



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

The Contract ("Contract") is made and entered into this 9th day of July, 2026, by and between the **City of Grand Junction**, Colorado, a Colorado home rule municipality located in Mesa County, Colorado ("City") and **Able and Free, LLC d/b/a/ Freedom Vending** ("Contractor").

RECITALS

WHEREAS, the City issued Request for Proposals **RFP-5915-26-KF** seeking proposals for **Vending Machine Services for the Community Recreation Center** (the "Services"); and

WHEREAS, the Services generally consist of furnishing, delivering, installing, stocking, operating, servicing, maintaining, repairing, and managing vending machines and related equipment, together with all associated customer service, reporting, commission payments, and other services required by the Contract Documents; and

WHEREAS, following completion of the competitive solicitation and evaluation process, the City determined that the Contractor submitted the proposal offering the best value and selected the Contractor to perform the Services; and

WHEREAS, the Contractor represents that it is qualified, experienced, ready, willing, and able to perform the Services in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

Contract Documents

The following documents, whether attached hereto or incorporated herein by reference, collectively constitute the "Contract Documents" and form the entire Contract between the Parties. The Contract Documents form the entire agreement between the Parties and are as fully binding as if set forth herein in full.

In the event of any conflict, inconsistency, or ambiguity among the Contract Documents, the order of precedence shall be as follows:

- a. This Contract Agreement;
- b. Solicitation Documents, including all Addenda, for RFP-5915-26-KF, Vending Machine Services for the Community Recreation Center;
- c. Contractor's Proposal, as accepted by the City;
- d. Executed Change Orders;
- e. Field Orders.

ARTICLE 2

Definitions

Unless otherwise defined herein, the definitions set forth in the Solicitation Documents shall apply to this Contract and all Contract Documents.

Gross Sales means the total sales revenue from all vending machine transactions, excluding sales tax collected on behalf of any governmental entity, before deduction of any operating expenses, product costs, credit card processing fees, commissions, rebates, shrinkage, spoilage, refunds, or any other expense incurred by the Contractor.

ARTICLE 3

Contract Services

The Contractor shall furnish all labor, supervision, management, equipment, vending machines, inventory, products, transportation, installation, operation, stocking, maintenance, repairs, replacement parts, payment systems, telecommunications, customer service, refund processing, reporting, commission payments, permits, licenses, taxes, insurance, and all other labor, materials, supplies, equipment, and incidental services necessary to provide complete vending machine services at the Community Recreation Center in accordance with the Contract Documents.

The Contractor shall furnish and install five (5) new vending machines consisting of:

- Four (4) Micromart Gen5.0 Smart Fridge vending machines manufactured by Micromart; and
- One (1) Wittern Model 3650 Select Combo vending machine for cash and coin transactions.

The Contractor shall remain the owner of all vending equipment furnished under this Contract unless otherwise agreed in writing by the Parties.

The Contractor shall perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards and in accordance with all applicable federal, state, and local laws, regulations, and the requirements of the Contract Documents.

ARTICLE 4

Equipment

The Contractor shall furnish and install only new vending equipment under this Contract.

All vending equipment shall be maintained in a clean, sanitary, attractive, safe, and fully operational condition throughout the term of the Contract.

The vending equipment identified in the Contractor's Proposal and accepted by the City was a material component of the Contractor's proposal and the City's award determination. Accordingly, the Contractor shall not substitute, replace, or relocate any vending equipment without the City's prior written approval. Any approved replacement equipment shall be of equal or greater functionality, quality, capacity, and appearance than the equipment originally approved by the City.

ARTICLE 5

Contract Time

This Contract shall become effective upon execution by both Parties.

The Contractor shall coordinate installation of the vending equipment with the City and place all approved vending machines into service no later than **August 14, 2026**, unless otherwise approved in writing by the City.

The initial term of the Contract shall commence upon execution and remain in effect through December 31, 2027.

The Contract may be renewed for up to three (3) additional one-year terms upon mutual written agreement of the Parties, satisfactory Contractor performance and under the same terms, conditions, and commission structure.

ARTICLE 6

Compensation, Commission, and Reporting

Services shall be provided at **no cost** to the City. The Contractor shall derive its compensation solely from revenue generated through vending machine sales.

In consideration of the Contractor's provision of vending machine services under this Contract, the Contractor shall pay the City a commission equal to **fifteen percent (15%) of Gross Sales** generated from all vending machine sales provided pursuant to this Contract.

No later than the **twentieth (20th) day of each month**, the Contractor shall provide the City with a Commission Reconciliation Report for the preceding calendar month. At a minimum, the report shall include:

- Total Gross Sales by vending machine;
- Total Gross Sales for all vending operations;
- The calculation of the commission due to the City;
- The total commission amount payable to the City; and
- Any documented refunds, adjustments, or other transactions affecting the monthly report.
- Additional reports, supporting documentation, or transaction-level information reasonably requested by the City to administer the Contract, verify Gross Sales, commission calculations, commission payments, or operational performance.

Commission payments shall be remitted to the City in accordance with the City's instructions and shall be accompanied by the required monthly Commission Reconciliation Report no later than the twentieth (20th) day of each month for sales occurring during the preceding calendar month.

Reports shall be generated directly from the Contractor's vending management system and submitted electronically in searchable PDF or Microsoft Excel format, or another format approved by the City.

The City reserves the right, upon reasonable notice and during normal business hours, to examine, inspect, and audit the Contractor's sales records, reports, and supporting documentation related to vending operations for the purpose of verifying Gross Sales, commission calculations, and commission payments due under this Contract.

ARTICLE 7

Operations and Performance Standards

The Contractor shall operate and maintain all vending equipment in a manner that maximizes equipment availability, product availability, and customer satisfaction throughout the term of the Contract.

The Contractor shall respond to equipment outages and service calls in accordance with its proposal and any commitments made during the procurement process. If a vending machine remains out of service for an extended period, the Contractor shall promptly notify the City and provide an estimated time for restoration. The Contractor shall use commercially reasonable efforts to minimize downtime and restore service as quickly as practicable.

The Contractor shall be solely responsible for all customer service related to the vending equipment, including responding to customer inquiries, processing refunds, resolving

customer complaints, and addressing payment issues. City personnel shall not be responsible for issuing refunds, resolving payment disputes, or collecting customer information for refund purposes.

Each vending machine shall prominently display the Contractor's customer service contact information, including a telephone number and any other applicable contact method for reporting service issues or requesting refunds.

The Contractor shall monitor inventory levels and maintain sufficient product quantities to minimize out-of-stock conditions. The Contractor shall work collaboratively with the City to adjust product offerings based on customer demand, seasonal preferences, product performance, and City feedback.

ARTICLE 8

Contract Binding

The City and the Contractor each bind itself, its partners, successors, assigns, and legal representatives, to the other Party with respect to all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Parties and may be amended only by a written instrument executed by authorized representatives of both Parties. Neither Party shall assign or transfer its rights or obligations under this Contract, in whole or in part, without the prior written consent of the other Party.

ARTICLE 9

Severability

If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed, sealed, and attested on its behalf; and the Contractor has signed this Contract on the day, and the year first written above.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
9F789E7D50F14BC...
Duane Hoff Jr.
Contract Administrator

Date: /9/2026

ABLE AND FREE, LLC D/B/A FREEDOM VENDING

Signed by:
By: Jeremy Skeen
5733863BA4CF488...
Jeremy Skeen
Owner

Date: /9/2026



Request for Proposal

RFP-5915-26-KF

Vending Machine Services for the Community Recreation Center

Proposal Deadline

June 2, 2026, before 1:00 p.m. (Mountain Daylight Time)

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually.
For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

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Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	May 4, 2026
Inquiry Deadline All questions regarding this solicitation must be submitted no later than 5:00 p.m. MDT	May 18, 2026
Final Addendum Issued (if applicable)	May 20, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, before 1:00 p.m. MDT	June 2, 2026
Evaluation of Proposals Internal review by City-appointed evaluation committee	June 2 -12, 2026
Interviews (if required) By invitation only; may be conducted virtual or in-person	June 29-30, 2026
<i>Tentative Interview Time Blocks:</i> • June 29, 2026 (12:00 p.m. – 4:00 p.m.) • June 30, 2026 (12:00 p.m. – 4:00 p.m.)	
Notice of Intent to Award (Tentative) Subject to completion of evaluation and interviews (if applicable)	July 8, 2026

Contract Execution
Contingent upon required approvals and funding availability

July 10, 2026

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[City of Grand Junction, Parks & Recreation – About](#)

[Community Recreation Center Information](#)

Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** All documents produced and submitted in response to this solicitation shall comply with the requirements of HB21-1110, including §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.

All documents shall conform to the State of Colorado's technology accessibility standards, including Level AA compliance with the most current version of the Web Content Accessibility Guidelines (WCAG), as adopted by the State.

- 1.2. Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documents to gain a complete understanding of the scope, specifications, service requirements, and all applicable rules, regulations, laws, conditions, instructions, and procurement policies related to this solicitation and the Services described herein.

- 1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin

kathleenf@gjcity.org

All inquiries, concerns, clarifications, or communications regarding this solicitation, including those related to the process, specifications, or Scope of Services, shall be submitted in writing to the Purchasing Agent.

Communication with any other City employee or representative regarding this solicitation may result in disqualification of the Proposer's submission, at the City's sole discretion.

- 1.4. Purpose:** The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified Contractors to provide vending machine services at the Community Recreation Center ("CRC"). The selected Contractor shall furnish, install, stock, operate, service, and maintain vending machines that dispense non-alcoholic beverages and snack/food items in designated locations within the facility.

