

CITY OF SEATTLE

ORDINANCE 126604

COUNCIL BILL 120341

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute, for and on behalf of the City, a Concession Agreement with Compass Group USA, Inc., doing business as Canteen, to provide food and beverage vending machine service in City park facilities identified in the agreement and additional City park facilities and locations approved by the Superintendent.

WHEREAS, the City, operating through the Seattle Parks and Recreation Department (“Department”), owns and operates public park facilities; and

WHEREAS, the Department desires to have consistent vending services provided for staff and community members when using these facilities; and

WHEREAS, the Department desires to offer healthy food and beverage selections in modern, energy-efficient vending machines located on City park properties; and

WHEREAS, the Department advertised a Request for Proposal for food and beverage vending machine services in the City’s newspaper of record, *The Daily Journal of Commerce*, and in several other community newspapers: *Seattle Chinese Times*, *Seattle Facts*, and *Tú Decides*, to solicit proposals from qualified individuals and firms; and

WHEREAS, Compass Group USA, Inc., acting through its Canteen Vending Services Division, submitted a proposal in response to the City’s request, and the Department’s evaluation panel selected that proposal as the most advantageous to the Department, with the Superintendent of the Department concurring; NOW, THEREFORE,

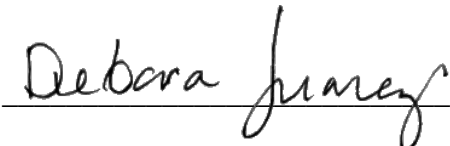
BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation, or the Superintendent’s designee, is hereby authorized on behalf of The City of Seattle to execute a five-year Concession


1 Agreement with Compass Group USA, Inc., doing business as Canteen, substantially in the form
2 included as Attachment A to this ordinance, which also allows one additional five-year extension
3 of the agreement.

1 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.


4 Passed by the City Council the 21st day of June, 2022,
5 and signed by me in open session in authentication of its passage this 21st day of
6 June, 2022.

7 
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 24th day of June, 2022.

10 
11 Bruce A. Harrell, Mayor

12 Filed by me this 24th day of June, 2022.

13 
14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:
17 Attachment A - Compass Group USA Food and Beverage Concession Agreement

FOOD AND BEVERAGE VENDING MACHINE SERVICE AGREEMENT

Between
THE CITY OF SEATTLE
Seattle Parks and Recreation
and
Compass Group USA, INC D/B/A Canteen

Agreement Number: AG22-PRE05-145

THIS VENDING SERVICE CONCESSION AGREEMENT is entered into between the **City of Seattle**, a municipal corporation of the State of Washington (“City”), by and through its **Seattle Parks and Recreation** department (“SPR”) and its Superintendent (“Superintendent”) and **Compass Group USA, INC D/B/A Canteen** (“Concessionaire”). The City and Concessionaire may sometimes be referred to in this Agreement together as “the Parties” or individually as “Party.”

WHEREAS, the City of Seattle, operating through its Seattle Parks and Recreation department, owns and operates various public parks; and

WHEREAS, the City, desires to have consistent food and beverage vending services at park facilities; and

WHEREAS, the City advertised a Request for Proposals for food and beverage vending machine services in the City’s newspapers of record, (Daily Journal of Commerce, Seattle Chinese Times, Seattle Facts, and tú Decides) in order to solicit proposals from qualified individuals and firms; and

WHEREAS, the Concessionaire submitted a proposal in response the City’s request; and

WHEREAS, the panel evaluating the proposals selected the Concessionaire’s proposal as most advantageous to the City; and

WHEREAS, the Superintendent determined that the Concessionaire best demonstrated the capability and desire to fulfill the requirements and conditions of this Agreement:

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

PART A: SPECIAL CONDITIONS AND COVENANTS OF AGREEMENT

1. DEFINITIONS.

As used throughout this Agreement, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

a. CITY.

“City” means The City of Seattle and its Seattle Parks and Recreation department, “SPR”, and any division, section, unit, or entity of that Department and any of the officers or other officials lawfully representing the Department.

b. CONCESSIONAIRE.

“Concessionaire” means the party granted concessionaire rights and privileges under this Agreement.

c. DEPARTMENT.

“SPR” shall mean the City of Seattle, Seattle Parks and Recreation.

d. ENERGY STAR.

“Energy Star” shall mean the government-backed program that helps business and individual protect the environment through superior energy efficiency. Energy Star compliant products meet strict energy efficiency guidelines set by the Environmental Protection Agency and U.S. Department of Energy.

e. GROSS SALES.

“Gross Sales” shall mean all sales and revenue received from all vending machines granted in this agreement reduced only by sales tax collected.

f. PREMISES.

“Premises” shall mean locations on SPR property and within SPR buildings where the Concessionaire is granted the right to place vending machines.

g. SUPERINTENDENT.

“Superintendent” as used herein regarding inspections; or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City’s Superintendent of Parks and Recreation or such official’s designee.

h. TERM

“Term” when used in this agreement shall have the meaning set out in **Part A Section 3 – Terms of Agreement.**

i. VENDINGMISER.

“VendingMiser” (patented) represents a technology, which significantly reduces energy consumption without compromising the vended product. Utilizing a custom passive infrared sensor, VendingMiser powers down a vending machine when the area surrounding it is unoccupied and automatically repowers the vending machine when the area is reoccupied.

j. VENDING PRODUCTS.

As used within this Agreement, “Vending Products” shall include frozen food products, packaged nuts, baked chips, snacks, fruits, vegetables, packaged foods, diet soda, water, various beverages, and popcorn.

k. WASHINGTON STATE DEPARTMENT OF SERVICES FOR THE BLIND

“DSB” shall refer to Washington State Department of Services for the Blind.

2. GRANTS OF CONCESSIONS:

SPR hereby grants to the Concessionaire for the full term of this Agreement upon the conditions, limitations, reservations, and provisions herein, the exclusive right and privilege to operate a business consisting of food and beverage vending machine services approved by SPR at SPR properties in the locations listed in **Exhibit A – Vending Locations** to this Agreement. SPR reserves to itself the rights to offer or to grant any third party the right to offer Vending Products in locations not listed on **Exhibit A – Vending Locations**. SPR reserves the right to cancel and remove any locations listed in **Exhibit A – Vending Locations** by sending written notice to the Concessionaire 30 days in advance of such cancellation (“Location Cancellation”).

