



OFFICE OF
PURCHASING AGENT
BÉLA G. KOVÁCS, PURCHASING DIRECTOR

Invitation to Bid

June 8, 2011

PROJECT NO. P7051

VENDING MACHINE SERVICES

SUBMITTAL DEADLINE	SUBMIT	SUBMIT TO
11:00 A.M. Wednesday, June 22, 2011	One (1) Original and Three (3) Copies	Spokane County Purchasing Department North 901 Monroe, Suite 350B Spokane, WA 99201

Prepared by Spokane County Purchasing Department
For additional information contact: Terrie L. Roberts, C.P.M. CPPB Buyer 3, Telephone (509) 477-2303.

Béla Kovács, C.P.M
Director of Purchasing

Terrie L. Roberts, C.P.M. CPPB
Buyer 3

Date _____

Date _____

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NOTICE FOR BIDS

June 8, 2011

PROJECT NO. P7051

BIDS are solicited for VENDING MACHINE SERVICES

PUBLIC BID OPENING: Sealed bids will be received by Spokane County until **11:00 A.M. on Wednesday, June 22, 2011**. At 11:00 A.M., after a last call for bids, they will be opened and read aloud.

NATURE OF THE PROJECT: This invitation to bid is for an Annual Contract to furnish various types of Vending Machine Services for Snacks and Soft Drinks for the Spokane County Courthouse Complex and other miscellaneous County Buildings.

SEALED BIDS: Sealed bids will be received by the Spokane County Purchasing Department, Monroe Court Building, 901 N. Monroe Street, Suite 350B, Spokane WA 99201-2158 until 10:50 a.m. on the appointed day. Thereafter, bidders will take their bids to Room 2B, Spokane County Public Works Building, 2nd Floor, 1026 W Broadway Avenue, Spokane, WA 99260 where, at 11:00 A.M., they will submit their bids to the County Clerk when the last call for bids is announced. Oral, telegraphic or telephonic bids or oral modifications will not be considered. Bids or their modifications cannot be submitted by Facsimile machine or other forms of telecommunication.

ALL BIDDERS: Bids should be submitted in quadruplicate [one (1) original and three (3) copies].

WITHDRAWAL: No bidder may withdraw his bid after the time set for the opening thereof, unless the award of the contract is delayed for a period exceeding sixty (60) calendar days. However, the Board of County Commissioners may reject any or all bids for good cause.

INFORMATION: For administrative information contact Terrie L. Roberts, C.P.M., CPPB, Buyer 3 in the Spokane County Purchasing Department at (509) 477-2303.

SECTION 1 - INFORMATION FOR BIDDERS

1-1 SCOPE: The Contractor shall furnish all labor, materials, tools, equipment, supplies, and supervision, unless otherwise specifically indicated in the contract documents, necessary to provide the work/service/product required.

1-2 QUALIFICATIONS OF BIDDERS: Bidders must be qualified by experience, and financing to do the work called for in the plans and specifications. The Owner reserves the right to take whatever action it deems necessary, in ascertaining the ability of the bidder to perform the work satisfactorily. When directed the apparent low bidder shall, after 10 days notification, provide evidence for evaluation of the capability to satisfactorily perform the work.

1-3 EXAMINATION OF DOCUMENTS: Each Bidder shall thoroughly examine and be familiar with the Contract Documents. Submission of a submittal shall constitute an acknowledgement upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with each of the Contract Documents. The failure or neglect of a Bidder to receive or examine any Contract Document or any part thereof shall in no way relieve it from the obligations with respect to its submittal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any Contract Document.

1-4 EXAMINATION OF THE SITE: When appropriate each bidder shall thoroughly examine and be familiar with the Project site encompassed by the scope of the submittal. Submission of a submittal shall constitute an acknowledgement upon which the owner may rely that the bidder has thoroughly examined and is familiar with the site(s), and that it waives any claim for any discrepancy between the sites and the contract documents.

1-5 BIDDERS SUBMISSION: Sign at the end of pages where indicated. The signature certifies that the information on that page is true and correct. Failure to do so Can be cause for disqualification of the bid.

All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

Submit an original copy of Section 5 plus three extra copies. Section 5 is your bid response. Do not submit the entire bid manual.

1-6 ADDENDA TO THE INVITATION TO BID: All official clarifications or interpretations of the bid documents will be by written addenda issued by the office of Purchasing, Spokane County. Clarifications given during the bidding process by Spokane County to bidder's questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, the bidder shall at once notify the Director of Purchasing in writing. The Director of Purchasing will send out written instructions or addenda as required to all interested parties. All addenda issued shall be incorporated into the contract.

The bidder should acknowledge receipt of addenda by putting addenda number and date in the appropriate blocks found in the "RECEIPT OF ADDENDA" in the submittal section of the Bid. Failure to acknowledge receipt of addenda Can be reason for disqualification of a bid submission.

1-7 PREPARATION OF SUBMITTAL: The bidder shall submit his submittal properly executed on the forms furnished. Only amounts and information asked for on the submittal forms will be considered as the bid. Each bidder shall bid upon the project exactly as specified and as provided in the submittal form.