Section 4.0 of this solicitation describes the project objectives, service requirements, facility conditions, and performance standards (Scope of Services). All Services shall be performed in accordance with the terms and conditions set forth in the Solicitation and incorporated into any resulting Contract.

- 1.5. Non-Mandatory Pre-Proposal Meeting or Site Visit:** No pre-proposal meeting or site visit will be conducted for the Solicitation.

Proposers shall rely on the information provided in the Solicitation, including all attachments, and are responsible for submitting any questions or requests for clarification in writing to the Purchasing Agent in accordance with Section 1.19.

- 1.6. The City:** The City will act by and through its authorized representative(s).

- 1.7. Compliance:** By submitting a proposal, the Proposer acknowledges and agrees to comply with all terms, conditions, requirements, and instructions contained in this solicitation, including any modifications issued through addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that might affect its understanding of the requirements, the Proposer shall request clarification from the Purchasing Agent prior to the inquiry deadline. Failure to request clarification shall not relieve the Proposer of its obligation to comply fully with the requirements of the Contract.
- 1.8. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.9. Submission:** Proposers shall prepare and submit proposals in accordance with the requirements outlined in **Section 5.0, Preparation and Submittal of Proposals**. All proposals shall adhere to the formatting, content, and submission guidelines specified in that section.

To participate in the public proposal opening, Proposers and interested parties may refer to the virtual meeting information provided below:

Solicitation Opening: RFP-5915-26-KF

Vending Machine Services for the Community Recreation Center

Date/Time: June 2, 2026, 1:00 p.m. (America/Denver)

Please join the meeting from a computer, tablet, or smartphone:

<https://meet.goto.com/795803005>

Or join the meeting by phone.

Access Code: 795-803-005

United States: [+1 \(646\) 749-3122](tel:+16467493122)

To join from a video-conferencing room or system:

Meeting ID: 795-803-005

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 795803005@67.217.95.2 or 67.217.95.2##795803005

Get the app now and be ready when the meeting starts:

<https://meet.goto.com/install>

- 1.10. Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Proposer, and only to the extent permitted by law.

Upon award and execution of a contract, the solicitation file, including all responsive proposals, shall be available for public inspection in accordance with CORA and upon

receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Proposer(s).

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.

- 1.11. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.
- 1.12. Collusion Clause:** By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or a reasonable belief of collusion among the Proposers will be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.13. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.14. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, termination of the contract, and potential legal consequences.
- 1.15. Alteration or Withdrawal of the Proposal:** Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the proposal due date and time stated in the solicitation. After the designated deadline, no modifications, amendments, or withdrawals will be accepted. All proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.

Submitted proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the proposal's due date and may only be withdrawn prior to the execution of a contract.
- 1.16. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.

1.17. Exclusions: The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.

1.18. Contract Documents: The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement.

The Contract Documents shall be the basis of the Contract between the City and the selected Proposer. A binding and enforceable Contract is created only upon full execution of a written agreement by duly authorized representatives of the City and the Proposer ("Parties").

The executed Contract represents the entire integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Any modifications to the Contract shall be made through a duly executed Contract amendment.

1.19. Questions Regarding Specifications or Scope of Services: All requests for clarification or interpretation of the Specifications or Scope of Services must be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.

1.20. Proposal Preparation Expenses: All costs incurred by the Proposer in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Proposer's sole responsibility and shall not be reimbursed by the City.

1.21. Acceptance of Proposal Content: The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the "Agency," "Consultant," "Contractor," or "Firm" as applicable.

1.22. Addendum: Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0., which must be submitted with the proposal.

- 1.23. Exceptions and Substitutions:** All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

- 1.23.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.23.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.24. Open Records and Confidential Material:** All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under CORA.

For the purposes of this provision, "**Proprietary or Confidential Information**" refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain, thereby eliminating any claim of confidentiality.

Proposer(s) seeking to designate specific information as confidential or proprietary must:

- 1.24.1.** Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure.**"
- 1.24.2.** Upload confidential information as a separate document; and
- 1.24.3.** Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Proposer(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.25. Response Material Ownership:** All proposals submitted in response to this solicitation shall become the property of the City upon receipt and will not be returned to the Proposer(s), except at the City's sole discretion. The City's rights are not affected by the selection, rejection, or disqualification of any proposal.

Proposal materials shall be subject to public disclosure in accordance with CORA. Any proprietary or confidential information must be clearly identified by the Proposer in accordance with Section 1.23.

Disqualification or non-selection of a proposal shall not limit or negate the City's rights under this provision.

- 1.26. Minimal Standards for Responsible Proposer(s):** To be considered for award, the Proposer must affirmatively demonstrate its responsibility, qualifications, and capability to provide Services as described in the Solicitation. At a minimum, the Proposer shall:

- 1.26.1.** Demonstrate experience in providing services of similar scope, size, and complexity. Proposers should provide references for comparable services performed within the last three (3) years.
- 1.26.2.** Demonstrate the ability to reliably perform and manage ongoing service operations, including appropriate staffing, coordination, and responsiveness to service needs.
- 1.26.3.** Maintain a satisfactory record of integrity, ethical business practices, and compliance with all applicable laws and regulations.
- 1.26.4.** Be fully qualified and authorized to conduct business in the State of Colorado and capable of entering into a legally binding Contract with the City.
- 1.26.5.** Demonstrate the ability to meet all requirements of this solicitation, including those set forth in Section 5.0. – **Preparation and Submittal of Proposals.**

- 1.27. Disqualification of a Proposer:** A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted, as surety or otherwise, on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating the Proposer's responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Services.

A Proposer and its Proposal may be disqualified for any of the following reasons, including but not limited to:

- 1.27.1.** Submission of more than one Proposal for the same Services by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and

- 1.27.2.** Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future service or work with the City until reinstated as a qualified Proposer.
- 1.28. Taxes:** The Contractor shall be responsible for collecting and remitting all applicable taxes associated with vending sales. The City's tax-exempt status does not apply to such transactions.
- 1.29. Federal Taxpayer Identification Certificate:** Successful Proposer(s) new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.30. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, in whole or in part, when deemed to be in the best interest of the City.
- 1.31. Public Opening (Proposal Receipt Acknowledgement):** The City will conduct a virtual proposal receipt acknowledgement immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of the entities submitting proposals will be announced. No proposal content, scoring information, or pricing details will be disclosed at this stage of the process.

Section 2.0. General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.

If the Proposer's submission deviates in any way from the City's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.
- 2.2. Execution, Intent, and Interpretation:** The Contract shall be executed by duly authorized representatives of both the City and the Contractor. By executing the Contract, the Contractor represents that it has reviewed and understands the requirements of the Contract Documents and can perform the Services in accordance with those requirements.

The Contract Documents are intended to be complementary and shall be construed accordingly. Work or services described in any portion of the Contract Documents shall be considered as if required by all.

The Contractor shall be responsible for providing all services, labor, equipment, and resources necessary to perform the Services in accordance with the Contract, regardless of whether such items are expressly stated.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of any public authority having jurisdiction, including those of the City, in the performance of the Services.

The Contractor shall be solely responsible for obtaining and maintaining, at its own expense, all required licenses, permits, and approvals necessary to provide vending machine services, including but not limited to any applicable retail food establishment licenses, health department permits, and sales tax licenses.

The Contractor shall comply with all applicable health and safety regulations governing the storage, handling, and sale of food and beverage products, including inspection requirements imposed by Mesa County Public Health or other governing authorities.

The Contractor shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. The City shall determine the appropriate course of action to resolve such inconsistencies in the City's best interest.

- 2.4. Responsibility for those Performing the Services or Work:** The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.

- 2.5. Compensation and Payment:** Services shall be provided at no cost to the City. The Contractor shall furnish, install, stock, operate, and maintain vending machines at its sole expense.

The Contractor's compensation shall be derived solely from the sale of vending machine products, in accordance with the Contractor's proposal and any agreed-upon terms incorporated into the Contract.

The City shall not be responsible for any payments, reimbursements, or other compensation to the Contractor for services performed under this Contract.

If applicable, any commission, revenue-sharing, or other financial consideration offered to the City shall be administered in accordance with the terms established in the Contract.

The Contractor shall perform all Services in accordance with generally accepted industry standards and in compliance with all applicable laws, ordinances, and regulations.

- 2.6. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons and property.

The Contractor shall implement and maintain all necessary precautions to safeguard the public, City personnel, and property in connection with the installation, operation, stocking, and servicing of vending machines. Such precautions shall include maintaining equipment in safe working conditions, preventing hazards such as spills, obstructions, or electrical risks, and ensuring that all vending areas remain clean, orderly, and accessible.

The Contractor shall be responsible for any direct or indirect damage, injury, or loss to public or private property arising from any act, omission, negligence, or misconduct of the Contractor, its employees, or subcontractors in the performance of the Services. The Contractor shall, at its sole expense, promptly repair or restore any such damage to a condition equal to or better than its pre-existing state, subject to the City's approval.

If the Contractor fails to promptly remedy such damage or unsafe condition, the City reserves the right to take corrective action and recover all associated costs from the Contractor.

- 2.7. Contractor-Owned Equipment and Inventory:** The Contractor shall be solely responsible for all vending machines, equipment, inventory, and related materials utilized in the performance of the Services. The Contractor assumes all risk of loss, theft, or damage to such property. The City shall not be responsible for any loss of or damage to Contractor-owned equipment or inventory.

- 2.8. Changes in the Services:** The City may request changes within the general scope of the Services, including additions, deletions, relocation of equipment, or other operational modifications.