3. TERMS OF AGREEMENT:

So long as Concessionaire has executed the DSB agreement required under **Part A, Section 5(c) - Concessionaires Responsibilities** of this agreement, this Agreement shall commence when signed by an authorized representative of both parties (“Commencement Date”) following an authorizing ordinance by Seattle City Council and shall be for an initial term of five (5) years (“Term”). This agreement may be extended for an additional term of five (5) years by mutual agreement of the parties.

4. TERMINATIONS:

Either party may terminate this Agreement by giving the other party sixty (60) days written notice of its intention to terminate as further set out in **Part B, Section 8 Termination for Convenience** of this Agreement. This right is in addition to City’s right to Location Cancellation set out in **Part A, Section 2 – Grants of Concessions** of this Agreement.

5. CONCESSIONAIRE RESPONSIBILITIES:

a. HEALTHY MENU OFFERINGS.

The Concessionaire shall always stock all vending machines exclusively with health-conscious food and beverage selections that meet the “Healthiest” and/or “Healthier” products selection criteria referenced in **Exhibit B – Healthy Vending Ordinance and Guidelines**. Concessionaire will only provide high quality, name brand merchandise that is within its “Best by Date.” Concessionaire will remove all merchandise that is beyond its “Best by Date.” Concessionaire will not stock low-end or off-brand Vending Products in its vending machines.

b. Vending Service.

Concessionaires shall ensure that vending services must be filled in accordance with customer demand so that no more than 20% of the slots in any vending machine are empty at any time.

c. Washington State Department of Services for the Blind (DSB):

As a condition precedent to the commencement of this Agreement, Concessionaire must execute a separate Commission Agreement (“Commission Agreement”) with the Washington State Department of Services for the Blind (DSB), as required by State law currently codified at RCW 74.18.230 and regulations currently codified at WAC 67-35-160. This Commission Agreement will control payments to DSB for all “Administrative” vending service locations. Current “Administrative” vending service locations are set out in **Exhibit A – Vending Locations** and are subject to change at any time at SPR’s sole discretion. An increase in “Administrative” vending service locations would increase the amount Concessionaire owes DSB. The Commission Agreement will be provided by DSB directly to Concessionaire. Concessionaire shall maintain in full force and effect the Commission Agreement, as it may be updated pursuant to DSB requirements of Washington law, throughout the term of this Agreement. Pursuant to Washington law and the terms of the Commission Agreement, Concessionaire shall pay DSB directly, a concession fee equal to 25% of all Beverages and 28% of all food of Concessionaire’s total Gross Sales for all “Administrative” vending service locations (as the term is used and listed in **Exhibit A – Vending Locations**). Except as specified in **Exhibit A - Vending Locations**, payment to DSB will be in addition to and does not replace the other payments due to SPR under this Agreement. Concessionaire will provide to SPR the most current copy of the DSB Commission Agreement as well as send SPR monthly sales reports for all Administrative Vending Service locations. Any failure by Concessionaire to provide monthly sales reports or to make all payments required by the DSB Commission Agreement shall be a breach of this Agreement and subject Concessionaire to contractual remedies by City in addition to any remedies that may be available to the State or DSB.

d. Monthly Concession Fees to SPR:

Concessionaire shall pay SPR Concession Fee payments hereinafter referred to as the “Concession Fee.” Concession Fee for all public vending machines shall be sent to SPR.

- i. Public Vending Machine Sale:** Concessionaire shall pay SPR, a concession fee equal to 25% of all Beverages and 28% of all food of Concessionaire’s total Gross Sales or a minimum annual payment of \$25,000 (Twenty-Five Thousand dollars), whichever is greater, for all public serving vending machines.
- ii. Concession Fee Commencement Date and Installments:** Concessionaire shall pay Concession Fee monthly which will commence the first full month following the Commencement Date (“Rent Commencement Date”) and thereafter Concession Fee shall be paid in monthly installments for the duration of the term. Concessionaire monthly installment payment will be based on the Concessionaire monthly sales report. SPR will prepare and send to Concessionaire a monthly invoice.
- iii. Monthly Invoice Amount:** SPR will send to Concessionaire a monthly invoice for the installment payment due towards annual rent, which will be calculated by a percentage of the Gross Sales (25% of all beverages and 28% of all food).

iv. Minimum Payment:

If the total monthly Concession Fees paid to the City based on the percentage of Gross Sales accumulated through December is less than \$25,000, then SPR will invoice Concessionaire the balance due in the December sales invoice sent in January.

- If SPR determines in its sole and reasonable discretion that the annual minimum sales of \$25,000 were not reached due to partial year's operation caused by system wide SPR facility closures or commencement or expiration of agreement, SPR will adjust the annual minimum of \$25,000 by the percentage of months that SPR determines the Concessionaire was not able to operate.

v. REPORTING SALES:

Concessionaire shall submit a monthly concession sales report ("Monthly Sales Report") that provides income and fee data for each SPR location served by the Concessionaire. The Monthly Sales Report will list each vending location and data in the format required by SPR. The Monthly Sales Report shall be due on or before the 5th of the month for the previous month's sales. The Concessionaire shall include any supporting documentation that may be required. Concession Fee calculation shall be shown in the Monthly Sales Report. Each month, the Concessionaire will explain in writing all increases or decreases in revenue to the satisfaction of SPR. The Concessionaire shall also provide SPR with information about conditions impacting the vending services, planned marketing activities, changes in Concessionaire's operations, or other factors affecting the vending service and/or sales.

vi. INVOICES:

SPR will invoice the Concessionaire for the Concession Fees reported above no later than the 10th day of the month. Invoices will be delivered electronically via email to the concessionaire. Payment is due ten (10) days from the date of the invoice.

vii. SPR PUBLIC VENDING COMMISSION PAYMENT LOCATION:

All City invoice payments shall be made payable to City of Seattle Treasury and delivered to:

By mail:

Treasury Department Accounts Receivable
PO Box 94626
Seattle, Washington 98124-6926

Hand delivered:

Seattle Municipal Tower
4th Floor, Customer Service Center
700 5th Avenue
Seattle, WA 98124-4127

e. LATE AND REFUSED PAYMENTS:

In the event Concessionaire fails to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid. Additionally, a twenty-dollar (\$20.00) charge shall be paid by Concessionaire to the City for each check refused payment for insufficient funds or any other reason. If any of the aforementioned fees or charges change, SPR shall provide a written explanation to Concessionaire of the amount by which such fees and charges have changed.

f. TAXES, LEVIES AND ASSESSMENTS:

The Concessionaire shall be responsible for and pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed, or otherwise imposed upon the Concession as a result of the Concessionaire's activities that are or become payable during the term of this Agreement including, but not limited to, taxes arising out of the business conducted such as sale of goods; taxes levied on equipment and taxes on the Concessionaire's interest in this Agreement.