Spokane County is required to pay Washington State Sales Tax on all purchases and contracts. All taxes payable by the County as a result of this contract are considered part of the bid evaluation.

It shall be the seller's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

1-8 PREPARATION OF ENVELOPE Each submittal shall be sealed in an opaque envelope which has been clearly marked in the upper left corner with the words "Bid Submittal By" followed by the name and address of the bidder. In the

lower left corner of the envelope the bidder shall fill in and paste the "Sealed Bid" label enclosed or, if misplaced, write out the bid number, bid opening date and name of the bid.

1-9 **CONTENTS OF SUBMITTAL FORMS:** The submittal form invites bids on definite plans and specifications. Any plans, specifications and addenda relating to the project referred to in the submittal shall be considered to be part of the submittal.

1-10 **POSTPONEMENT OF OPENING:** The owner reserves the right to postpone the date and time last announced for receiving submittals and such postponement may be made at any time prior to the time last announced for receiving submittals.

1-11 **DELIVERY OF SUBMITTAL:** It is the sole responsibility of the bidder to ensure that his submittal is in the possession of Spokane County by the appointed date and time. Submittals shall be forwarded or delivered to the proper place before the time deadline fixed for the receiving of submittals. It is the sole responsibility of the bidder to see that their submittal is received on time at the correct location. Spokane County shall assume no responsibility for any delay in U.S., County, or any other mail or routing service resulting in a bid being received after the scheduled closing time for receipt of submittals.

1-12 **EVALUATION OF SUBMITTALS:** In evaluating the submittals, special attention will be paid to the qualifications of the bidders when considering awarding the contract. The Owner reserves the right to waive minor irregularities or informalities in any or all submittals.

1-13 **REJECTION OF SUBMITTALS:** Spokane County reserves the right to reject any or all bids, portion or parts thereof, to waive all minor irregularities in bidding and reserves the right to waive or take exceptions to these specifications if it be to Spokane County's greatest advantage or best interest. Bidders are put on notice that all bids or submittals are likely to be rejected if the lowest responsive bid received exceeds the projects budget by any amount. If all bids are rejected for this reason, the project may be deferred for bidding when a more competitive conditions exist.

1-14 **ACCEPTANCE OF SUBMITTAL:** Within sixty (60) days after the time last announced for receiving submittals, the owner may act either to accept a submittal or to reject all submittals. Failure of the owner to accept a submittal within the said time, or such additional time as the apparent lowest responsive bidder shall agree to extend its submittal, shall constitute rejection of all submittals.

The acceptance of a submittal will be evidenced by the issuance of a contract executed by the Contractor and Owner. No other action or notice shall constitute acceptance of a submittal. No submittal shall be binding upon the owner until a contract has been properly executed by the Contractor and Owner.

SECTION 2 - GENERAL CONDITIONS

2-1 **DEFINITION OF TERMS:** Whenever the term "Owner", "Purchaser", "County", appears in this document it shall be understood to mean the Spokane County, Washington. The term "Contractor", "Seller" or "Vendor" whenever used in this document refers to the second party of the contract.

2-2 **INSURANCE REQUIREMENTS:** The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusions must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the County of Spokane. The Contractor's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Purchasing Department. The insurance policy or policies will not be Canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is named as an additional insured on the Contractor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the owner or County shall be excess and not contributory insurance to that provided by the Contractor.

The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department and filed with the Spokane County Purchasing Department. Said proof of insurance should be mailed to the Purchasing Department Attention [?contract number]. Upon request, the Contractor shall forward to the Purchasing Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion

Providing coverage in the above amounts shall not be construed to relieve the Contractor from liability in excess of such amounts.

General Liability Insurance: The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

Additional Insured Endorsement: General Liability Insurance must state that Spokane County, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its Officers, Agents And Employees Are Named As An Additional Insured As Regards To Contract P7051."

Proof Of Business Automobile Insurance: The Contractor shall have Business Automobile Liability with limits of \$1,000,000.00 combined single limit.

Workers Compensation: If the company has employees, the Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the Contractor's assurance that coverage is in effect.

2-3 **INDEMNIFICATION:** The Contractor agrees to defend, indemnify and hold the Owner and the Owner's Consultant(s), when used on the project, harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the Owner and Consultant shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner or Consultant, their agents or employees. The Contractor's duty to indemnify the Owner and Consultant for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the Owner or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the Owner harmless shall include, as to all claims, demands, losses and liability to which it applies, the Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

Contractor further agrees that this duty to indemnify Owner applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify Owner.

2-4 **PROJECT NUMBER:** The project number will become the contract number when an agreement is entered into subsequent to award. This number as well as the purchase order number will be referenced in all written material associated with the project/contract.

2-5 **CANCELLATION:** This contract is Cancelable by the County upon sixty (60) days written notice. Cancellation is at no additional cost or penalty to the County. It is further agreed that if the vending machine agent should refuse, fail or neglect to comply with the terms and conditions of the agreement or to make the payments agreed to be made, or shall cause or permit any substantial waste or damage to be done within said vending machine location areas, Spokane County, at its option, upon thirty (30) days' notice in writing to the vending machine agent at its business address, may Cancel and terminate any agreement and enter and take possession of said premises and eject said vending machine agent and pursue any and all other termination remedies available to the County as hereafter provided or as otherwise provided by law.