Such changes shall not invalidate the Contract but may require an adjustment to the scope of Services or other Contract terms.

Any material changes to the Contract shall be authorized through a written Contract Amendment executed by duly authorized representatives of both Parties. The Contractor shall not implement any material change without prior written authorization from the City.

- 2.9. Minor Changes in the Services:** The City may authorize minor adjustments to the Services that do not materially alter the scope or intent of the Contract. Such adjustments may include changes to vending machine placement, product offerings, or service schedules.

Minor changes may be directed by the City's Project Manager and shall not require a formal Contract Amendment.

- 2.10. Correction of Services:** The Contractor shall perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards for vending operations.

If any aspect of the Services, including equipment condition, product quality, stocking levels, cleanliness, or functionality of vending machines, fails to meet the requirements of the Contract, the Contractor shall, at no cost to the City, promptly correct such deficiencies to the City's satisfaction.

If the Contractor fails to correct any deficiency within a reasonable time after written notice from the City, the City may take corrective action and recover any reasonable costs incurred because of such failure.

- 2.11. Acceptance Not Waiver:** The City's review, approval, or acceptance of any Services, or failure to identify deficiencies, shall not relieve the Contractor of its obligation to perform the Services in accordance with the Contract.

No such review, approval, or acceptance by the City shall constitute a waiver of any rights or remedies available to the City under the Contract or applicable law.

- 2.12. Contract Amendments:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract.

Any material modification to the Contract shall be made only through a written Contract Amendment executed by the City's Contract Administrator and authorized representative of the Contractor. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

- 2.13. Assignment:** The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract, in whole or in part, without the prior written consent of the City.

Any attempted assignment without such consent shall be void and may be grounds for termination of the Contract.

- 2.14. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and local laws, statutes, codes, ordinances, regulations, and lawful orders of any public authority having jurisdiction, including all requirements applicable to vending operations, retail sales, and food and beverage services.

The Contractor represents and warrants that it is fully qualified to perform the Services and possesses all necessary authority, experience, licenses, permits, and approvals required to perform the Services. The Contractor shall maintain such qualifications in good standing throughout the term of the Contract.

- 2.15. Debarment or Suspension:** The Contractor certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contracting program.

- 2.16. Confidentiality:** The Contractor shall not disclose any non-public or confidential information obtained from the City in connection with the performance of the Services, except as required by law or as authorized in writing by the City.

The Contractor shall take reasonable measures to safeguard such information and shall ensure that its employees, agents, and subcontractors are bound by and comply with this confidentiality obligation.

This provision shall not be construed to limit the City's obligations under the CORA.

2.17. Conflict of Interest: No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.

2.18. Contract Termination: The Contract shall remain in effect for the term specified in the Contract Documents unless terminated earlier in accordance with its terms.

The Contract may be terminated for convenience by either Party upon thirty (30) days' written notice to the other Party.

The City reserves the right to terminate the Contract for cause, including the Contractor's failure to perform in accordance with the terms of the Contract, upon written notice and an opportunity to cure, if applicable.

2.19. Employment Discrimination: During the performance of any Services, the Contractor agrees to:

2.19.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Contractor agrees to post notices in conspicuous places, visible to employees and job applicants, that state the provisions of this nondiscrimination clause.

2.19.2. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.

2.19.3. Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

2.20. Immigration Compliance: The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

2.21. Failure to Perform: If the Contractor fails to perform the Services in accordance with the Contract, including failure to meet required service levels, equipment maintenance standards, stocking requirements, cleanliness expectations, or customer service obligations, the City may, after providing written notice to the Contractor, require corrective action or procure substitute services from other sources. The Contractor shall be responsible for any reasonable costs incurred by the City as a direct result of such failure.

The City may, at its discretion, implement progressive corrective actions to address nonperformance. If the Contractor's failure materially impacts facility operations, public access to services, health and safety standards, or otherwise impairs the

continuity or quality of the Services, the City reserves the right to take immediate action, including suspension or termination of the Contract, in accordance with the Contract.

2.22. Failure to Enforce: The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision later.

2.23. Force Majeure: Neither Party shall be deemed in default of its obligations under the Contract to the extent that performance is prevented or delayed by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil disturbances, governmental actions, or other similar events.

The affected Party shall provide prompt written notice to the other Party of the force majeure event and shall use reasonable efforts to mitigate the impact of such event and resume performance as soon as practicable.

This provision shall not excuse the Contractor's obligation to take reasonable measures to maintain continuity of Services to the extent feasible under the circumstances.

2.24. Indemnification: The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

2.25. Independent Contractor: The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

2.26. City Information and Materials: All documents, data, and materials provided by the City to the Contractor shall remain the property of the City and shall be used by the Contractor solely for the purpose of performing the Services under the Contract. The

Contractor shall not use, disclose, or distribute such materials for any other purpose without the prior written consent of the City, except as required by law.

Any reports or data specifically required under the Contract shall become the property of the City upon creation.

Nothing in this section shall be construed to grant the City ownership of the Contractor's proprietary systems, equipment, software, or business processes.

- 2.27. Patents and Copyrights:** The Contractor shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to any actual or alleged infringement of any patent(s), copyright(s), trademark(s), or other intellectual property right resulting from the performance of the Services or the use of the Work Product.

The City shall have no liability to the Contractor for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Contractor shall promptly assume the defense of any such claim and shall resolve the claim in a manner acceptable to the City.

This obligation includes, but is not limited to, claims arising from the creation, use, or incorporation of derivative works or materials based on the intellectual property rights of others.

- 2.28. Governing Law and Venue:** The Contract and any agreement resulting from this solicitation shall be deemed to have been made in and shall be governed by and construed and interpreted by, the laws of the State of Colorado and applicable ordinances of the City of Grand Junction, Mesa County, Colorado.

The venue for any action arising out of or relating to the Solicitation or Contract shall be in the District Court for the 21st Judicial District, Mesa County, Colorado.

- 2.29. Order of Precedence:** In the event of a conflict between the Contract and any incorporated or referenced documents, the provisions of the Contract shall govern and control. In the event of a conflict between City-issued documents and the Contractor's proposal or other submitted materials, the City-issued documents shall govern.

- 2.30. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.

- 2.31. Public Funds and Non-Appropriation of Funds:** This Contract is subject to the appropriation of funds and the continued operation of the City's programs and facilities. Under Colorado law, the City may not obligate funds beyond those appropriated for a given fiscal year.

Accordingly, any obligations of the City extending beyond the current fiscal year are contingent upon the appropriation of funds and continued authorization for such Services.

In the event funds are not appropriated, or the program or facility is modified, suspended, or discontinued, the City may terminate the Contract without penalty upon written notice to the Contractor.

2.32. Performance of the Contract: In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

2.33. Default: The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Contractor a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

2.34. Piggyback: Where permitted and appropriate, the City may allow cooperative use of this Contract. Contracts resulting from this solicitation are intended primarily for the use by the City. However, upon mutual written agreement between the awarded Contractor and one or more governmental entities, the Contract may be extended for use by such entities, subject to the same specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall execute its own contract with the Contractor, issue its own purchase orders, be invoiced directly, make its own payments, and provide any applicable tax-exemption documentation.

It is expressly understood that the City is not a party to, nor responsible for, any contract formed between the Contractor and any other governmental entity pursuant to this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

2.35. Definitions: Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

2.35.1. "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor's authorized

representatives, employees, subcontractors, and agents who are responsible for fulfilling the obligations under the Contract.

2.35.2. “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

2.35.3. The “Contract Sum” refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made in accordance with the Contract and must be duly authorized by both Parties.

2.35.4. “Contract Time” means the period during which the Contractor is obligated to perform the Services under this Contract, beginning on the effective date specified in the Notice to Proceed or other written authorization issued by the City, and continuing through the date of completion, expiration, or termination as set forth in the Contract Documents. Contract Time may be extended or reduced only by a duly executed written amendment or change order.

2.35.5. A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

2.35.6. “Key Personnel” refers to the designated individual(s) from the Consultant, Contractor, or Firm who are identified as essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of Services under the Contract. Any reassignment or replacement of key Personnel shall require prior written approval of the City, as provided in the Contract Documents.

2.35.7. “Proposer” refers to the individual or entity legally authorized by the Consultant, Contractor, or Firm to submit a proposal in response to this solicitation. This

includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.

- 2.35.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.35.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.35.10.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.
- 2.35.11.** “Uptime” generally means the percentage of time a machine is fully operational and capable of completing transactions (not out of service, not empty, not malfunctioning).

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Contractor’s performance of Services under the Contract.

This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Contractor of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) Commercial General Liability

ONE MILLION DOLLARS (\$1,000,000) for each occurrence, and

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations and shall include coverage for bodily injury, property damage, personal injury, and

contractual liability. Coverage shall include products and completed operations liability.

The policy shall contain a provision for severability of interest and shall name the City of Grand Junction as an additional insured.

- (b) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each accident

Coverage shall apply to all owned, hired, and non-owned vehicles used in the performance of the Services.

- (c) **Workers' Compensation and Employers' Liability**

The Contractor shall comply with all applicable State of Colorado laws and regulations concerning Workers' Compensation. Employer's Liability coverage shall be maintained with limits of not less than ONE MILLION DOLLARS (\$1,000,000).

The policy shall include a waiver of subrogation in favor of the City of Grand Junction.

