to sponsor or promote Special Events or to enter into agreements with third parties to sponsor or promote such events. The City/Agency reserves the right to relocate the Licensee from the Licensed Area or suspend operations under the

AGREED TO: \_\_\_\_\_

Licensee's Signature

\_\_\_\_\_ Date

License in the event that such Special Event occurs within the Licensed Area. The City/Agency will use its reasonable efforts to ensure that such third parties will be responsible for maintenance and cleanup of the Licensed Area associated with any such Special Event.

**32. LICENSE/SIGNAGE DISPLAY & ADVERTISING** Licensee shall conspicuously display the 311 sign and this License, or any other permit, license, sticker or identification issued to Licensee by the Agency, the City or any governmental agency for display purposes on Licensee’s vending apparatus as described on the Cover Page. At its sole cost and expense, Licensee shall obtain, possess, and display in the Licensed Area all licenses and permits that are required to operate this License in accordance with all City, state, and federal laws.

A menu, price list, and beverage and food calorie labels must also be displayed at all times for *all* items in a visible location and are subject to the City’s/Agency’s prior written approval.

Licensee is prohibited from putting advertisements on the exterior of the vending machines unless approved in writing by the City/Agency. Licensee is prohibited from placing or permitting the placement of advertisements at the vending locations without the prior written approval of the City/Agency. In the event that advertising is allowed, the following standards will apply: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall also be prohibited. Any such prohibited material displayed or placed shall be immediately removed by the Licensee upon notice from the City/Agency. In addition, advertising of product brands is strictly prohibited without the City/Agency’s prior written approval. Any and all signage is subject to the City’s/Agency’s prior written approval.

**33. NO DISCRIMINATION** Licensee shall not discriminate against any customer, employee or applicant for employment because of race, creed, sex, color, sexual preference or orientation, national origin, or any other protected class of individuals as defined by City, state or federal laws, rules or regulations. As used herein, the term “employment” shall mean and include, without limitation, the following: recruited, whether by advertising or other means, compensation, selected for training, including apprenticeship, promoted, upgraded, downgraded, transferred, laid off, and terminated. Any violation of this paragraph shall be deemed a material breach of this License for which it may be terminated or suspended.

**34. LIQUIDATED DAMAGES** (a) Licensee agrees that any failure to perform requirements to such standard as set forth in the following sections : Section 5. SCOPE OF LICENSE, Section 6. PRICE LISTS, Section 10. TERMINATION AND REMOVAL, Section 12. EQUIPMENT AND MAINTENANCE, Section 13. DISABLED ACCESS, Section 14. NO TOBACCO/ALCOHOL/POLYSTYRENE, Section 15. SECURITY, Section 21. FIXED EQUIPMENT, Section 33. NO DISCRIMINATION, and Section 35. INSPECTIONS AND INVESTIGATIONS of this License shall result in injuries to the City and its residents, businesses and institutions the compensation for which will be difficult to ascertain. Accordingly Licensee agrees that notwithstanding any other remedy at law to ensure Licensee’s compliance with the provisions of this License, the liquidated damages in the amounts set forth herein below are fair and reasonable compensation for such injuries and do not constitute a penalty or forfeiture. Liquidated damages may be assessed in accordance with the following schedule:

<u>Provision</u>	<u>Liquidated Damage Per Occurrence</u>
Unauthorized Items	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Unauthorized Expansion	\$350
Blocked Exits	\$350
Improper Disposal (Noxious liquids, debris, etc.)	\$350
Vending Machine Leaking Fluids	\$350
Vending Machine Obviously Damaged or in Poor Repair	\$250
Graffiti, Dirty Vending Machine or Dirty Licensed Area	\$350
Vending at Unauthorized Location	\$250
Unauthorized Advertising	\$100
Improper Storage	\$350
311 Sign Not Displayed	\$250

AGREED TO: \_\_\_\_\_

Licensee’s Signature

\_\_\_\_\_

Date

Failure to Comply with  
Applicable Vending Standards \$350

Licensee will receive written notice each time that the City/Agency determines Licensee has violated or failed to comply with the requirements set forth herein. If Licensee fails to pay liquidated damages to the City/Agency within five (5) days of receipt of notice, this License may be suspended or terminated. In addition, the City/Agency may seize Licensee’s security deposit, described in Section 16. SECURITY DEPOSIT herein, to cover the amounts of any outstanding payments for liquidated damages.