2-6 **VACATION OF PREMISES DUE TO CAUSE:** At the expiration of the term of agreement or upon the prior termination thereof, in the manner or for any of the causes provided herein or forthwith established, the vending machine agent agrees to promptly surrender to Spokane County all premises occupied or used by the vending machine agent hereunder, without any right or claim to reimbursement, compensation or remuneration of any kind other than as provided for in the agreement.

2-7 **ASSIGNMENT OR TRANSFER:** No assignment or transfer of the agreement or any part thereof will be allowed without written permission from Spokane County.

2-8 **TERM OF THE CONTRACT:** The term of the agreement shall remain in effect for a period of one (1) year beginning with time of award through December 31, 2011. The County shall have the option to renew this agreement annually by giving notice in writing to the successful bidder of such intent to renew not less than sixty (60) days prior to its termination date. Each renewal shall be for a period of one year, but in no event shall this agreement be renewed more than four (4) times. Renewal shall be subject to acceptance by the Contractor.

2-9 **HOLD HARMLESS:** The vending machine agent shall be and remain an independent contractor in respect to all of the agreement and shall accept full and exclusive liability for payment of any and all taxes due the State and Federal Governments, and agrees to indemnify and hold harmless Spokane County from any and all claims, actions, damages or injuries of every kind and nature whatsoever, by or to any and all persons or property, which damage or injury arises out of the performance of the management and operations of the vending machines agreement.

2-10 LEASE HOLD EXCISE TAX: Vendor will be responsible for paying for any lease hold excise tax.

2-11 COMPLIANCE WITH LAWS: The vending agent agrees to comply with all applicable Federal, State and local laws, ordinances and regulations including but not limited to all laws pertaining to civil rights. The vending machine agent shall furnish all license, permits and inspection fees.

2-12 RELATIONSHIP OF THE PARTIES: It is intended that an independent relationship will be created by this agreement. The County is interested only in the results to be achieved, and the conduct and control of all services of work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractor, or otherwise during the performance of his contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the County being interested only in the results obtained; however, the work contemplated herein must meet the approval of the County pursuant to the provisions of the agreement under which the services and work were let to the Contractor.

2-13 NON-DISCRIMINATION: Except to the extent permitted by bona fide occupation qualifications the contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. The Contractor will insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

SECTION 3 - TECHNICAL SPECIFICATIONS

3-1 **EXCLUSIVITY:** It is the intent of the County that the services for this Invitation To Bid be provided by one Vendor however any agreement entered into as a result of this Invitation To Bid shall be nonexclusive and if be in the best interest of the County to make awards to other Vendors it retains the right to do so.

3-2 **PURPOSE AND SCOPE:** The purpose of this Invitation To Bid is to establish a contract for furnishing, installing, maintaining, servicing, repairing and/or replacing and stocking automatic vending Machines for dispensing non-alcoholic beverages, food, food products, candy and other standard vending items the County may designate from time to time throughout the given contract period on an as-needed/when-needed basis. Specifically excluded from the scope of this contract are the rights to provide tobacco products including smokeless tobacco products. The County is desirous of having the vending machines stocked with a product line-up that is appealing to a broad range of consumers to include well-known, brand named candies, non-alcoholic beverages and shelf-stable snacks, as well as, snacks and beverages which are considered to be healthy and nutritious. The Successful Bidders must provide fresh and high quality products. All such products must be packaged in sealed containers. The County reserves the right to approve all products offered for sale.

The Selected Bidder(s) shall be responsible for ensuring that the vending Machines are serviced regularly to ensure that product is fresh and does not exceed code date or expiration date and that ample stock of products are maintained in each Machine during each day the facility is opened for regular business. Each and every Machine shall contain non-re-settable meters that record total sales. Failure to maintain these meters in good working order shall render the Selected Bidder(s) in default of this contract. The successful bidder shall be required to follow County or facility owner guidance with respect to alterations, physical changes and utility connections. At the conclusion of the contract period, all equipment (not to include location improvements) will remain the property of the successful bidder. The Selected Bidder(s) shall keep the vending Machines clean, sanitary, and sufficiently stocked at all times. The Selected Bidder(s) shall act in a spirit of mutual cooperation with the County.

3-3 **CO-BRANDING:** Vendor's soft drink machines will be required to provide multiple brands of soft drinks, juices and waters.

3-4 **TYPES OF PAYMENT ACCEPTED:** All vending machines must be able to take \$1 bills and coins.

3-5 **DURATION OF THE CONTRACT:** The term of the agreement shall remain in effect for a period of one (1) year beginning with time of award through midnight, one year hence. The County shall have the option to renew this agreement annually by giving notice in writing to the successful bidder of such intent to renew not less than sixty (60) days prior to its termination date. Each renewal shall be for a period of one year, but in no event shall this agreement be renewed more than four (4) times. Renewal shall be subject to acceptance by the Contractor.