3.1. **Additional Insured Endorsement**

The **Commercial General Liability** and **Automobile Liability** policies shall name the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

3.2. **ACCORD Certificate of Insurance**

Prior to commencing any Work, the Contractor shall provide ACCORD Certificates evidencing all required coverages and endorsements. Certificates shall:

- Reference the Solicitation title and number.
- Clearly identify all policy limits, effective dates, carrier information, and
- Include copies of all required endorsements.

The Contractor shall maintain current Certificates throughout the term of the Contract and shall provide updated certificates to the City upon renewal, replacement, or modification of any policy.

Proof of insurance must be submitted to and approved by the City before commencing any Services.

Section 4.0: Specifications and Scope of Services

4.1. **General**

RFP-5915-26-KF

The City is seeking qualified Contractor(s) to provide vending machine services at the CRC, including furnishing, installing, stocking, operating, servicing, and maintaining vending machines that dispense non-alcoholic beverages and snack/food items.

The City's objective is to provide reliable, convenient, and high-quality vending services to facility users, including product offerings that reflect a range of preferences, including healthier options.

4.2. Background

The Community Recreation Center is a new public facility designed to serve a wide range of users, including families, youth, and adults. The facility will include multiple activity areas and is expected to experience consistent daily traffic.

Vending services are intended to support user convenience and enhance the overall facility experience.

4.3. Service Overview

The Contractor shall provide full-service vending operations, including equipment provision, installation, stocking, maintenance, customer service, and all related operational responsibilities.

The City may award:

- A single contract for full-line vending services (snacks and beverages), or
- Multiple contracts for separate snack and beverage services, as determined to be in the best interest of the City.

Vending machines will be located within the CRC, located at:

2836 Recreation Way
Grand Junction, CO 81506

Initial deployment includes five (5) vending machines across two (2) designated locations within the facility. The City reserves the right to adjust machine locations, quantities, or service expectations during the term of the Contract to meet operational needs.

4.4. Required Components

The Contractor shall, at a minimum:

- Provide and install vending equipment at no cost to the City
- Coordinate installation with City staff to ensure compliance with accessibility and egress requirements
- Provide ongoing stocking, inventory management, and product rotation
- Offer a product mix that includes standard and healthier options
- Provide pricing that is reasonable, clearly displayed, and maintained in accordance with Contract requirements
- Accept both cash and cashless payment methods
- Perform routine maintenance and respond to service and repair needs in accordance with required service levels

- Maintain service levels sufficient to meet facility demand, including stocking frequency and machine uptime
- Provide customer service, including refunds and issue resolution
- Maintain cleanliness and comply with all applicable health and safety requirements
- Provide periodic sales and performance reporting in accordance with the Contract

4.5. Scope of Services

The Contractor shall be responsible for all aspects of vending operations, including but not limited to:

4.5.1. Equipment and Installation

- Furnish, deliver, install, and place vending machines suitable for a public recreation facility
- Machines shall remain Contractor-owned
- Coordinate placement with the City to ensure compliance with egress and accessibility requirements
- Perform all installation at no cost to the City

4.5.2. Stocking and Inventory

- Provide initial and ongoing stocking of all vending machines
- Maintain product freshness and proper inventory rotation
- Maintain an agreed service schedule
- Adjust service frequency as needed based on demand

4.5.3. Product Mix

- Provide a core selection of snacks and beverages, including healthier choices and, where feasible, options responsive to dietary preferences (e.g., low-sugar, low-sodium, gluten-free).
- Provide a proposed product list and pricing for City review and approval. The City reserves the right to request reasonable modifications to ensure product offerings are appropriate for a family-oriented facility.

4.5.4. Pricing

- Prices shall be reasonable and clearly posted
- Any proposed price changes require at least thirty (30) days' advance written notice to the City and are subject to City review and approval. The City reserves the right to discuss and request reasonable modifications prior to implementation.

4.5.5. Payments and Technology

- The machines must accept both cash and cashless payment methods (e.g., credit, debit, and mobile payments) and provide reliable change-making consistent with the machine configuration
- The Contractor shall be responsible for all payment systems, including compliance with applicable PCI standards, system connectivity, and any transaction or processing fees associated with cashless payment
- Payment systems shall be always maintained in reliable working conditions
- Machines should include remote monitoring or notification capabilities (if available), such as alerts for low inventory, sold-out conditions, malfunctions, or service needs, to support timely maintenance and restocking. The Proposer shall describe any such capabilities in its proposal.

4.5.6. Performance, Maintenance and Repairs

- The Contractor shall maintain sufficient staffing, equipment, and logistical capacity to meet required service levels and response times, regardless of the Contractor's primary place of business.
- Provide preventive maintenance and on-call repair services to ensure vending machines remain in safe and operational condition
- Respond to outages and malfunctions within proposer-defined response times (e.g., same day or next business day)

4.5.7. Sanitation, Safety, and Compliance

- Maintain vending machines in a clean and sanitary condition and comply with all applicable health, safety, and facility-specific requirements
- Coordinate with City staff for access to the facility, including compliance with front desk procedures and facility rules
- Comply with any applicable City security requirements, including background checks if required based on access needs or work conditions

4.5.8. Reporting

- Provide periodic sales and performance reporting, including gross sales, commission due, and machine-level activity, as defined in the Contract.

4.5.9. Customer Service and Refunds

The Contractor shall be responsible for addressing all customer service issues related to vending machine operations, including product quality concerns, machine malfunctions, and refund requests.

The Contractor shall provide a clearly visible customer service contact method on each vending machine, including a phone number and/or electronic reporting option.

Refund requests shall be acknowledged within one (1) business day. The Proposer shall define its proposed timeframe and process for resolving refund requests and tracking complaints, which shall be subject to review and approval by the City and incorporated into the Contract.

The Contractor shall be solely responsible for all refunds, reimbursements, and customer complaints arising from vending machine operations. The City shall not be responsible for issuing refunds or resolving customer payment disputes.

4.6. Performance Standards and Service Levels

The Contractor shall meet the following performance standards. The Proposer shall clearly describe in its Proposal how these standards will be achieved and maintained.

4.6.1. Uptime Requirement: The Contractor shall maintain a minimum vending machine uptime of ninety-eight percent (98%), measured monthly. Uptime is defined as the percentage of time each machine is fully operational, including the ability to dispense products and process payments, excluding scheduled maintenance approved by the City.

Proposers shall describe how uptime will be monitored, measured, and reported, including any remote monitoring or alert capabilities.

Failure to consistently meet the minimum uptime standard may result in corrective action, including required service adjustments or other remedies as defined in the Contract.

4.6.2. Restocking and Service Levels

- The Contractor shall maintain adequate inventory levels to ensure product availability based on facility usage and demand.
- Proposers shall provide a restocking plan that includes proposed service frequency and methods for addressing periods of increased demand or high utilization.

4.6.3. Maintenance and Issue Response

The Proposer shall describe its standard operating procedures (SOPs) for issue response, including:

- Methods for reporting issues
- Typical response times for acknowledgment and service
- Diagnostic procedures and repair approach
- Availability of parts and ability to complete repairs during initial service visits, where feasible

The City expects response times to be consistent with industry standards for vending operations and sufficient to minimize service disruptions.

4.6.4. Customer Service and Refunds

- The Contractor shall provide a clearly defined process for handling customer complaints and refund requests.

- Proposers shall describe its procedures for issuing refunds, including:
 - Methods for submitting refund requests
 - Timeframe for acknowledging and resolving requests
 - Steps from initial request through final reimbursement

4.7. Site Conditions and Access

Vending machines will be located within the CRC at designated locations identified in the attachments. The initial deployment includes approximately five (5) machines across two (2) locations within the facility.

- All vending machine locations consist of stained concrete flooring. The Contractor shall ensure that all equipment is suitable for such surfaces and shall take appropriate measures to prevent damage, marking, or movement of machines.

The City will provide designated space and electrical service for vending machines. The Contractor shall coordinate all access, delivery, installation, and servicing activities with City staff.

Electrical service information for vending machine locations is provided for reference. Each duplex outlet is on a dedicated 20-amp circuit. Detailed circuit information is included below. The Contractor is responsible for verifying compatibility of proposed equipment with available electrical service. The Contractor shall not modify, alter, or install electrical infrastructure.

Electrical Circuit Information:

Circuit No.	Device Amps	Description
33	20	Rec - Main Lobby 1001 Vending (GFI CB)
35	20	Rec - Main Lobby 1001 Vending (GFI CB)
50	20	Rec - Main Lobby Vending (GFI CB)
52	20	Rec - Main Lobby Vending (GFI CB)
53	20	Rec - Main Lobby Vending (GFI CB)

Contractor access to the CRC shall generally be limited to the following operating hours:

- Monday–Thursday: 5:30 a.m. – 9:00 p.m.
- Friday: 5:30 a.m. – 8:00 p.m.
- Saturday: 8:00 a.m. – 6:00 p.m.
- Sunday: 10:00 a.m. – 4:00 p.m.

Beginning in August 2027, the CRC will be closed annually for approximately ten (10) consecutive days for facility maintenance and deep cleaning. During this period, the Contractor will not have access to the facility or vending machines. The Contractor shall

account for this planned closure in its service approach, inventory planning, and revenue assumptions. The City makes no guarantee of sales volume or revenue during the term of the Contract.

4.8. Implementation Schedule

The Contractor shall coordinate with the City to install and make all vending machines fully operational on or before **August 14, 2026**, subject to facility construction completion and readiness.

The Proposer shall provide a proposed implementation approach, including delivery, installation, and service commencement. Final installation timing will be coordinated with the City.