(b) If Licensee receives a fine for one of the above violations, there is a process by which such fine may be appealed if Licensee believes that the fine has been assessed in error. Licensee may file an appeal as follows:

(i) If Licensee wishes to appeal the assessment, a notice of appeal must be delivered to the City/Agency within ten (10) business days along with a statement of reasons why Licensee believes the assessment was erroneous. The statement of reasons must be signed and notarized. Any evidence supporting Licensee’s appeal (such as photographs, documents, witness statements) should also be included.

(ii) If no appeal is received within 10 business days of the date the assessment is mailed, the assessment shall be considered final and charged to Licensee’s account.

(c) Adjudication of an appeal:

The appeal shall be sent to the FISA/OPA General Counsel, whose office is located at 450 W 33<sup>rd</sup> Street, 4<sup>th</sup> floor, New York, NY 10001. The Agency Head has designated the General Counsel’s Office to decide the merits of these appeals. The decision of the General Counsel shall constitute the final decision of the Agency.

(i) The General Counsel is authorized to investigate the merits of the appeal, but is not required either to hold a hearing or to speak to the Licensee in person.

**35. INSPECTIONS AND INVESTIGATIONS**

(a) Licensee shall allow authorized City/Agency employees with photo identification to inspect the Licensed Area and the vending machines which Licensee operates at any time.

Additionally, inspectors from City/Agency shall make unannounced visits to the Licensed Area to inspect operations and determine whether Licensee is in compliance with the terms and conditions of the

License. The City/Agency may issue directives to Licensee regarding any violations found in the Licensed Area. Licensee shall comply with all City/Agency directives within the time period specified therein. In addition, any violations of the terms and conditions of this License may result in the assessment of liquidated damages for each violation pursuant to Section 34. LIQUIDATED DAMAGES herein above.

(b) The parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (hereinafter “State”) or City governmental agency or authority that is empowered directly, or by designation, to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

(c) (i) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly, or by designation, to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self- incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development cooperation within the City, then;

(d) (i) The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(ii) If any non-governmental party to the hearing

AGREED TO: \_\_\_\_\_

Licensee’s Signature

\_\_\_\_\_ Date

requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (e) below without the City incurring any penalty or damages for delay or otherwise.

(e) The penalties which may attach after a final determination by the Commissioner or agency head may include but shall not exceed:

(i) The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person or entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City, and/or

(ii) The cancellation or termination of any and all existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

(f) The Agency Head shall consider and address in reaching his or her determination, and in assessing an appropriate penalty, the factors in paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (iii) and (iv) below, in addition to any other information that may be relevant and appropriate.

(i) The party’s good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony in sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject and its contracts, leases, permits or licenses with the City.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (d) above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in (c)(i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potentially adverse impact a penalty will have on such person or entity.

(g) (i) The term “License” as used herein shall be defined as a license, permit, franchise or concession not granted as a matter or right.

(ii) The “person” as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term “entity” as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(iv) The term “member” as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

(h) In addition to and notwithstanding any other provision of this License the Commissioner or Agency Head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event Licensee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money goods requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City of other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Licensee, or affecting the performance of this License Agreement.

**36. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE** This License shall be deemed to be a contract (“Contract”) executed in the City of New York, State of New York, regardless of Licensee’s domicile, and shall be governed by and construed in accordance with the laws of the State of New York.