g. RECORDS:

The Concessionaire shall maintain a clear and documented set of books, records, documents, and other evidence reflecting all business activity conducted at the Premises, including vending sales, credit card charge records, and any other data relating to the determination of Gross Sales and the calculation of the Concession Fee.

h. AUDIT:

Concessionaire shall permit its records to be inspected by City, with reasonable notice, and Concessionaire's records shall be subject to copying and audit by SPR, City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract. The Concessionaire shall ensure that this right of inspection, audit, and copying is a condition of any sub-concession agreement or other arrangement under which any person or entity other than Concessionaire is permitted to carry on a business activity in, on, or from the Premises. The Concessionaire shall not be required to staff City's audit of Concessionaire's financial records, and City shall solely bear the costs associated with its inspection of Concessionaire's financial activity under this Agreement.

i. RETENTION:

Concessionaire shall retain all financial books, records, documents, refunds, credit card records and other material relevant to the financial activity under this Agreement for six (6) years after the expiration or termination of the Agreement. The obligations in **Part A, Section 5-i Retention** shall survive termination or expiration of the Agreement for the applicable duration of any statute of limitations.

j. Vending Machines:

The Concessionaire shall initially install vending machines at the SPR location listed in **Exhibit A – Vending Locations**. The location of all vending machines on the Premises must be approved in advance by the Superintendent or the Superintendent's designee.

Type and Number: The type and number of vending machines shall be as described in the Concessionaire's proposal attached as **Exhibit C – RFP Response, Section Vending Machines**.

Condition: All vending machines installed must be National Sanitation Foundation (NSF) approved and Underwriter Laboratories (UL) certified as well as be modern in design. SPR reserves the right to request replacement of machine that is deemed, in the opinion of SPR, unsuitable and/or unreliable. Should technology advances produce new types of vending machines services or changes in customer or SPR preferences require the addition of new variety of vending services, SPR and the Concessionaire will negotiate agreeable fee structures for these new vending machine types.

Energy Efficient: The vending machines provided by the Concessionaire shall be fully Energy Star compliant and/or equipped with Vending Misers or other conservation technology that is acceptable to SPR.

ADA Requirement: All vending machines and associated parts must meet current ADA standards; including but not limited to the requirement for all operable parts to meet the required reach ranges, between 15" and 48" above finish floor.

Electrical Improvements: The Concessionaire may at its sole expense and with SPR prior approval add or modify electrical services for vending machines. Modifications to the existing electrical service may be performed by a licensed electrician with approval by SPR Park Engineer. Electrical construction projects must be inspected and approved by SPR at the Concessionaire's expense.

Service Hours: The Concessionaire shall service vending machines during the hours the various SPR facilities are open to the public. SPR will not furnish the Concessionaire either keys to all facilities or a master key for all facilities.

Cleaning and Maintenance: Concessionaire at its sole expense shall be responsible for cleaning all machines. Concessionaire will service and clean its vending machines at least every other week and more frequently if required by SPR.

Payment Options: All vending machines will be equipped with multiple way to receive payment to include cash and credit/debit cards.

Advertisement on Machines: Vending machine provided by the Concessionaire shall be generic machines and must not identify a brand or advertise a product, brand, or company, except the button to purchase the product can identify the product being purchased.

Ownership: All vending machine and all unsold merchandise, money in vending machine and supplies installed on the Premises shall remain the sole property of the Concessionaire. All personal property and machines or the Concessionaire that are placed on the Premises are at the Concessionaire sole risk. Concessionaire hereby releases the City from any claims arising from the loss or damages to Concessionaire's property.

Prohibited Products and Containers: The Concessionaire shall not offer for sale: tobacco or smoking, vaping, liquor, marijuana, gambling, weapons or any products that require the purchaser to be over eighteen (18) years of age, any equipment or supplies for use with the above items, any illegal or over-the-counter drugs, or any products in glass containers. At the Superintendent's sole discretion, other products may be prohibited for sale. This agreement is only for vending of food and beverages for consumption by all ages.

k. PRICING AND PRICE ADJUSTMENTS:

Initial prices, portions and/or retail prices shall be as set forth in Concessionaire's RFP Response as attached as **Exhibit C-RFP Response, Section Vending Machine Products** unless modified in writing.

PRICE ADJUSTMENT:

Each year by July 1 the Concessionaire may submit a written request to SPR for price increases to reflect inflationary increases being charged to the Concessionaire. The Concessionaire shall document the economic rationale for the proposed increases to the sole satisfaction of SPR. Price increases should not exceed the inflation rate as posted in the Consumer Price Index for All Urban Consumers (CPI-U) for Seattle–Tacoma–Bellevue for the previous year. Any change to the vending product prices remains subject to the Superintendent's approval.

l. SIGNS:

The Concessionaire shall obtain the Department's prior approval for all signs, posters and displays to be used on the Premises.

m. CONCESSIONAIRE OPERATION AND SERVICES:

Customer Service: The Concessionaire, its agents, and employees shall render courteous service to the public with a goal of adding to the public use and enjoyment of the Premises. The Concessionaire shall operate and conduct business in the facilities in a businesslike manner and will not permit any acts or conduct on the part of the Concessionaire's employees that would be detrimental to SPR's operation of the park or citizen use of the park.

Refunds: The Concessionaire shall reimburse vending customers directly and take appropriate actions to resolve any and all customer concerns.

Staffing and Training: The Concessionaire shall at all times staff the vending service operation with sufficient, well-trained staff to serve the vending machines in a safe and efficient manner.

Background Investigation: If requested by SPR, the Concessionaire shall provide pass/fail information (and relevant criteria) about the Concessionaire's personnel and to the extent required by relevant law. for the purposes of a background investigation required by law for all Concessionaire staff and subcontractors working on the Premises.

6. SPR RESPONSIBILITIES:

- a. **Space:** SPR shall provide space on the Premises for the Concessionaire's vending equipment. SPR will not provide storage space for Concessionaire supplies, inactive equipment, or vehicles on SPR property.
- b. **Access:** SPR shall provide the Concessionaire with access to the Premises during SPR's usual hours of operation.
- c. **Utilities:** SPR agrees to provide Concessionaire access to existing, currently available electrical service to operate the Concessionaire's vending machines. The Concessionaire will not be billed separately for utility usage, as that cost is built into the Concession Fees paid by the Concessionaire to SPR.
- d. **Trash Removal:** SPR will provide trash receptacles and recycling bins for vending product cans, single service vending product wrappers, and single service vending product containers discarded by customers. The Concessionaire shall remove all boxes and shipping material from SPR property.
- e. **Notification of Malfunction:** SPR will monitor customer treatment of machines and will notify the Concessionaire as soon as possible when the equipment is not performing properly. In the event of burglary of money and/or vandalism the machines, SPR will notify the Concessionaire as soon as possible and the Concessionaire shall complete a SPR incident report. SPR's monitoring and notification under this section shall not reduce or amend the Concessionaire's assumption of the risk of loss or damages to the machine under **Part A, Section 5-Concessionaires Responsibilities, j-Vending Machine - Ownership.**
- f. **Janitorial Services:** SPR will perform routine housekeeping and janitorial services in the areas around the vending machines.