3-6 **TIME FOR COMPLETION:** The bidder shall agree to commence providing services on the date specified and to perform the services in a timely and responsive manner.

3-7 **GENERAL SITE AREA:** The bidder is to keep traffic areas open at all times so that normal and emergency traffic may proceed without delay. All machines' areas are to be kept in a clean, neat, serviceable and orderly condition.

3-8 **EXEMPT LOCATIONS:** The Area exempt from this agreement is the High Nooner Restaurant on the 1st Floor of the Courthouse Annex Building.

Refer to Table 2 for the present machine configurations and locations in the County. The addresses of the buildings can be found in Table 1. A map of the County Campus is shown in Table 3.

3-9 **PRODUCT SALES PRICE AS VENDED:** The challenge to the Vendor is to provide a reasonable commission from sales for distribution to the blind fund while providing customers the products at a fair and reasonable price. The sales price of the vended products must be consistent with generally accepted pricing seen in the greater Spokane marketing area.

3-10 PRODUCT PRICE POSTING: The prices shall be in clear view on each vending Machine. The County shall be the sole judge of sign price posting quality and size.

3-11 SERVICE PERSONNEL: The Selected Bidder(s) must have trained competent service personnel available so that repairs to Machines will be accomplished within twenty-four (24) hour notice of initial notification by a County Project Administrator or customer. Saturdays, Sundays and County holidays shall be excluded from the 24-hour threshold – e.g. Machine reported inoperative at 1:00 p.m. on Friday must be repaired or replaced by 1:00 p.m. on Monday. The Selected Bidder(s) must provide the name(s) and telephone number(s) of such service personnel to the Facility Manager or designated County Project Administrator so that malfunctions may be reported immediately.

3-12 PLACEMENT OF VENDING MACHINES: The Selected Bidder(s) shall not add or place any Vending Machines without prior written approval from the County; any such placement of Vending Machines by the Selected Bidder(s) without proper written approval from the County may be considered by the County as a matter of default and breach of contract. If the County's Project Administrator authorizes additional Machines at an individual site, the County shall have the authority to select which type of vending Machine (beverage, snack/food, ice cream) to add to the site. Should the placement of any Vending Machine require any modification of a County facility (e.g., the installation of appropriate electrical outlet) then such modification(s) shall require prior approval by the County and may be made only by the County. The Selected Bidder(s) shall be responsible for the full cost of such modifications.

3-13 VENDING MACHINES: At the time of award of this bid, the Selected Bidder(s) will be allowed to place beverage and snack vending Machines at all locations where beverage and snack vending Machines are currently placed. Thereafter, the County retains the right to request the Selected Bidder to add (most recent model) or remove Machines as needed. In addition, the Selected Bidder may propose to the County additional locations for placing beverage and snack vending Machines, and the County retains the right to accept or reject said proposals.

All Machines initially furnished by the Selected Bidder(s) shall be new or like new and the latest models with the most current tamperproof non-re-settable meters and any financial accounting systems available. Machines that are removed due to failure must be replaced with new or like new Machines that are the latest models with the most current tamperproof non-re-settable meters and any financial accounting systems available. The Machines shall conform to all applicable O.S.H.A., State, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mountings, parts, connectors and adjustments, are to be in accordance with current S.A.E. standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding industry standards. Any optional components which are required in accordance with the bid specifications, shall be considered standard equipment for purposes of this solicitation.

Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. Machines that become inoperable or damaged during the course of the contract period, shall be removed within 30 days' notice. All costs for removal of such machine(s) shall be borne by the vendor.

3-14 COUNTY REQUIREMENTS: The County will provide, electricity and lighting of designated premises, will not be liable for temporary interruption thereof on account of breakdown, power failure, scheduled outages or like causes.

The County will provide and dispose of containers for trash and recyclable items and shall arrange for pest contract services in the vending area. Additional pest control services occasioned by failure of the Selected Bidder(s) to maintain Machines in a clean and sanitary condition shall be charged to the vending contractor.

3-15 MACHINES: All machines will be clearly marked with an identification number, and have a notice clearly visible to the user stating:

IF YOU ARE ENCOUNTERING PROBLEMS WITH THIS MACHINE CONTACT:

Notify "*Your Company Name Here*" at "*Your Company Phone Number Here*"

3-16 BUSINESS PROCEDURES: The vending machine agent will collect all moneys received for the account of Spokane County.

The vending machine agent shall submit a summary of gross income statement to the Spokane County Auditor and one copy to Purchasing on or before the 15th day of the following month. Procedures for control of receipts shall be subject to the laws of the State of Washington and the Spokane County Auditor. The vending machine agent shall make all deposits of all revenues to the Spokane County Auditor with the income statements.

The vending machine agent will fully account for all gross income receipts and in order to verify that proper accounting has been made, the books and records of the vending machine agent shall be open and available to the Office of the State Examiner, State of Washington and the Spokane County Auditor at all reasonable and convenient times.