Licensee agrees that any and all claims asserted by or against the City arising under this License or related thereto shall be heard and determined either in

AGREED TO: \_\_\_\_\_

Licensee’s Signature

\_\_\_\_\_ Date

the courts of the United States located in New York (“Federal Courts”) or in the courts of the States of New York (“New York State Courts”) located in the City and County of New York. To effect this agreement and intent, Licensee agrees to the following:

(a) If the City initiates any action against the Licensee in Federal Court or in New York State Court, service of process may be made on the Licensee either in person, wherever such Licensee may be found, or by registered mail addressed to the Licensee at its address as set forth in this License, or to such other address as the Licensee may provide to the City in writing; and

(b) With respect to any action between the City and the Licensee in New York State Court, the Licensee hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens, (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.

(c) With respect to any action between the City and the Licensee in Federal Court located in New York City, the Licensee expressly waives and relinquishes any right it might otherwise have more to transfer the action to a United States Court outside the City of New York.

(d) If the Licensee commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Licensee shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Licensee shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

If any provision of this Section is held unenforceable for any reason, each and every other provision shall nevertheless remain in full force and effect.

**37. WAIVER OF TRIAL BY JURY**

(a) The parties hereto waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other in any matter related to this License. Any action taken by the Agency Head relating to this License may only be challenged in a proceeding instituted in New York County pursuant to CPLR Article 78.

(b) No action at law or proceeding in equity against the City or Agency shall lie or be maintained upon any claim based upon this License or arising out of this License or in any way connected with this License

unless Licensee shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

(c) No action shall lie or be maintained against the City or Agency by Licensee upon any claims based upon this License unless such action shall be commenced within six (6) months of the termination or conclusion of this License, or within six (6) months after the accrual of the cause of action, whichever first occurs.

(d) In the event any claim is made or any action brought in any way relating to this License herein other than an action or proceeding in which Licensee and the City/Agency are adverse parties, Licensee shall diligently render to the City/Agency and/or the City of New York without additional compensation any and all assistance which the City/Agency and/or the City of New York may reasonably require of Licensee.

**38. PROCUREMENT OF AGREEMENT**

Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. Licensee further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Licensee makes such representations and warranties to induce the City to enter into this License and the City relies upon such representations and warranties in the execution hereof.

For a breach of violation of such representations or warranties, the Agency Head shall have the right to annul this License without liability, and the Licensee shall not make any claim for, or be entitled to recover, any sum or sums due under this License. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City’s right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this License.

**39. PRIOR UNDERSTANDING; NO ORAL MODIFICATION**

This License states the entire and integrated agreement between the City and Licensee and supersedes all prior negotiations, representations and agreements, whether written or oral. This License may not be altered, modified or amended in any manner whatsoever except by a written instrument signed by the City and Licensee.

**40. JUDICIAL INTERPRETATION**

Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering

AGREED TO: \_\_\_\_\_

Licensee’s Signature

\_\_\_\_\_ Date

same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License and that legal counsel was consulted by each responsible party before the execution of this License.

**41. INDEPENDENT STATUS OF LICENSEE**

Licensee is not an employee of the Agency or the City and in accordance with such independent status neither Licensee nor its employees or agents will hold themselves out as, or claim to be officers or employees of the City, or of any department, agency, or unit thereof, they will not make any claim, demand, or application to or for, any right or privilege applicable to an officer of, or employee of, the City, including but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

**42. ALL LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of law required to be inserted in this License shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this License shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

**43. CUMULATIVE REMEDIES - NO WAIVER**

The specific remedies to which the City may resort under the terms of this License are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any other default hereunder. The failure of the City to insist in any one or more cases upon the strict performance of any of the covenants of this License, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenants or option.

**44. SEVERABILITY; INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of this License or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforceable to the fullest extent permitted by law.