7. COMPLIANCE WITH LAWS:

The Concessionaire at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of the City of Seattle; and applicable rules, regulations, orders, and directives of all such governmental entities, as well as the orders and directives of authorized officials and employees thereof, including but not limited to the Mayor's Executive Order 2021- 08, which is incorporated into this Agreement, and which is attached to this Agreement as Exhibit E – Mayor's Executive Order 2021-08.

8. NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT:

The Concessionaire will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be a material breach of the Agreement.

9. BINDING EFFECT:

This Agreement shall be subject to the written approval of the Superintendent of Seattle Parks and Recreation and shall not be binding until so approved.

10. LICENSES AND PERMITS:

The Concessionaire shall provide a copy of its current City of Seattle business license to SPR prior to placing any equipment on the Premises. The Concessionaire shall obtain and maintain at its sole expense all required permits and licenses to conduct business in the City of Seattle and the State of Washington. The Concessionaire shall keep all licenses current throughout the term of this Agreement and shall supply copies of these licenses to SPR at the address shown in this Agreement.

11. SATISFYING ALL CONDITIONS OF THE AGREEMENT:

The Concessionaire shall satisfy all conditions and requirements imposed on the Concessionaire by this Agreement. This Agreement and Exhibits contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or as an attachment to this Agreement. The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

PART B: GENERAL TERMS AND CONDITIONS

1. ASSIGNMENT OF AGREEMENT PROHIBITED:

The Concessionaire shall not assign or transfer this Agreement or otherwise convey any concession right or privilege granted hereunder or any part of the Premises unless the approval of the Superintendent is first obtained.

2. ACCOUNTING MONTHS AND YEAR:

Concessionaire shall use calendar year accounting for the concessions permitted by this agreement.

3. INSURANCE:

Insurance to be secured by Concessionaire. Prior to the commencement of any activity on the Premises under this Agreement, Concessionaire shall secure and maintain, at no expense to City, a policy or policies of insurance as described in **Exhibit D - Insurance**.

4. INDEMNIFICATION:

Concessionaire shall defend, indemnify, and hold City, its elected officials, and employees harmless from any and all liabilities, claims, demands, losses, and costs (including reasonable attorney’s fees) arising from (i) Concessionaire’s operation of the Concession, including operation of Concession services by any sub concessionaire, (ii) the use and occupancy of the Premises by Concessionaire, or any of its employees, agents, licensees, invitees, contractors, and sub concessionaires, or (iii) any breach of this Agreement by Concessionaire or any sub concessionaire. If any suit is brought against City, Concessionaire shall appear and defend the same, and shall satisfy any judgment that may be rendered against City. Notwithstanding the foregoing, City reserves the right to appear and defend any action without impairing City’s right to indemnification under this Section where City determines that it is in the best interest of City. Concessionaire’s obligation to defend and indemnify shall not include any claims arising as a result of the sole negligence of City, its employees, and agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Concessionaire’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, but only as to City and to the extent necessary to provide City with a full and complete indemnity from claims made by Concessionaire’s employees. Concessionaire shall promptly notify City of casualties or accidents occurring in or about the Premises. Concessionaire’s obligations under **Part B, Section 4-Indemnification** shall survive termination or expiration of this Agreement for the statute of limitations applicable to any claim or liability to which this section applies.

City and Concessionaire acknowledge that they mutually negotiated and agreed upon the indemnification provision in this Section.

INITIALS: _____ City of Seattle Representative
 _____ Concessionaire Representative

5. DEFAULTS:

- a. The following actions will constitute default (“Default”) by Concessionaire:
 - i. Concessionaire’s failure to pay the Concession Fee or any additional charge herein within ten (10) days of the date required by this Agreement, or
 - ii. Concessionaire’s breach of any obligation under this Agreement or failure to keep or perform any term, covenant, or obligation herein; or
 - iii. Concessionaire’s filing of a petition in bankruptcy, or if a trustee or receiver is appointed for Concessionaire’s assets or if Concessionaire makes an assignment for the benefit of creditors, or is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily, or otherwise; or
 - iv. Concessionaire’s receipt of two or more notices of Default under **Part B, Section 5-Defaults – SPR Remedies**, whether or not remedied in the time period allowed.

b. SPR Remedies.

If Concessionaire has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within ten (10) days of demand for any monetary payment due or within thirty (30) days after written notice of any other Default, then SPR shall have the following nonexclusive rights and remedies at its option: (i) to cure the Default on Concessionaire's behalf and to charge Concessionaire for all actual and reasonable costs and expenses incurred by SPR in effecting such cure; (ii) to re-take the Premises and grant the Concessionaire rights herein to another party; (iii) to exercise any other right or remedy allowed at law or equity. However, if the nature of Concessionaire's obligation is such that more than thirty (30) days is required for performance, then Concessionaire shall not be in Default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; provided, that the foregoing extended cure period shall not apply to Concessionaire's Default relating to monetary obligations or Concessionaire's vacation or abandonment of the Premises.

6. SURRENDER OF PREMISES AND REMOVAL OF PROPERTY:

- a. At Termination.** Upon termination or expiration of this Agreement, the Concessionaire shall surrender the Premises to SPR.
- b. Condition of Premises.** SPR and Concessionaire acknowledge that they have jointly examined the Premises and the Concessionaire accepts the Premises in their present condition as of the date of commencement of the Concession Agreement. The Premises shall be surrendered to SPR in as good a condition as at the date of execution of this Agreement, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of SPR, and property damaged or destroyed by an uninsured peril or an insured peril where insurance proceeds are paid to SPR.
- c. Failure to Perform.** In the event that after termination or expiration of this Agreement the Concessionaire has not removed its property and fixtures within the time allowed, SPR may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire. The Concessionaire shall reimburse SPR for any expense incurred by SPR in connection with such removal and storage. SPR shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to SPR; the balance, if any, shall be paid to the Concessionaire.