3-17 PAYMENT: Payment should be by check made payable to the Spokane County Treasurer and be delivered to the Spokane County Auditor's office, 1116 West Broadway Avenue, Spokane, WA 99260, attention Accounting & Billing. The payment will be made on a calendar-month basis in arrears. The vendor shall pay monthly to Spokane County a commission upon gross sales made through the vending machines during the prior month which shall be the given percentage of the gross sales

SECTION 4 - STANDARD FORM OF AGREEMENT



COUNTY OF SPOKANE
WASHINGTON

PURCHASED SERVICES AGREEMENT
CONTRACT NUMBER P7051

Contract Type: Indefinite Quantity, Unit Price
End of Contract Term: Midnight, , [?year end of 1st term]

PARTIES

County:
Spokane County
C/O Spokane County Purchasing Department
901 N. Monroe St., Suite 350B
Spokane, WA 99201
Phone: (509) (509) 477-2303
Fax: (509) 477-6627
Contract Manager: Terrie Roberts C.P.M. CPPB, Buyer 3, troberts@spokanecounty.org

Contractor: [?contractor name and address]

Phone: [?phone]
Fax: [?fax]
Contact: [?contact name]

WHEREAS, pursuant to Invitation To Bid P7051 and Resolution of Award [?#] dated [?date] this Purchased Service Agreement is made as of [?date] by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the "County" having offices for the transaction of business as listed above and the CONTRACTOR having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties; and

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1 – THE WORK AND SERVICES: The Vendor for the consideration specified in the "Contract Documents" as enumerated herein below, shall in strict accordance with all of the provisions therein, perform all work and

provide all materials called for by the Contract Documents for the furnishing of various types of vending machine services for Spokane County Courthouse Complex area and other County buildings.

ARTICLE 2 – CONTRACT DOCUMENTS: The Contract Documents consist of this agreement, all conditions of Spokane County Invitation To Bid No. P7051 and other documents listed below issued prior to the execution of this agreement and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. An enumeration of the contract documents is set forth below:

1. Change Orders; and
2. This agreement; and
3. Invitation To Bid for Project Number P7051; and
4. The bid submittal of the Vendor herein dated _____, setting forth the monthly commission to be paid to Spokane County on gross sales based on percentage.

ARTICLE 3 – RELATIONSHIP OF THE PARTIES: The parties intend that an independent Vendor relationship will be created by this agreement. The County is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Vendor. No agent, employee, servant or otherwise of the Vendor shall be or shall be deemed to be an employee, agent, servant or otherwise of the County for any purpose, and the employees of the Vendor are not entitled to any of the benefits that the County provides for County employees. The Vendor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of his contract. In the performance of the services herein contemplated, the Vendor is an independent contractor with the authority to control and direct the performance and details of the work, the County being interested only in the results obtained; however, the work contemplated herein must meet the approval of the County pursuant to the provisions of the bid under which the services and work were let to the Vendor.

ARTICLE 4 – VENUE STIPULATION: This agreement has and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or any provisions hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

ARTICLE 5 – COMPLIANCE WITH LAWS: The Vendor in the performance of this agreement agrees to comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights. The Vendor may not, without the prior written approval of the County, assign, sublet or transfer in whole or in part his interest in this agreement.

ARTICLE 6 – INTEGRATION: This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties. All parties have read and understand the above contract and now state that no representations, promises, or agreements not expressed by this agreement have been made to induce the other to execute the same.

ARTICLE 7 – PAYMENT OF TAXES: In the event that it is determined that Invitation To Bid No. P7051 or this agreement are subject to any taxes, including but not limited to the Leasehold Excise Tax, the Vendor agrees to pay the same within the time frames specified by law.

ARTICLE 8 – TERM: The initial term of this agreement shall run from the date of award through midnight one year hence. The County shall have the option to renew this agreement annually by giving notice in writing to the successful bidder of such intent to renew not less than thirty (30) days prior to its termination date. Each renewal shall be for a period of one year, but in no event shall this agreement be renewed more than four (4) times. Renewal shall be subject to acceptance by the Contractor.

ARTICLE 9 – NON EXCLUSIVE CONTRACT: This agreement is nonexclusive and if be in the best interest of the County to make awards to other Vendors the Board retains the right to do so.

ARTICLE 10 – COMPENSATION: This is a unit price type Agreement in the amounts as follows:

Type of Machine	Commission Percentage (%)
Snacks including candy, chips, cookies and healthy snacks.	
20-oz. Bottles, soft drinks, carbonated and non-carbonated, juices and water, to include all brands.	
12-oz. Cans, soft drinks, carbonated and non-carbonated, juices and water, to include all brands.	

Initial payments and payments in advance are not authorized. Only payments for services performed are allowed. Payment shall be made after review and authorization by the County. Authorization shall be conditioned upon the submittal of an invoice setting forth a breakdown of the services and costs performed. The Contractor shall submit a bill in accordance with the Scope of Work. No work will begin until the Contractor receives a copy of a signed Agreement.

Payment terms shall be in arrears net 30 days from receipt of the invoice and acceptance of the documentation. The maximum rate that may be charged for moneys past due will be at the rate set by law (currently 1% per month, 12% per annum).