**45. CONFLICT OF INTEREST** Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Agency, nor any person whose salary is payable, in whole or part, from the City treasury, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

**46. MARKETING PARTNERSHIPS** Licensee must obtain the prior written approval of the City/Agency prior to entering into any marketing or sponsorship agreement. In the event that Licensee breaches this provision, Licensee shall take any action that the City may deem necessary to protect the City's interests.

**47. PAYMENT AND NOTICE** Any License charges or sums payable by Licensee to the City/Agency shall be made to the Financial Information Services Agency, 450 West 33<sup>rd</sup> Street, 4<sup>th</sup> Floor, New York, NY 10001. Where provision is made herein for notice to be given in writing, the same shall be given by hand delivery, facsimile, or by mailing a copy of such notice by first class mail addressed to the Agency Head or to the attention of Licensee at its respective addresses provided in this License, or to any other address that Licensee shall have filed with the Agency Head.

**48. CREDIT CARD PAYMENTS** Any vending machine(s) provided in accordance with this License that accepts payment by credit card or debit card, or the like, must comply with the following:

- (a) Licensee must be compliant with the most current version of the Payment Card Industry Data Security Standards to protect cardholder data, and must be able to show proof of such certification including, but not limited, to the following best practices:
  - (i) Install and maintain a firewall configuration to protect cardholder data.
  - (ii) Protect stored cardholder data.
  - (iii) Encrypt transmission of cardholder data across open, public networks.
  - (iv) Develop and maintain secure systems and applications.
  - (v) Track and monitor all access to network resources and cardholder data.

AGREED TO: \_\_\_\_\_

Licensee's Signature

\_\_\_\_\_ Date

- (vi) Regularly test security systems and processes.
  - (vii) Maintain an information security policy for all personnel.
  - (viii) Comply with all financial institution and card brand data security compliance programs.
- (b) In addition to the above requirements the Licensee shall comply with all City, State and Federal Privacy Laws and Rules and Regulations.

AGREED TO: \_\_\_\_\_  
**Licensee's Signature** **Date**

**INSTALLATION, OPERATION, AND MAINTENANCE OF UP TO SIX (6)  
BEVERAGE AND SNACK VENDING MACHINES**

**SOLICITATION NO. 13116VENDMAC001**

# **ATTACHMENT 1**

Includes:

- Additional Insureds Insurance Requirements

## ATTACHMENT 1—ADDITIONAL INSURED

450 WEST 33<sup>rd</sup> Street  
New York, NY 10001

### INSURANCE REQUIREMENTS

- **Liability** insurance providing protection (a) as to bodily injury and property damage in combined single limits of no less than \$5,000,000.00 (b) disease \$500,000.00 per employee and (c) as to contractual liability, specifically covering the indemnity obligations (if any) of the aforesaid contract (this specific coverage to be indicated in the “Special items” section of the insurance certificate.
- **Workers’ Compensation** insurance in form of amounts required by law.
- **Automobile Liability** in a minimum amount of \$1,000,000.00 for all vehicles brought onto premises.
- **Excess Liability** minimum of \$5,000,000.00.

The following must be named as additional insured on the above policies and indicated as such in the “Special Items” section of the insurance certificate.

450 Partners LLC  
Brookfield Financial Properties, L.P.  
Wells Fargo Bank National Association

**And all of their respective affiliates, shareholders, partners (including partners of partners), subsidiaries and related entities, and any successors and assigns of such entities.**

All certificates must specifically indicate (in the “Special Items” section of the insurance certificate) coverage at the above-referenced building and must identify the applicable contract by number, if any, or by date.

The following must be named as certificate holder on the above policies and indicated as such in the “Certificate Holder” section of the insurance certificate:

450 Partners LLC  
c/o Brookfield Place  
250 Vesey Street  
15<sup>th</sup> Floor  
New York, NY 10281-1023

Please note that no work will be permitted at such premises until appropriate insurance certificates are received and approved. Should you have any questions, please contact John Manfredi, at (212) 857-1550 or [Jmanfredi@fisa.nyc.gov](mailto:Jmanfredi@fisa.nyc.gov).