7. Termination for Cause:

The City, by written notice, may terminate this Agreement, in whole or in part, for failure of the Concessionaire to perform any provision of this Agreement or any failure of Concessionaire to conform to any health regulation. Such notice shall describe the default and provide a deadline for cure of not less than thirty (30) calendar days, unless the default also involves a health violation as determined by Public Health -- Seattle and King County, in which case the City may in the interest of public safety, terminate this Agreement outright, or, in its discretion, specify a shorter period of cure. The City may elect to unilaterally extend any default cure period if in the

sole discretion of the Superintendent, the Concessionaire is making suitable progress in curing any default and public health and safety are not at risk.

- a. Upon expiration of the default notice period and any specified default then remains unremedied, this Agreement shall terminate without further notice and all rights of the Concessionaire in the Premises shall cease. Concessionaire shall forthwith remove all Concessionaire owned materials from the Premises and surrender the Premises to the City.
- b. The City's acceptance of Concessionaire's payment or services for any period or periods after a default by the Concessionaire hereunder shall not be deemed a waiver of such default unless the City so advises the Concessionaire in writing. No waiver by the City of any Concessionaire default hereunder shall be construed to be or act as a waiver of any subsequent default by the Concessionaire.
- c. The City's waiver or non-enforcement of any default by Concessionaire shall not be construed as a waiver or acquiescence of any future default by Concessionaire.

8. TERMINATION FOR CONVENIENCE:

In addition to termination for cause and termination on expiration of the term hereof, this Agreement may be terminated by either party for convenience, by the giving of advance written notice to the other party. No such termination shall be effective earlier than sixty (60) days after the receipt of the termination notice by the receiving party. Termination under this provision shall not relieve either party of any duty or obligation owed under the terms of this Agreement prior to the termination date. If this Agreement is terminated by the City under this **Part B, Section 8-Termination for Convenience**, within thirty (30) days of the effective date of termination, the City shall reimburse Concessionaire for any remaining unamortized interest Concessionaire may have in the Premises measured by Concessionaire's investment in approved capital improvements to the Premises, less accrued amortization and depreciation as set forth in an amortization schedule typically applied to similar improvements. Notwithstanding the foregoing, the City shall not reimburse Concessionaire for the City's termination of this Agreement following damage or casualty to the Premises. Additionally, the City shall not reimburse nor shall be liable to Concessionaire for any costs if this Agreement is not extended beyond the current Term.

9. Removal of Equipment:

At the expiration of the term of this Agreement, the Concessionaire shall remove from the Premises, at its sole expense, all vending machines, products, and other personal property owned and placed in or on the Premises by the Concessionaire. In removing its personal property, the Concessionaire shall take due care not to damage or injure the Premises. Structural and Capital improvements shall not be removed. In the event of early termination, the Concessionaire shall have 10 days to complete removal of its property from the Premises. In no event shall the Concessionaire make any claim or demand upon the City, nor shall the City be liable, for any inconvenience, annoyance, disturbances, or loss of business or any other damages suffered by the Concessionaire arising out of such removal operation or the required relinquishment of capital improvements in or to the Premises.

10. Failure to Perform:

In the event after termination or expiration of this Agreement the Concessionaire has not removed its property and fixtures within the time allowed, SPR may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire. The Concessionaire shall reimburse SPR for any expenses incurred by SPR in connection with such removal and storage. SPR shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to SPR; the balance, if any, shall be paid to the Concessionaire.

11. CLOSURE OF PREMISES:

SPR reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of SPR upon a seven-day notice to the Concessionaire and to close the Premises or any portion thereof without notice to meet any emergency as determined by the Superintendent. In the event of any such closure, SPR may post a sign notifying the public of the impending or effective closure. See **Part A, Section 5(d) - Pay Monthly Concession Fees to SPR** for potential effect on fee and any commission obligation will be reduced proportionately.

12. LIENS AND ENCUMBRANCES:

The Concessionaire shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the Department's request, the Concessionaire shall furnish the Department written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid.

13. WAIVER:

No action other than a written document from the Department so stating shall constitute a waiver by the Department of any breach or default by Concessionaire nor shall such a document waive the Concessionaire's full compliance with the terms and conditions of the Agreement, irrespective of any knowledge the Department may have of such breach, default, or non-compliance. The Department's failure to insist upon full performance or any provision of this agreement shall not be deemed as consent to or acceptance of such incomplete performance in the future.

14. PHOTOGRAPHS:

Each party hereto may take photographs and motion pictures of the Premises and the activity, people, displays, and exhibits therein; provided, that in the event such material is to be used for commercial purposes. Prior to making the same the Concessionaire shall obtain the approval of the Superintendent and shall pay SPR a fee in an amount agreed upon by the Concessionaire and the Superintendent in accordance with applicable provision of SPR's then current Fees and Charges Schedule; and prior to using the same, the Concessionaire shall obtain the necessary written releases from every individual affected.

15. CAPTIONS:

Captions are for convenient references only, and do not limit or amplify the language of the paragraph(s) following.

16. CHANGES AND MODIFICATIONS:

The parties hereto reserve the right to amend this Agreement from time to time by mutual Agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

17. APPROVALS BY THE DEPARTMENT OR SUPERINTENDENT:

The granting of approval, consent, or permission or the taking of any other action by the Superintendent pursuant to or in connection with this Agreement does not constitute the taking of any official action, including the granting of approval, by any other City department or official where such action is required by law, ordinance, resolution or rule or regulation, before Concessionaire may rightfully commence, maintain, or terminate any particular undertaking under this Agreement.

18. NON-DISCRIMINATION:

The Concessionaire will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be a material breach of the Agreement.

19. EQUALITY OF TREATMENT:

Concessionaire shall conduct its business in a manner which assures fair, equal, and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age, or national origin. No person shall be refused service, be given discriminatory treatment, or be denied any privilege, use of facilities, or participation in activities on the Premises, not limited to but including, on account of race, color, religion, sex, age, marital status, political ideology, or national origin. Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

20. SEVERABILITY:

Should any term, provision, condition or other portion of this Agreement or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

21. SUBCONTRACTING, SUB-CONCESSIONS, AND ASSIGNMENT OF AGREEMENT:

Concessionaire shall not subcontract, assign, or transfer this agreement, in whole or in part, or convey any concession rights or privileges granted hereunder or any part of the Premises without prior written approval of the Superintendent, which may be granted, withheld, or conditioned in the Superintendent's sole discretion. The Superintendent's approval of any subcontract, sub-concession, or assignment shall not relieve Concessionaire from any or the requirements of this agreement.