4.9. Special Conditions/Provisions:

4.9.1. Questions Regarding the Solicitation Process or the Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

4.9.2. Financial Proposal Requirements: The City is seeking proposals based on a commission model. Proposers shall submit a commission to be paid to the City, expressed as a percentage of gross sales generated from vending operations.

The proposed commission shall represent the complete financial consideration offered to the City for the Services provided under the Contract. The City will not pay the Contractor for vending services.

Proposers may submit:

- A single commission rate for full-line vending services; or
- Separate commission rates for snack and beverage vending, as applicable

Proposers may also propose alternative commission structures (e.g., tiered rates or minimum guarantees), provided such structures are clearly defined.

Proposers shall clearly describe how the proposed commission structure impacts product pricing and overall cost to users. The City intends to evaluate both the financial return to the City and the reasonableness of pricing to the public.

All costs associated with providing the Services, including but not limited to labor, equipment, installation, stocking, inventory, products, transportation, fuel, maintenance, repairs, payment systems, and all other operational expenses necessary to perform the Services, shall be the sole responsibility of the Contractor and reflected in the proposed commission structure.

The City shall not be responsible for any additional costs beyond the agreed pricing, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise specified in the Contract Documents.

Proposers shall submit its commission proposal using the form provided in Section 7.0 – Solicitation Response Form.

All financial proposals submitted in response to this solicitation may be subject to negotiation at the City's sole discretion.

4.9.3. Contract: A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

4.9.3.1. The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth in the Contract, as well as all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

4.9.3.2. Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.

4.10. Contract Administrator: The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of amendments, modifications, and formal interpretation of the Contract. All contractual inquiries shall be directed at:

Duane Hoff, Jr., CPPB
Contract Administrator
Email: duaneh@gjcity.org
Phone: (970) 244-1545

The Contract Administrator serves as the City's primary point of contact for contract administration. This Contract Administrator is authorized to act on behalf of the City only with respect to contractual matters and does not have authority over technical direction, operational oversight, or acceptance of Services or deliverables.

Technical oversight, day-to-day coordination, and acceptance of Services shall be the responsibility of the City's designated Project Manager, who will be identified at the time of contract execution.

4.11. Contract Term and Renewal: The Contract shall become effective upon full execution by both Parties. Services shall commence upon execution and in accordance with the implementation schedule established in the Contract and shall continue in full force through **December 31, 2027**, unless earlier terminated in accordance with the Contract Documents.

The City may renew the Contract for up to three (3) additional one-year terms, subject to:

- Mutual written agreement of the Parties;
- Satisfactory performance as determined by the City; and
- Annual appropriation of funds by the Grand Junction City Council.

Each renewal term shall be governed by the same terms, conditions, specifications, and requirements set forth in the original Contract, unless modified by a fully executed written amendment.

The proposed commission rate(s) shall remain firm for the initial Contract term and any renewal terms, unless otherwise modified by a written Contract Amendment.

Product pricing shall be maintained in accordance with the requirements of the Contract. Any proposed price adjustments require at least thirty (30) days’ advance written notice to the City and are subject to City review and approval.

To comply with internal financial and procurement system requirements, the City will issue a new contract number for each renewal term. The City will also ensure that each renewal is executed and signed via DocuSign or another City-approved method after a fully approved City Purchase Order is in place. Such administrative renumbering does not constitute a modification of the Contract, does not require renegotiation, and does not alter the pricing, obligations, or terms of either Party.

Attachments

The following documents are incorporated by reference and are essential for understanding and fulfilling the Scope of Services. Proposers are responsible for reviewing all referenced materials prior to submitting a Proposal. All Services, Work, and deliverables shall conform to the applicable specifications and be coordinated with the overall project requirements and schedule.

[Attachment A – Community Recreation Center Floor Plan \(Full Facility Overview\)](#)

[Attachment B – Vending Locations \(Highlighted Floor Plan\)](#)

- Vending Location 1 – Media Zone (three (3) machines)
- Vending Location 2 – Group Fitness Area (two (2) machines)

[Attachment C – Vending Locations with Dimensions and Electrical Access](#)

[Attachment D – Front Entrance and Media Zone Orientation](#)

Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted	May 4, 2026
Published via BidNet® Direct – RMEPS	

Inquiry Deadline All questions regarding this solicitation must be submitted no later than 5:00 p.m. MDT	May 18, 2026
Final Addendum Issued (if applicable)	May 20, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, before 1:00 p.m. MDT	June 2, 2026
Evaluation of Proposals Internal review by City-appointed evaluation committee	June 2 -12, 2026
Interviews (if required) By invitation only; may be conducted virtual or in-person	June 29-30, 2026
<i>Tentative Interview Time Blocks:</i> • June 29, 2026 (12:00 p.m. – 4:00 p.m.) • June 30, 2026 (12:00 p.m. – 4:00 p.m.)	
Notice of Intent to Award (Tentative) Subject to completion of evaluation and interviews (if applicable)	July 8, 2026
Contract Execution Contingent upon required approvals and funding availability	July 10, 2026

Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct while the solicitation is active. Following the Proposal Submission Deadline, schedule updates may be communicated directly to Proposers, as applicable.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System:

 <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and submit proposals well in advance of the submission deadline.
 - Instructions for registration are available on the BidNet® Direct website.
 - The City does not control or administer vendor access to the BidNet® system. Proposers are solely responsible for ensuring successful and timely electronic submission of its Proposal.
 - Technical assistance must be requested directly from BidNet® at (800) 835-4603 prior to the submission deadline.
 - Late submissions will not be accepted under any circumstances
 - Proposals received by any means other than the BidNet® system will not be considered.
-

5.2. Proposal Format and Submission Requirements

Proposals shall be submitted as one (1) complete, searchable PDF document. The Proposal shall not exceed fifteen (15) pages.

For the purposes of this limitation:

- One (1) page shall be defined as one (1) single-sided page.
- Each side of a double-sided page shall count as one (1) page.
- The page limit applies to pages sized no larger than 8.5" x 11".
- The page limit includes cover letter, executive summaries, graphics, charts, tables, and appendices within the proposal narrative.

The following documents are excluded from the page limit:

- Table of Contents
- Section Dividers
- Product selection and product pricing appendices, provided such appendices are limited to itemized product offerings and associated pricing only
- The completed Solicitation Response Form (Section 7.0)

Pages exceeding the stated page limit, or content outside the permitted exclusions, will not be reviewed or considered during the evaluation process.

5.3. Cover Letter

Proposers shall submit a cover letter summarizing the Proposer's interest in the Services, relevant qualifications, and understanding of the City's objective and the Scope of Services. The cover letter shall include:

- A summary of the Proposer's experience and capacity to perform the Services
- The name and the contact information of the primary point of contact
- Identification of the individual(s) authorized to bind the Proposer
- The signature, printed name, and title of a duly authorized representative

Submission of a proposal constitutes certification that the Proposer agrees to comply with all requirements and conditions of the Solicitation.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of the Proposer's proposal. Only the completed form shall be returned. The remainder of the solicitation document shall not be resubmitted in its entirety.

If a Proposer wishes to propose exceptions, modifications, or revisions to the City's terms and conditions, such changes shall be clearly identified immediately following the completed Solicitation Response Form and may include redlined versions of only the specific sections to which the exception applies. Submission of a fully redlined solicitation document will not be accepted.

Exceptions or proposed revisions not clearly identified in the Proposer's submission will not be considered.

5.5. Exceptions to Terms and Conditions

Proposers shall clearly identify any exceptions to the requirements, terms, or conditions of this Solicitation in a single, consolidated section of the Proposal titled "Exceptions."

Each exception shall reference the applicable section number and clearly describe the proposed modification.

Proposers shall not submit redlined versions of the full Solicitation document unless specifically requested by the City.

Any exceptions not clearly identified in this section may be deemed waived by the Proposer.

The City reserves the right to reject any Proposal containing exceptions or to require withdrawal of exceptions as a condition of award.

5.6. Financial Proposal Submittal Requirements

Proposers shall submit a detailed Financial Proposal in accordance with Section 4.9.2, including:

- Proposed commission rate(s), expressed as a percentage of gross sales (snack, beverage, or blended, as applicable)
- Description of any alternative commission structures (e.g., tiered rates, minimum guarantees, or other proposed approaches)
- Proposed pricing approach, including representative product pricing or price ranges. A detailed product list and associated pricing may be submitted as an appendix in accordance with Section 5.2
- Explanation of how the proposed commission structure influences or impacts product pricing to the public
- Identification of any assumptions related to pricing, cost structure, or revenue model

The Financial Proposal shall be clearly presented and sufficiently detailed to allow the City to evaluate both the proposed commission and the anticipated impact on pricing to the public.

The City reserves the right to evaluate the overall value to the City, including both the proposed commission and the reasonableness of pricing to the public.

The City reserves the right to reject proposals with pricing determined to be unreasonable or not in the best interest of the public.

Failure to provide sufficient detail may result in a lower evaluation score under the Financial Proposal criteria.

5.7. Qualifications, Experience, Capacity, and References

The Proposer shall demonstrate its capacity, qualifications, and experience to successfully perform the Services required under this solicitation.

At a minimum, the Proposer shall address the following:

- **Relevant Experience:** Experience providing services similar in nature, scope, and complexity to the Services described in this solicitation. Experience providing services in public facilities or high-traffic environments is desirable.

- **Key Personnel:** Identification of key personnel responsible for coordination with City staff, service delivery, operations, and customer service, including roles and primary points of contact.
- **References:** A minimum of three (3) references for services similar in scope provided within the past five (5) years.

For each reference provide:

- Client name and organization
- Reference contact name, title, phone number, and email address
- Description of services provided
- Service duration

The Proposer shall confirm that all reference contact information is current and accurate as of the Proposal submission date.