The Contractor will keep its billings and records segregated by assignment. All billing and correspondence will refer to this Agreement number, the title of the Contract, and shall be mailed to the County as listed above.

ARTICLE 11 – INSURANCE: The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusions must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the County of Spokane. The Contractor’s insurer shall have a minimum A.M. Best’s rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Spokane. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is an additional named insured on the Contractor’s general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the owner or County shall be excess and not contributory insurance to that provided by the Contractor.

The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department and filed with the Spokane County Purchasing Department. Said proof of insurance should be mailed to the Purchasing Department Attention [?contract number]. Upon request, the Contractor shall forward to the Purchasing Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion

Providing coverage in the above amounts shall not be construed to relieve the Contractor from liability in excess of such amounts.

General Liability Insurance: The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

Additional Insured Endorsement: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used “Spokane County, Its Officers, Agents And Employees Are Named As An Additional Insured As Respects To Contract P7051.”

Proof Of Business Automobile Insurance: The Contractor shall have Business Automobile Liability with limits of \$1,000,000.00 combined single limit.

Workers Compensation: If the company has employees, the Contractor shall show proof of Worker’s Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the Contractor’s assurance that coverage is in effect.

ARTICLE 12 – MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

ARTICLE 13 – ASSIGNMENT: The Contractor may not assign or transfer in whole or in part, its interest in this Agreement without the express written consent of the County.

ARTICLE 14 – MODIFICATION: No modification or amendment to this Agreement shall be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement

ARTICLE 15 – TERMINATION: All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by Spokane County. In the event of non-appropriation of funds for the services provided under the Agreement, the County will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty days prior written notice, but failure to give such notice shall be of no effect and Spokane County shall not be obligated under this Agreement beyond the date of termination.

This Agreement may be terminated by the County without cause upon written notice without termination charge or other liability except as specified herein. Work in progress, completed to the satisfaction of the County, will be paid, on a prorated basis to the date ordered to stop, at the rate as described in the Scope Of Work Section.

Spokane County reserves the right to cancel this Agreement, with cause, without termination charge or other liability, effective at a time of its choosing. Work in progress would be completed at the County's option. If the County elects to have the work in progress completed then that work which is completed to the satisfaction of the County, will be paid, on a prorated basis to the date ordered to stop, at the rate as described in the Scope Of Work Section.

ARTICLE 16 – WAIVER: No officer, employee, agent or otherwise of the County, has the power, right or authority to waive any of the conditions or provisions of this Agreement No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

ARTICLE 17 – INDEMNIFICATION: The Contractor agrees to defend, indemnify and hold the Owner and the Owner's Consultant(s), when used on the project, harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the Owner and Consultant shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner or Consultant, their agents or employees. The Contractor's duty to indemnify the Owner and Consultant for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Owner or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the Owner harmless shall include, as to all claims, demands, losses and liability to which it applies, the Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

Contractor further agrees that this duty to indemnify Owner applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify Owner.

ARTICLE 18 – NOTICES: All notices called for or provided for in this Agreement shall be in writing and must be served on any of the parties either personally or by certified mail sent to the parties at their respective addresses hereinabove given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

ARTICLE 19 – HEADINGS: The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they appertain.

ARTICLE 20 – SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ARTICLE 21 – SPECIAL PROVISION: The County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement

ARTICLE 22 – ANTI-KICKBACK: No officer or employee of the County, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

ARTICLE 23 – ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The Contractor has read and understands all of this Agreement, and now states that no representation, promise, or agreement not expressed in this document has been made to induce the Contractor to execute the same.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____ day of _____, 2011.

Al French, Chair

ATTEST:

Todd Mielke, Vice-Chair

Daniela Erickson
Clerk of the Board

Mark Richard, Commissioner

CONTRACTOR

By: _____

Title: _____

(type of authority, e.g. officer, trustee, etc.)

(Notary for contractor's signature)

STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or have satisfactory evidence that _____

(name of person)

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the type of authority, as listed above, of the Contractor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____, 2011.

NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON residing
at Spokane. My commission expires

SECTION 5 - BID RESPONSE DOCUMENTS

BID PRICING

PROJECT AND TITLE: **P7051 VENDING MACHINE SERVICES**

NAME OF FIRM SUBMITTING BID: _____

Each bid shall constitute an offer to Spokane County as outlined herein and no bidder may withdraw his bid after the hour set for the bid opening thereof except under the conditions explained in the Information to Bidders Section.

RECEIPT OF ADDENDA: All official clarifications or interpretations of the bid documents will be by written addenda only. Bidder acknowledges receipt of the following addenda:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date

REJECTION: The County reserves the right to reject any or all submittals, portions or parts thereof and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering awarding a contract.

TIME OF DELIVERY: As required throughout the duration of the contract.

SUBMITTAL: The "Bid Response Documents" Section constitutes the Bid Submittal when completed. Submit an original and three copies of this section. Please do not submit the entire Invitation to Bid document

PRICES: All items must be bid upon and the bidder be fully capable of providing all the services specified.