22. FORCE MAJEURE:

Neither party shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if and for such time period that the failure is due to any cause beyond a party's reasonable control, including, but not limited to an act of nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war. The Parties agree that the COVID-19 state of emergency existing at the time this Agreement is executed shall not constitute a force majeure event. SPR may in its sole discretion adjust Annual Minimum Payments as set out in **Part A, Section 5(d) - Pay Monthly Concession Fees to SPR** of this Agreement.

23. STANDARDS:

Concessionaire, its agents, and employees, shall render courteous service to the public and to City employees. Concessionaire shall operate and conduct on Premises in a business-like manner and will not permit any acts or conduct on the part of Concessionaires employees that would be detrimental to the operation of the Premises.

24. SUCCESSORS in INTEREST:

Unless otherwise provided, the terms, covenants, and conditions in this Agreement shall apply to and bind any and all heirs, successors, executors, administrators and assigns of the parties, all of whom shall be jointly and severally liable with the original contracting party.

25. NO RELATIONSHIP ESTABLISHED:

The Department shall in no event be construed to be a partner, associate or joint venture of the Concessionaire or any party associated with the Concessionaire. The Concessionaire shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.

26. CONSENT:

Any time consent is required of a party to this Agreement, unless otherwise specifically stated, such consent shall not be unreasonably withheld, conditioned, or delayed.

27. NOTICES:

Unless otherwise directed in writing, requests, notices, and reports shall be delivered to SPR at the following address:

Seattle Parks and Recreation
Contract Administration and Support Office (CASO)
Attention: Theresa Burns, Parks Concessions Coordinator
300 Elliot Avenue W, Seattle, WA 98119
Phone (206) 684-8008

And to the Concessionaire shall be delivered to the following address:

Contact Name: Joe Lucero,
District General Manager Organization
Compass Group USA, Inc. d/b/a Canteen
3301 Seaway Blvd., Suite 100, Everett, WA 98203
Phone: 425-697-0754

Either party may change its contact name and address for receipt of reports notices and payments and shall give the other party written notice of such changes not less than fifteen (15) days prior to the effective date thereof.

28. ENTIRE AGREEMENT:

This Agreement and Exhibits, if and when fully executed, sets forth the entire agreement of the parties. No other understandings, oral or otherwise may modify the text or an attachment to this Agreement except as specified in **Part B, Section 13 – Changes and Modifications**. The following Exhibits and Addendums are incorporated and made part of this Agreement:

- Exhibit A – Vending Locations
- Exhibit B – Healthy Vending Ordinance and Guidelines
- Exhibit C – RFP Sections on Vending Machines and Vending Machine Products
- Exhibit D - Insurance Requirements
- Exhibit E – Mayor’s Executive Order 2021-08

IN WITNESS WHEREOF, the parties hereto have caused this Concession Agreement to be executed by their respective representative(s) by signing below.

Concessionaire:

Compass Group USA, INC D/B/A Canteen

Signed: _____
Title: _____

Date: _____

NOTARY

STATE OF WASHINGTON

COUNTY OF _____

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this _____ day of _____ 20____.

Notary Public residing at _____

Printed Name: _____

My Commission Expires: _____

**CITY OF SEATTLE
DEPARTMENT OF PARKS AND RECREATION**

Signed: _____
Title: _____

Date: _____

NOTARY

STATE OF WASHINGTON

COUNTY OF _____

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this _____ day of _____ 20____.

Notary Public residing at _____

Printed Name: _____

My Commission Expires: _____

ATTACHMENTS:

- Exhibit A – Vending Locations
- Exhibit B – Healthy Vending Ordinance and Guidelines
- Exhibit C – RFP Sections on Vending Machines and Vending Machine Products
- Exhibit D - Insurance Requirements
- Exhibit E – Mayor’s Executive Order 2021-08

Exhibit A – Vending Locations

Public Service Vending Locations	Address	Snack	Bev.
BALLARD COMMUNITY CENTER	6020 28th Ave. NW, Seattle, WA	1	1
BITTERLAKE COMMUNITY CENTER	13035 Linden Ave N, Seattle, WA	1	1
DELRIDGE COMMUNITY CENTER	4501 Delridge Way SW, Seattle, WA	1	1
EVERS POOL	500 23rd Ave, Seattle, WA	1	1
GARFIELD COMMUNITY CENTER	2323 East Cherry St, Seattle, WA	1	1
GARFIELD TEEN LIFE CENTER	428 23rd Ave, Seattle, WA	1	1
GREEN LAKE COMMUNITY CENTER	7201 E. Green Lake Dr N, Seattle, WA	1	1
HIAWATHA COMMUNITY CENTER *see note	2700 California Ave SW, Seattle, WA	1	1
HIGH POINT COMMUNITY CENTER	6920 34th Ave SW, Seattle, WA	1	1
INTERNATIONAL DISTRICT COMM. CENTER	719 8th Ave S, Seattle, WA	0	1
JEFFERSON COMMUNITY CENTER *see note	3801 Beacon Ave S, Seattle, WA	1	1
LOYAL HEIGHTS COMMUNITY CENTER	2101 NW 77th St, Seattle, WA	1	1
MAGNOLIA COMMUNITY CENTER	2550 34th Ave W, Seattle, WA	1	1
MEADOWBROOK COMMUNITY CENTER	10517 35th Ave NE, Seattle, WA	1	1
MILLER COMMUNITY CENTER	330 19th Ave E, Seattle, WA	1	1
MONTLAKE COMMUNITY CENTER	1618 E Calhoun St, Seattle, WA	1	0
MOUNGER POOL (Seasonal – Summers only)	2535 32nd Ave W, Seattle, WA	1	0
NORTHGATE COMMUNITY CENTER	10510 5th Ave NE, Seattle, WA	1	1
QUEEN ANNE COMMUNITY CENTER	1901 1st Ave W, Seattle, WA	1	1
QUEEN ANNE POOL	1920 1st Ave W, Seattle, WA	1	1
RAINIER BEACH COMMUNITY CENTER	8825 Rainier Ave S, Seattle, WA	1	1
RAINIER COMMUNITY CENTER	4600 38th Ave S, Seattle, WA	1	1
RAVENNA-ECKSTEIN COMMUNITY CENTER	6535 Ravenna Ave NE, Seattle, WA	1	1
SOUTH PARK COMM. CENTER *see note	8319 8th Ave S, Seattle, WA	1	1
SOUTHWEST COMMUNITY CENTER	2801 SW Thistle St, Seattle, WA	1	1
VAN ASSELT COMMUNITY CENTER	2820 S Myrtle St, Seattle, WA	1	1
YESLER COMMUNITY CENTER	917 E Yesler Way, Seattle, WA	1	1