The City may contact references to verify performance and service quality.

The City will use the information provided in this section to evaluate the Proposer's qualifications, experience, reliability, and demonstrated ability to deliver Services comparable to those required under this solicitation.

5.8. Service Approach and Operations Plan

The Proposer shall describe its service approach, and operations plan for delivering the Services outlined in Section 4.0, and meeting the performance standards described therein, including:

- Approach to service delivery, including installation, stocking, maintenance, and customer service
- Proposed product mix and pricing approach
- Service schedule, including restocking frequency and response times
- Implementation approach to meet the required service start date
- Communication and coordination with City staff
- Identification of the location(s) from which services will be provided, along with a description of the Proposer's operational presence and service coverage, including staffing, service routes, and/or local resources, demonstrating the ability to meet required service levels and response times

Proposers may include any value-added services or enhancements.

This section shall clearly demonstrate the Proposer's understanding of the Services and its ability to successfully fulfil the requirements of this solicitation.

5.9. Legal Proceedings and Litigation

Proposers must disclose any legal proceedings, lawsuits, or regulatory actions involving the Proposer, its employees, or any subcontractors who may be involved in performing Services under this Contract. This includes:

- All pending or current litigation, including the status of each case
- Any matter filed, settled, or adjudicated within the past five (5) years

For each case, provide:

- A brief description of the underlying issue
- The status or outcome

If no such matters exist, the Proposer shall clearly state “None” in this section.

Failure to disclose relevant information may be considered in the evaluation of the Proposal.

5.10. Additional Data (Optional)

Proposers may provide any additional information relevant to its qualifications and capabilities. This may include:

- Specialized expertise or industry innovations
- Use of advanced technologies or sustainable practices
- Customer engagement strategies
- Other distinguishing factors that enhance the Proposer’s ability to fulfill the objectives of this solicitation

This section is optional; however, all information provided must be concise and directly relevant. Any content submitted under this section shall be included within the fifteen (15)-page limit established in Section 5.2.

Proposers are encouraged to include only information that strengthens the Proposal and demonstrates added value to the City.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate all proposals received in response to this RFP. Proposals will be evaluated based on the Proposer's demonstrated qualifications, relevant experience, operational approach, capacity to provide ongoing services, responsiveness to the requirements of this RFP, and overall value to the City.

In addition to technical and operational considerations, the City will evaluate the proposed commission and the reasonableness of pricing to the public to ensure a balanced and sustainable service model.

The evaluation process is intended to identify the proposal that best meets the City's needs for reliable, high-quality vending services in a public recreation facility, consistent with the objectives and requirements set forth in this RFP.

6.2. Evaluation Summary

Proposals will be evaluated and ranked according to the evaluation criteria categories and respective weightings identified in this Section. In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, or any portion thereof.
- Waive informalities or minor irregularities in proposals.
- Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies.
- Request clarification or additional information from one or more Proposers; and
- Make an award, if any, in the best interest of the City.

Where applicable, the City may evaluate proposed commission structures, pricing to the public, and related financial methodologies independently or in combination with other evaluation factors to determine overall value. The City's determination of best value and any resulting award shall be made at the City's sole discretion.

6.3. Scoring Criteria

The City will evaluate proposals using the qualitative evaluation criteria categories and relative weights identified in this Section. Financial proposals will be evaluated separately in accordance with Section 6.3.3.

Each Evaluation Committee member will independently evaluate and score qualitative criteria using a numeric scale of one (1) to ten (10), where:

- 1 represents an unsatisfactory response that fails to meet the requirements of the RFP; and
- 10 represents an exceptional response that fully meets or exceeds the requirements of the RFP and demonstrates a high level of quality, reliability, and value.

Raw scores for each qualitative criterion will be multiplied by its respective weights to determine weighted category scores. The sum of all weighted qualitative category scores will constitute each Proposer's total qualitative score.

To promote fairness and consistency across evaluations, the City may apply a score normalization method. Under this method, the highest total qualitative score establishes the benchmark and earns the maximum available qualitative points. All other Proposers' total qualitative scores may be proportionally adjusted relative to that benchmark prior to calculation of final composite scores.

6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 90%)

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	Completeness, organization, clarity, and compliance with all RFP instructions, submission requirements, and required formats.
Understanding of Services and Facility Needs	15%	Demonstrated understanding of the City's operational needs for vending services in a public recreation facility, including service expectations, user demand, and facility environment.
Qualifications, Experience, Capacity, and References	20%	Relevant experience providing similar vending or service operations. Includes organizational capacity, service coverage, reliability, and references demonstrating successful performance.
Service Approach and Operations Plan	35%	Quality, feasibility, and effectiveness of the Proposer's approach to delivering ongoing vending services. Includes: • Restocking plan and frequency • Ability to meet demand and maintain consistent product availability • Maintenance and repair response times and service responsiveness • Uptime approach and service reliability • Customer service and refund process • Communication and coordination with City staff.

Value to the City	15%	Overall value offered to the City and facility users, including: • Product mix, including snack and beverage variety • Inclusion of healthier or specialty options • Reasonableness of pricing to the public • Use of technology or features that improve service reliability, efficiency, or user experience
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The City will evaluate proposals based on the degree to which the Proposer demonstrates the ability to deliver reliable, responsive, and high-quality vending services consistent with the operational needs of the facility.

6.3.2. Score Normalization Method

Following completion of individual evaluations, the City will aggregate the weighted qualitative scores from all Evaluation Committee members to determine each Proposer’s total qualitative score.

The highest total qualitative score will establish the benchmark and be assigned the maximum available qualitative score of ninety percent (90%). All other Proposers’ qualitative scores may be proportionally adjusted relative to that benchmark using the same ratio.

The resulting normalized qualitative scores will be used to calculate final composite scores.

6.3.3. Financial Proposal (10%) – Commission-Based Evaluation

The Financial Proposal will account for ten percent (10%) of the total evaluation score and will be based on the commission offered to the City and the overall financial value of the Proposal, including the impact of pricing to the public.

The City will evaluate the Financial Proposal based on the following:

- Proposed commission rate(s), including structure (e.g., single rate, separate snack and beverage rates, or alternative structures such as tiered commissions or minimum guarantees)
- Clarity, completeness, and transparency of the Proposer’s financial approach
- Reasonableness of proposed product pricing to the public
- Alignment between the proposed commission and the overall service model

Higher commission rates may receive higher scores; however, commission will not be evaluated in isolation. Proposals offering high commission rates with pricing to the public determined to be unreasonable or not in the best interest of the facility may receive lower overall scores.

Evaluation of the Financial Proposal will consider the level of detail and clarity provided in accordance with Section 5.6.

The City reserves the right to evaluate Financial Proposals using a comparative method and to consider both quantitative and qualitative aspects of the proposal in determining overall financial value.

Failure to submit a complete Financial Proposal in accordance with the requirements of this RFP may result in a reduction in score or rejection of the Proposal.

6.4. Shortlisting Proposers

The City may use the process outlined in this Section to identify a shortlist of Proposers for further consideration, including interviews or additional evaluation steps. The City reserves the right to modify, waive, or discontinue any step in this process if determined to be in the City's best interest.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this RFP.

The City's Purchasing Agent may request written clarifications from Proposers to resolve minor ambiguities, confirm understanding of the Proposal, or verify compliance with submission requirements.

Evaluation and Scoring

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the qualitative criteria and weighting outlined in Section 6.3. Financial Proposals will be evaluated separately in accordance with Section 6.3.3. Individual evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing rankings and identifying the Proposers offering the best overall value to the City.

6.5. Experience and Reference Checks

The City reserves the right to conduct reference checks for one or more of the highest-ranked Proposers to verify qualifications, past performance, service reliability, and operational capability. Reference checks may include, but are not limited to, inquiries regarding:

- Performance on contracts or services of similar size, scope, and complexity
- Adherence to service schedules, response times, and contractual requirements

- Responsiveness, professionalism, service quality, and customer service

The City may contact references provided by the Proposer and/or other sources known to be familiar with the Proposer's performance. The City may also request additional supporting materials or documentation and, if applicable, conduct site visits to existing service locations for the purpose of verifying information contained in the Proposal and further evaluating the Proposer's qualifications and capabilities.

6.6. Interviews or Presentations (if requested)

At the City's discretion, one or more Proposers determined to be the most responsive and competitive may be invited to participate in interviews or presentations. Interviews may be conducted in person or virtually and are intended to further evaluate the Proposer's qualifications, service approach, and ability to successfully provide ongoing vending services.

The City reserves the right to determine the number of Proposers invited to interview and to adjust interview thresholds based on the quality of proposals and the level of competition. Shortlisted Proposers will be notified in writing. Interview dates and times will generally align with the Tentative Calendar of Events and may be modified as needed.

If conducted, interviews or presentations may be used to further assess or clarify the Proposer's:

- Understanding of the City's operational needs and facility environment
- Service approach and operations plan, including stocking, maintenance, and responsiveness
- Ability to meet service levels, including uptime and response times
- Customer service approach, including handling of complaints and refunds
- Organizational capacity and resources to provide reliable, ongoing service
- Overall value to the City

Participation in an interview or presentation does not guarantee an award.

6.7. Negotiations

The City reserves the right to conduct negotiations with the highest-ranked Proposer following completion of the evaluation process. Negotiations with lower-ranked Proposers may occur only if negotiations with higher-ranked Proposers are unsuccessful and formally concluded.