WITHDRAWAL: No bidder may withdraw his bid after the hour set for the bid opening thereof, unless award is delayed for a period exceeding sixty (60) days.

EVALUATION: The first Machine Type listed represents a gross revenue of \$20,000.00 in 2010. Machine Types 2 and 3 represent a gross revenue of \$35,000.00 in 2010.

BID ITEM 1- BASIC BID TO INCLUDE ALL SNACKS.

Machine Type	Description	Commission Percentage to be paid (Words and Numbers)
1	Snacks including candy, chips, cookies and healthy snacks.	_____percent _____(%)
2	20-oz. Bottles, soft drinks, carbonated and non-carbonated, juices and water, to include all brands.	_____percent _____(%)
3	12-oz. Cans, soft drinks, carbonated and non-carbonated, juices and water, to include all brands.	_____percent _____(%)

Signature _____ Printed Name _____ Date _____

REPRESENTATIONS AND CERTIFICATIONS

SALE OF ADDITIONAL QUANTITIES: In submitting this response the undersigned agrees to sell additional items at the bid price, terms and conditions to Spokane County as well as other public agencies with whom Spokane County has entered into Interlocal Purchase Agreements pursuant to RCW 39.34. The sale of additional quantities, under this paragraph, is contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid submittal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

ANTI-KICKBACK No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal.

REPRESENTATION: In submitting this bid we represent that the bid documents have been read in their entirety, are understood and desires to submit, to the Spokane County Board of County Commissioners the following bid that conforms to said bid documents and further that by signature of this submittal we acknowledge all requirements and that we have signed all certificates contained herein.

THE UNDERSIGNED offers and agrees to furnish the goods or services on the specified date required at the price(s) entered herein subject to all of the terms and conditions specified in the bid documents.

I CERTIFY that to the best of my knowledge the information contained in this response is accurate and complete and that I have the legal authority to commit this Firm to a contractual agreement. I realize the final funding for any service is based upon budget levels and the approval of the Spokane County Board of Commissioners.

Name: _____
person/entity submitting bid (print)

Signature: _____

Title: _____

Date: _____

BIDDER ADMINISTRATIVE INFORMATION

PERSON/ENTITY

- A. Name as on record with IRS:

- B. Name doing business as if different than A.:

- C. Physical Address:

- D. Mailing Address including zip code:

- E. Remit To Address including zip code:

- F. Telephone number including area code:

- G. Fax number including area code:

- H. E-mail address for business correspondence:

- I. Federal Tax Identification Number:

- J. Washington State UBI Number if issued:

- K. Name of insurance company.

- L. Name, address & phone number of insurance agent.

Signature _____ Printed Name _____ Date _____

COMPLIANCE CERTIFICATIONS

PROJECT COMPLIANCE

In compliance with the request for quotation, bidder hereby proposes to perform all work for this project in strict accordance with the contract documents, within the time set forth therein, and at the prices bid.

SPECIFICATION COMPLIANCE

The bidder certifies below that his bid complies in all respects with the attached specification documents, including the minimum specifications.

YES _____ NO _____

If the bidder has indicated that the bid does not comply in all respects with the attached specification documents, he is to list below, in detail, any and all deviations.

LIST DEVIATIONS:

Signature _____ Printed Name _____ Date _____

BIDDER REFERENCES

List five customers with whom you have provided the services called for in this invitation to bid:

Firm Name	Contact Name	Telephone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Signature _____ Printed Name _____ Date _____

TABLE 1 - BUILDING ADDRESSES

Building Numbers are used for reference only and do not necessarily represent official County Building numbers.

<u>BLDG NO.</u>	<u>BUILDING NAME AND ADDRESS</u>
2	Courthouse Annex, 1116 West Broadway Avenue, Spokane, 99260
3	Public Safety Building, 1100 West Mallon Avenue, Spokane, 99260
4	Juvenile, 1208 West Mallon Avenue, Spokane, 99201
5	County Jail, 1100 West Mallon Avenue, Spokane, 99260
6	Broadway Centre Bldg., 721 North Jefferson Street, Spokane, 99260
7	S & T Building (excluding basement), 1115 West Broadway Avenue, Spokane, 99260
11	Public Works Building, 1026 West Broadway, Spokane, 99260
13	Building Maintenance (Steam Plant), 1211 West Gardner, Spokane, 99260
15	Public Defender, 1033 W Gardner Ave, Spokane WA 99260
16	D.A.R.E., Emergency Services Building, 1121 West Gardner, Spokane WA 99201
17	County Garage, 1404 West Boone Avenue, Spokane, 99201
18	Property Room, 1307 West Gardner, Spokane WA 99260
B	Ag Building, 222 North Havana, Spokane, 99202