***Hiawatha, Jefferson, and SouthPark Community Center will not be available until Capital Improvement Projects are completed. When the sites reopen, SPR will require these locations to have vending machines installed and serviced.**

Administrative Vending Locations	Address	Snack	Bev.
Dexter Administration	100 Dexter Avenue, Seattle WA	1	1
ELLIOTT BAY OFFICE PARK	300 Elliott Avenue West, Seattle WA	1	1
GENESSEE ADMINISTRATION	4316 S Genessee St., Seattle, WA	0	1
HORTICULTURE ADMINISTRATION	1600 S Dakota St, Seattle, WA	1	1
SOUTH LAKE UNION MAINTENANCE - BLDG 2	860 Terry Ave N, Seattle, WA	1	1
WEST BRIDGE ADMINISTRATION	4209 W Marginal Wy SW, Seattle, WA	1	1

Exhibit B – Healthy Vending Ordinance and Guidelines

Seattle City Council Ordinance 124128 relating to vending machines operated on City Property; requiring all vending machines on City Property to stock “Healthier” and Healthiest” food and beverage selections as defined by Public Health Seattle and King County “King County Healthy Vending Guidelines.

King County Healthy Vending Guidelines

	HEALTHIEST Foods are nutrient-rich and primarily whole foods that contain low to no added sugar and sodium.	HEALTHIER Foods are more processed or refined with added sugar, sodium, or fat. They contain fewer nutrients for the number of calories they provide.	LIMITED Foods are high in sodium, sugar, fat, and refined grains and are less healthy.
Vegetables	<ul style="list-style-type: none"> Fresh or dehydrated vegetables (e.g., baby carrots, celery, broccoli) Cup of soup with a quarter cup of vegetables 	<ul style="list-style-type: none"> Fresh or dehydrated vegetables with added salt, sugar, or fat Baked potato chips 	<ul style="list-style-type: none"> Fried vegetables Regular chips
Fruit	<ul style="list-style-type: none"> Fresh or dehydrated fruit (e.g., apples, oranges, pears, apricots, avocados, bananas) Fruit packed in its own juice. 100% fruit sorbet with no added sweeteners 	<ul style="list-style-type: none"> 100% frozen fruit juice bars with no added sweetener Fresh or dehydrated fruit with added salt, sugar, or fat Fruit packed in “lite” syrup 	<ul style="list-style-type: none"> Fruit in heavy syrup Imitation fruit snacks and gummies Popsicles
Grains	<ul style="list-style-type: none"> *100% whole grain crackers, pretzels, rice cakes, pita **100% whole grain cereals, granola or cereal bars, muffins *Air popped or low-fat popcorn 	<ul style="list-style-type: none"> Whole grain crackers, pretzels, pita, corn chips, soy crisps† Whole grain cereals, granola or cereal bars, muffins, fig bars 	<ul style="list-style-type: none"> Doughnuts, croissants, pastries, cookies, cakes, pies, pop tarts Full fat granola Products made with refined grains such as crackers, cereals, and cereal bars
Nuts & Seeds	<ul style="list-style-type: none"> Unsalted nuts or seeds Trail mix or fruit nut bars with only unsalted nuts 	<ul style="list-style-type: none"> Salted nuts and seeds (low sodium) Trail mix or fruit nut bars with salted nuts and added sugar 	<ul style="list-style-type: none"> Salted nuts and seeds Trail mix that includes candy

	and unsweetened dried fruit		
Dairy	<ul style="list-style-type: none"> • Fat-free or low-fat plain yogurt • Fat-free or low-fat and low sodium cheese • Low-fat and low sodium cottage cheese 	<ul style="list-style-type: none"> • Fat-free creamcheese • “Lite” string cheese • Pudding, yogurt, frozen yogurt, ice cream made with fat-free or low-fat milk 	<ul style="list-style-type: none"> • Full-fat ice cream • Full-fat yogurt • Full-fat cheese
Meats, Beans & Eggs	<ul style="list-style-type: none"> • Low-sodium dried meat (jerky) or tuna • Low-fat, low-sodium bean soup • Hardboiled egg 	<ul style="list-style-type: none"> • Hummus • Low-fat bean soup 	<ul style="list-style-type: none"> • Full-sodium dried meat(jerky) • Full-sodium tuna
Beverages	<p>Plain water Plain carbonated water seltzer Unflavored fat-free or 1% milk Unsweetened tea or coffee</p>	<p>Fat-free or 1% flavored milk</p> <p>100% fruit juice with no added sweeteners</p> <p>Zero- or low-calorie beverages non-caloric, artificially sweetened beverages (diet)</p>	<p>2% milk, flavored or plain</p> <p>Whole milk, flavored or plain</p> <p>Calorically sweetened soda, teas, coffee drinks, lemonade, fruit drinks, sports drinks and energy drinks that exceed 10 calories per 8 oz</p>

Guidelines” Nutrient Levels for Healthiest & Healthier Categories

For food and beverages review the calories, fat, sugar, and sodium content to determine which category they fall into. Below are levels for the Healthiest and Healthier categories; food and beverages from the Limited category would fall outside these levels.

FOOD	
Calories	<p>Healthiest and Healthier</p> <ul style="list-style-type: none"> Adults - No more than 250 calories/serving, Children and youth - No more than 200 calories/serving
Fat	<p>Healthiest No added fat for vegetables, fruits, nuts, and seeds, dairy, and meat, beans, and eggs; for grains and soup follow the recommendations below for Healthier.</p> <p>Healthier No more than 35% of calories from total fat, excluding nuts, seeds, and nut butters as these can be high in fat but are considered a source of healthy fat—make sure these foods fall within acceptable calorie, sugar, and sodium levels No more than 10% of calories from saturated fat Zero trans fat</p>
Sugar	<p>Healthiest No added sugar for all food groups except grains; no more than 6 grams of sugar/per/serving of grains.</p> <p>Healthier No more than 35% of weight from total sugars, excluding whole fruit products or ingredients with no added sweeteners. Added sweeteners include sucrose, fructose, glucose, corn syrup and high fructose corn syrup, honey, agave syrup, maple syrup, molasses, evaporated cane juice and fruit or fruit juice concentrates. Consideration for dairy products with sugar - Pudding, yogurt, frozen yogurt, or frozen milk desserts are limited to 30 grams total sugar per 8 oz. Consideration for grains - no more than 10 grams of sugar/per/serving</p>
Sodium	<p>Healthiest No more than 150 mg per serving</p> <p>Healthier Adults - No more than 360 mg per serving Children and youth - No more than 200 mg per serving</p>
BEVERAGES	
	<p>Healthiest Beverages should be sugar-free and caffeine-free. Water -Unflavored fat-free or 1% milk, 100% fruit juice ≤4 oz serving.</p> <p>Healthier Fat-free or 1% flavored milk (≤22 grams sugar per 8 oz), Sugar-free and caffeine-free beverages with artificial sweeteners (diet drinks) should be available only for high school students and only after school. Note: Sports drinks and vitamin drinks should not be available in schools</p>