As part of negotiations, the City may request revisions to the Proposer's submission, which may include:

- Clarifications, refinements, or revisions to the proposed service approach, operations plan, or service levels

- Adjustments to the proposed commission structure, product pricing, or financial assumptions, including requests for Best and Final Offers (BAFOs); and
- Other modifications necessary to align the proposal with the City's objectives

All negotiations will be conducted at the City's sole discretion and in a manner determined to be most advantageous to the City.

6.8. Award

The City reserves the right to exercise full discretion in the evaluation and award process and may take the following actions, at its sole discretion and in accordance with applicable law.

- Award the Contract in whole or in part or make multiple awards if deemed in the City's best interest, including designation of primary and secondary Contractors, if applicable
- Reject any or all proposals and waive any informalities, technicalities, or irregularities
- Accept, reject, or negotiate any portion of one or more proposals
- Consider a Proposer's past performance with the City or other public agencies
- Decline to make any award if, in the City's judgment, no proposal offers sufficient value to the City and its users to justify a contract

Any award recommendation is subject to final approval by the appropriate City authority.

6.9. Contract Execution

The selected Proposer shall be required to execute the Contract within the timeframe specified in the Notice of Award. Failure to timely execute the Contract may result in the withdrawal of the award and the selection of the next-highest-ranked Proposer, or cancellation of the solicitation.

Any award is contingent upon the availability of funding, completion of all required approvals, and successful negotiation of final Contract terms.

6.10. Notice of Intent to Award & Protest Procedures

The City may issue a Notice of Intent to Award prior to final contract execution.

Any formal protest must be submitted in writing within the timeframe specified in the City's [Procurement Policy](#). All protests shall be submitted and resolved in accordance with the City's Procurement Policy. Failure to comply with the City's protest procedures may result in the protest being deemed invalid.

Section 7.0. Solicitation Response Form

RFP-5915-26-KF “Vending Machine Services for the Community Recreation Center”

The proposer must submit the completed, dated, and signed form.

Commission Proposal

The Proposer shall provide its proposed commission to be paid to the City, expressed as a percentage of gross sales generated from vending operations.

The Proposer may submit:

- A single commission rate for all vending services; or
- Separate commission rates for snack and beverage vending, as applicable.

Proposed Commission Structure (check one and complete):

☐ Option 1—Single Commission Rate (All Machines):

_____ % of gross sales

☐ Option 2—Separate Commission Rates

Snacks: _____ % of gross sales

Beverages: _____ % of gross sales

☐ Option 3—Alternative Commission Structure (if applicable)
(e.g., tiered commission, minimum guarantee, or other)

Description:

Acknowledgment

By submitting this form, the Proposer acknowledges that:

- The proposed commission shall represent the financial consideration offered to the City under the Contract.
- All costs associated with providing the Services are the sole responsibility of the Contractor.
- The City will evaluate both the proposed commission and the reasonableness of pricing to the public.
- Additional details regarding the Proposer's financial approach, pricing, and assumptions are provided within the Proposal in accordance with Section 5.6.

The City reserves the right to accept any portion of the services at its discretion.

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal and schedule of services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in the Solicitation. By submitting the Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the Services described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City's sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies, and, in the case of a joint Proposal, each participating party certifies independently, that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal.

By submitting the Proposal, the **Proposer** certifies that:

- The Proposal has not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation provided in the Proposal.
- The Proposer acknowledges that services shall be provided at no cost to the City. Any compensation to the Proposer shall be derived solely from vending machine operations or as otherwise described in the Proposer's submission in Section 5.0.

Receipt of Addenda

The undersigned Proposer acknowledges receipt of all Addenda issued for the Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Required Submittals

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
 - The successful Proposer shall provide a completed and current IRS Form W-9 prior to contract execution.
-

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of Services or Work:

Name, address, city, and state of Subcontractor	Description of Service(s) to be performed	Est. Value & % of Service(s)

The **Proposer** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

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ADDENDUM NO. 1

Date: May 14, 2026

From: City of Grand Junction Purchasing Division

To: All Proposers

RE: Vending Machine Services for the Community Recreation Center, RFP-5915-26-KF

Proposers responding to the above-referenced Solicitation are hereby advised that certain requirements have been **clarified, modified, or supplemented** as of the date of this Addendum, as outlined below.

Please take note of the following:

1. **Question:** Section 4.4 of the RFP states that vending machines must “accept both cash and cashless payment methods.”

Would the City consider alternative vending technologies or smart vending systems that utilize cashless payment methods only?

Answer: The City’s preference is for vending solutions that accept both cash and cashless payment methods to maximize accessibility and convenience for all facility users.

However, the City may consider alternative vending technologies or operational approaches proposed by a Proposer, provided the Proposer clearly identifies any deviations from the stated requirements and explains the operational benefits, customer impact, and rationale for the proposed approach.

2. **Question:** Would a proposal utilizing a cashless-only vending solution still be considered responsive under the solicitation requirements if properly disclosed as an exception within the proposal?

Answer: A Proposer may submit a proposal utilizing a cashless-only vending solution; however, the Proposer must clearly identify the proposed deviation as an exception in accordance with Section 5.5 and fully describe the proposed system, operational benefits, customer considerations, and rationale within its Proposal.

3. **Question:** Would the City consider proposals from newly established or emerging businesses, provided the Proposer demonstrates sufficient operational readiness, professionalism, capacity, and ability to meet the service requirements and performance expectations outlined in the RFP.

Answer: Yes. The City will consider proposals from newly established or emerging businesses, provided the Proposer demonstrates sufficient operational

Addendum 1 RFP-5915-26-KF

readiness, capacity, professionalism, and ability to successfully meet the requirements, service expectations, and performance standards outlined in the RFP.

Proposers must submit all information and materials required under Section 5.0 – Preparation and Submittal of Proposals, including information related to qualifications, experience, references, service approach, and financial proposal requirements.

All proposals will be evaluated in accordance with the evaluation criteria identified in Section 6.0 of the RFP

4. **Question:** Would the City consider alternative frozen dessert or ice cream equipment/service models that differ from traditional vending machine operations described in the RFP, such as contractor-stocked freezer units or other non-traditional dispensing approaches? If so, should such approaches be submitted as part of a proposal and identified as an exception or alternative service model?

Answer: The current solicitation is specifically intended to procure full-service vending machine services as described in the RFP. Proposers shall submit proposals responsive to the scope, operational model, and service requirements identified in the solicitation documents.

At this time, the City is not seeking alternative concessions, retail, or City-operated freezer service models outside the vending machine services described in the RFP.

Any proposed deviations, exceptions, or alternative approaches must be clearly identified in accordance with Section 5.5 of the RFP and will be evaluated at the City's sole discretion.

This addendum amends the original solicitation for the referenced project as outlined above. All other terms and conditions of the solicitation remain unchanged.

Proposers must acknowledge receipt of this addendum by completing the acknowledgment section on the **Solicitation Response Form** (Section 7.0).

Thank you for your attention to this matter.

Respectfully,



Kathleen Franklin
Senior Buyer/Purchasing Agent
City of Grand Junction



Empowering People with Special Needs
Freeing Victims of Human Trafficking

Vending Machine Services for Grand Junction Community Recreation Center Proposal

We at Freedom Vending understand your commitment to fairly priced vending products that are well stocked in high-quality, premium vending machines. We install brand new smart coolers with the newest, cutting edge technology alongside new traditional cash option machines. Freedom Vending currently operates an expanding portfolio of smart coolers and traditional machines in multiple Grand Junction businesses. Using this combination of machines ensures accommodation for all guests using cards, cash, coin, and various smartphone payment options. Our state-of-the-art smart coolers give us real-time data on product quantities and sales trends that allow us to guarantee your machines will always be fully stocked in a timely manner.

Freedom Vending will provide:

- A wide variety of family-friendly, healthy snack and drink options
- Swipe, grab, and go: user friendly, simple transactions with text receipts
- Virtual inventory ensures fully stocked machines
- No outsourcing: familiar local faces that live in and care about our community
- Hassle-free for Rec Center employees
- Modern, up-scale machine presentation that adds a polished, professional appearance
- Energy efficient refrigeration with sustainable practices

Your commitment to serving this community parallels our business's mission to employ local individuals with Special Needs. Our employees, supported by our leadership team, will provide personalized and professional service. This plan maximizes our vision to give back to our community while providing top notch vending services to our customers. We would love to partner with you in creating an environment that gives everyone in the Grand Valley the opportunity for inclusion, purpose, health and recreation.

Sincerely,

Jeremy Skeen
Freedom Vending Owner
Able and Free, LLC dba
Freedom Vending

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Solicitation Response Letter

RFP-5915-26-KF

Section 7.0. Solicitation Response Form

“Vending Machine Services for the Community Recreation Center”

The proposer must submit the completed, dated, and signed form.

Commission Proposal

The Proposer shall provide its proposed commission to be paid to the City, expressed as a percentage of gross sales generated from vending operations.

The Proposer may submit:

- A single commission rate for all vending services; or
- Separate commission rates for snack and beverage vending, as applicable.

Proposed Commission Structure (check one and complete):

☒ **Option 1—Single Commission Rate (All Machines):**

15% % of gross sales

☐ **Option 2—Separate Commission Rates**

Snacks: _____ % of gross sales

Beverages: _____ % of gross sales

☐ **Option 3—Alternative Commission Structure (if applicable)**
(e.g., tiered commission, minimum guarantee, or other)

Description:

RFP-5915-26-KF

Acknowledgment

By submitting this form, the Proposer acknowledges that:

- The proposed commission shall represent the financial consideration offered to the City under the Contract.
- All costs associated with providing the Services are the sole responsibility of the Contractor.
- The City will evaluate both the proposed commission and the reasonableness of pricing to the public.
- Additional details regarding the Proposer's financial approach, pricing, and assumptions are provided within the Proposal in accordance with Section 5.6.