TABLE 2 - MACHINE LOCATIONS

Bldg No.	Building	Features
2	Courthouse Annex, (Jurors Lounge- 3 rd floor)	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		1 ea. 12 oz. Cans, Soft Drinks, carbonated and non-carbonated, Juices and Water
		1 ea. 20 oz. Bottles, Soft Drinks, carbonated and non-carbonated, Juices and Water
3	Public Safety Building, (Lunchroom)	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		2 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
		1 ea. Change Machine
3	Public Safety Building (Records Department)	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		2 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
3	Public Safety Building. (Sheriff's Upstairs Lounge)	2 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
3	Public Safety Building (District Court)	1 ea. Snacks including candy, chips, cookies and healthy snacks. (Lunchroom)
		1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
5	Jail	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
5	Jail (3rd Floor Annex)	1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
4	Juvenile	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
6	Broadway Centre	1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
7	S & T	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
11	Public Work Building, 3rd floor Lunchroom	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		2 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
13	Facilities Mtce (Steam Plant)	1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
15	Public Defender's Office	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
16	D.A.R.E./Emergency Management	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
17	County Garage	1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
18	Property Room	1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water
B	Ag Building	1 ea. Snacks including candy, chips, cookies and healthy snacks.
		1 ea. Soft Drinks, carbonated and non-carbonated, Juices and Water

Vending Machine Equipment Summary	
Number Of Machines	Description
11	Snacks including candy, chips, cookies and healthy snacks.
22	12 oz. and 20 oz. Soft Drinks, carbonated and non-carbonated, Juices and Water.
1	Change Machine

TABLE 3 - MAPS

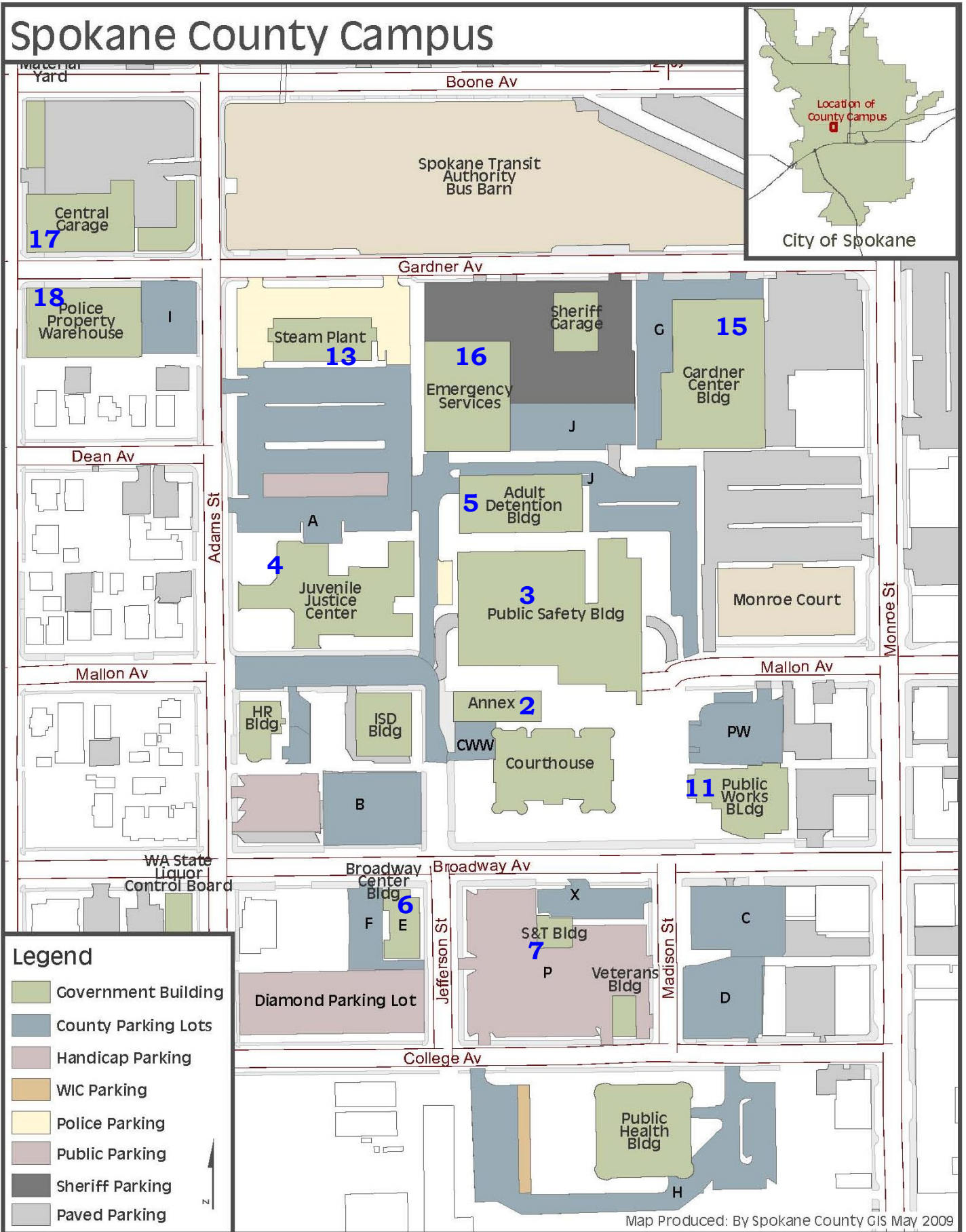


Table 3 – Maps
 Invitation to Bid P7051