The City reserves the right to accept any portion of the services at its discretion.

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal and schedule of services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in the Solicitation. By submitting the Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the Services described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City's sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies, and, in the case of a joint Proposal, each participating party certifies independently, that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal.

By submitting the Proposal, the **Proposer** certifies that:

- The Proposal has not been knowingly disclosed to any other Proposer and will not be disclosed before the award.

- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation provided in the Proposal.
- The Proposer acknowledges that services shall be provided at no cost to the City.

Any compensation to the Proposer shall be derived solely from vending machine operations or as otherwise described in the Proposer's submission in Section 5.0.

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Receipt of Addenda

The undersigned Proposer acknowledges receipt of all Addenda issued for the Solicitation, including modifications to the Specifications and Contract Documents.

• **Total number of Addenda received:** 1

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Required Submittals

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- The successful Proposer shall provide a completed and current IRS Form W-9 prior to contract execution.

Proposer Information and Authorization

Entity Name: Able and Free, LLC dba Freedom Vending

Authorized Agent Name & Title: Jeremy Skeen, Owner

Authorized Agent Signature:



Telephone Number: (970) 361-8388

Email Address of Agent: Jeremy@ableandfree.com

Business Address:



City, State, ZIP Code: Fruita, CO 81521

Date: 5/26/26

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of Services or Work: Not applicable

Exceptions to Terms and Conditions

While we acknowledge that prices cannot be increased without a 30-day written notice to the City of Grand Junction outlined in section 4.5.4, we request the ability to **decrease** prices of individual items per our discretion, in order to move slower moving items or those approaching “best buy” date. Smart Coolers allow us to monitor product inventory and sales virtually in real time, therefore keeping product selections fresh and rotating.



Financial Proposal Submittal Requirements

Single Commission Rate (All Machines)
15% of gross sales

This Commission rate is proposed using a win/win arrangement for the City of Grand Junction, guests of the center, and Freedom Vending. We used these criteria to arrive at the proposed percentage:

- Value *and* affordability of snack/drinks to local guests
- Cost considerations for our industry leading technology of smart coolers, alongside a traditional machine
- Variable purchase experiences to accommodate guests of all ages and preferences
- Ability to provide stable, long-term and reliable service by Freedom Vending to the City of Grand Junction and the Community Recreation Center.

Since we propose a combination of Smart Cooler (card transactions), along with traditional cash/coin machine, here are examples of price ranges for your review (not an exhaustive list):

	Smart Cooler	Traditional Machine
Various Candy Bars	\$2.50	\$2.25
Healthier Low Sugar Protein Bars	\$2.50 - \$3.50	\$2.25 - \$2.50
Soda (16.9 oz Bottles)	\$2.50	\$2.25
Electrolyte / Fitness Drinks (no/low sugar and regular)	\$2.50	\$2.00 - \$2.25
Energy Drinks (Regular and no/low Sugar)	\$3.50 - \$5.00	----
Breakfast Protein Shakes (no/low Sugar)	\$3.50 - \$4.25	\$3.50
Chocolate Milk	----	\$2.00 - \$2.50
Fruit Juices	----	\$2.00 - \$2.50
Chips / Pretzels	\$1.50 - \$2.00	\$1.25 - \$1.50
Smaller Snack Packs (Beef and Cheese Sticks, Small lunchables, gluten-free options)	\$2.50 - \$4.00	\$2.00 - \$3.00
Larger Lunch Packs / Charcuterie	\$5.00 - \$6.00	----
Gluten-Free Options	\$2.50 - \$5.00	\$2.00 - \$3.50

Qualifications, Experience, Capacity, and References

Relevant Experience

Freedom Vending has current experience operating both smart coolers and traditional vending machines within Grand Junction businesses.

- Placing, restocking, servicing of machines
- Purchasing and inventory of products from local and online sources
- Sales and Machine Placement
- Virtual real-time monitoring of machine inventory to schedule additional restock visits as needed to keep machines full, with a rotating variety of products
- Collaborating with business owners and patrons to provide customized product offerings based on business type and customer requests via QR code.

Our current accounts provide services in high-traffic areas including a 24-hour City of Grand Junction facility and training center with sales occurring 7 days/week.

Key Personnel at Freedom Vending

Jeremy Skeen, Owner
Field Supervisor, Finance
970-361-8388
jeremy@ableandfree.com

Stacie Skeen
Operations Coordinator
Office and Technology Manager
[REDACTED]
stacie@ableandfree.com

Sarah Skeen
Employee Advocate and Special Needs Coach
[REDACTED]

Service Approach and Operations Plan

- a. **Approach to service delivery:** Installation of new Smart Cooler machines involves delivery and set up by Freedom Vending employees without needed assistance or cost to CRC staff. Freedom Vending will be responsible for stocking, monitoring machine inventory and required maintenance.
 - Placement of **5 brand new machines** with lower likelihood of malfunction, thereby increasing optimal uptime rates of 98% or above.
 - In-person and remote inventory monitoring
 - Customer service by local employees who answer the phone and address issues the same day, providing refunds as warranted.

Any customer complaints will be recorded, to analyze trends and implement policy and operational changes as necessary to resolve concerns. To maintain full transparency, this information can be provided to the City and/or CRC upon request.
 - Maximize uptime, and prevent interruption of service through continuous monitoring. Smart coolers have the capability to be reset remotely as required for power outage or in the rare event of machine malfunction. If the issue cannot be resolved remotely, an on-site maintenance visit will be initiated by at least the next day.

Uptime can be logged, in cooperation with the machine manufacturer, and reports can be provided at the requested frequency.
- b. **Proposed product mix and pricing approach:** Cash machines and smart coolers will be stocked with a variety of items at different price points to provide inclusive options, including, but not limited to, family-friendly selections, dietary-restriction choices, as well as heart-healthy alternatives. Customers will have the option of slightly lower cost items using cash machines, or the convenience of purchasing multiple items in one cashless transaction from the smart coolers. Freedom Vending strives to make options accessible to all members of the community. (See Section 5.6 for proposed product offering categories and pricing ranges. Prices will be posted for customer review before purchase.)
- c. **Service schedule:** Proposed machine restock schedule is twice weekly with additional on-site visits as needed to keep machines stocked. Smart coolers allow for remote monitoring of inventory prompting additional restock visits as needed to ensure consistent availability of products.
- d. **Implementation approach for service start date:** Machines will be scheduled for placement and installation no later than August 7, 2026. The proposer will be on site for the delivery of the new machines to facilitate delivery and set up in designated spaces. The initial stocking will be on or around Tuesday, August 11 to ensure optimal freshness of product for the grand

opening. If grand opening or launch dates are adjusted by the City or CRC, the initial machine stocking date can be modified accordingly.

- e. **Communication/coordination with City Staff:** All communication will be through Freedom Vending owner Jeremy Skeen via phone at (970)361-8388 or emailed to jeremy@ableandfree.com. An alternate contact is stacie@ableandfree.com.
- f. **Service location details (operational presence, staffing, service routes, etc):** Freedom Vending is a local Grand Valley based business. Our leadership team and employees live and work in this community and are currently servicing other local vending accounts
- g. **Value added services/enhancements:** With your approval, Smart Cooler machines have an LED screen display with personalized CRC and/or City of Grand Junction branding, along with a slide show of snack and drink graphics, and instructions for using the machine and payment options. (see included examples)
- h. **Reporting:** Sales reports (including gross sales) and commission due will be provided at the frequency agreed on in the contract.
- i. **Sanitation:** Machines are routinely sanitized with each restocking. Freedom Vending operates in compliance with all health and safety requirements.
- j. **Security/safety:** Freedom Vending will comply with any applicable city security and employment requirements, including background checks if required.

Legal Proceedings and Litigation: None

Additional Data

Our Smart Cooler vending machines possess the following advantages:

- Enhanced user experience with multi-item purchasing
- Easy, hassle-free product retrieval with no coils or motors to get stuck
- Protected dispensing of fragile products
- Expanded product variety that can include fresh food options and non-food items
- Decreased theft and vandalism
- Off-site rebooting capabilities maximizes uptime with real-time troubleshooting
- All 5 of our machines will be brand new, under warranty
- Significant decrease in energy consumption:
Smart coolers consume around 1 to 3 kilowatt hours compared to traditional vending machines which use 7 to 15 kilowatt hours [energy consumption](#).

Freedom Vending offers the following customer engagement options:

- Custom video screens above machines that highlight unique messages or branding about your facility
- QR code surveys on each machine that give customers the option to request specific items
- Real-time product tracking with ultra-responsive product refilling

Micromart Smart Coolers



See Sample of Smart Cooler Slides on pages 14-16:

Fully customizable slides that cycle in rotation



A close-up photograph of golden-brown french fries, slightly blurred, serving as a background for the text.

SNACKS

A close-up photograph of a dark chocolate swirl or ribbon, creating a sense of motion and texture, serving as a background for the text.

CHOCOLATE

A close-up photograph of golden-brown potato chips, slightly blurred, serving as a background for the text.

SNACKS

A solid, uniform orange color filling the entire rectangular area, serving as a background for the text.

JUICE



Apple/Samsung/Google Pay
or Tap, Insert, or Slide
Debit/Credit Card



Enabling Those with Special Needs
to Find Freedom Through
Employment and Independence



Thank you for your support