Exhibit C – RFP Sections on Vending Machines and Vending Machine Products

RFP Section 5 – Vending Machines

- 1. Identify all vending Machines to be use in SPR facilities. List the following vending machine specifications:**

Make, Model and year manufactured

Machine #	Location	Manufacturer	Model	Year
92971	Alki Comm Ctr	Royal	550	2018
67592	Alki Comm Ctr	Automatic Products	112 Series	2017*
95778	Ballard Comm Ctr	Royal	660	2015
67569	Ballard Comm Ctr	Automatic Products	123tc Ser	2017*
92899	Ballard Pool	Dixie Narco	5800 Series	2018
92972	Bitterlake Comm Ctr	Royal	550	2018
67602	Bitterlake Comm Ctr	National	167 Series	2017*
92232	Bldg. 2	Royal	550	2001
62947	Bldg. 2	National	148 Series	2017*
95780	Delridge Comm Ctr	Royal	660	2012
67490	Delridge Comm Ctr	Automatic Products	112 Series	2017*
92150	Dexter Bldg.	Dixie Narco	5800 Series	2017
68012	Dexter Bldg.	Automatic Products	Snack Studio 3	2017*
92142	Garfield Comm Ctr	Dixie Narco	5000 Series	2003
67619	Garfield Comm Ctr	Automatic Products	123tc Ser	2017*
96087	Garfield Teen Center	Dixie Narco	5800 Series	2019
67787	Garfield Teen Center	Automatic Products	123tc Ser	2017*
92045	Genessee.	Dixie Narco	501 Series	2016
92981	Green Lake CC	Royal	550	2018
67600	Green Lake CC	National	167 Series	2017*
94637	High Point CC	Dixie Narco	5000 Series	2011
67598	High Point CC	National	159 Series	2017*
92046	Horticulture-Forestry	Royal	550	2014
62865	Horticulture-Forestry	National	168 Series	2017*
92868	Loyal Heights CC	Royal	550	2018
67601	Loyal Heights CC	National	159 Series	2017*
95782	Madison Pool	Royal	660	2012
67668	Madison Pool	Automatic Products	113 Series	2017*
92878	Magnolia CC	Dixie Narco	3800	2018
67559	Magnolia CC	Automatic Products	123tc Ser	2017*
92785	Mdwbrk CC & Pool	Dixie Narco	3800	2018
67562	Mdwbrk CC & Pool	National	157 Series	2017*
67565	Mdwbrk CC & Pool	Automatic Products	123tc Ser	2017*
92979	Medgar Evers Pool	Dixie Narco	5800 Series	2018
67606	Medgar Evers Pool	National	167 Series	2017*
92867	Miller Comm Ctr	Royal	550	2002
67595	Miller Comm Ctr	Automatic Products	113 Series	2017*
92984	Montlake CC	Royal	550	2006
67593	Montlake CC	Automatic Products	123tc Ser	2017*
92982	Northgate CC	Royal	550	2006
67618	Northgate CC	Automatic Products	113 Series	2017*
95779	Queen Anne CC	Royal	660	2012
67612	Queen Anne CCr	National	167 Series	2017*
95843	Queen Anne Pool	Dixie Narco	3800	2018
67670	Queen Anne Pool	Automatic Products	Lcm3 Series	2017*

Machine #	Location	Manufacturer	Model	Year
93315	Rainier Beach CC	Dixie Narco	5800 Series	2016
67544	Rainier Beach CC	National	157 Series	2017*
92977	Rainier CC	Royal	550	2018
68503	Rainier CC	Automatic Products	112 Series	2017*
92975	Ravenna-Eckstein CC	Royal	550	2003
67610	Ravenna-Eckstein CC	National	167 Series	2017*
96033	RDA	Dixie Narco	3800	2019
67792	RDA	Automatic Products	113 Series	2017*
92986	Southwest CC	Dixie Narco	5800 Series	2018
67769	Southwest CC	Automatic Products	113 Series	2017*
92983	Van Asselt CC	Dixie Narco	3000 Series	2008
67324	Van Asselt CC	Automatic Products	113 Series	2017*
95783	Westbridge	Royal	550	2018
62011	Westbridge	Automatic Products	Lcm2 Series	2017*
92355	Yesler CC	Dixie Narco	5800 Series	2019
67594	Yesler CC	National	167 Series	2017*

***Vendor Exchange Refurbished**

2. Machine payment types accepted: (cash/coin, credit, other)

Our equipment features Bluetooth capabilities, frictionless payments system including mobile and cashless options

3. Does this machine meet ADA standards including that all touch points be accessible to wheelchair users?

We meet ADA standards, and all touchpoints are accessible for wheelchair users

4. LED lighting and display for energy efficiency?

All machinery is equipped with LED lighting or is equipped with an energy saving device.

5. Other – List any other unique features of vending machine types.

Canteen Connect label on each vending machine includes a customer service number, a QR code and a text message code enabling guests to reach us at any time – in the most convenient way for them.

6. Include photos of proposed machines.

Please see images below



RFP Section 6 – Vending Machines Products

Provide a comprehensive list of all food and vending machine products. Submit one list of all food products and one list for all beverage product on an excel spreadsheet.

We want to offer a commission of 28% on snacks and 25% on beverages.

Food Item	Brand	Ounces	Healthiest/Healthier	Price
Anderson PB Nugget 2.5oz	HK Anderson	2.5	Healthier	3.00
Ritz Peanut Butter crackers	Ritz	1.38 oz	Healthier	\$ 2.00
Blue Diamond Smokehouse Almond 1.5oz	Blue Diamond	1.5 oz	Healthier	\$ 2.00
Blue Diamond Toasted Coconut Almond 1.5oz	Blue Diamond	1.5 oz	Healthier	\$ 2.00
Cheetos Baked Flamin Hot Limon .875oz	Cheetos	0.875 oz	Healthier	\$ 1.75
Cheetos RF Flamin Hot Puff.7oz	Cheetos	0.7 oz	Healthier	\$ 1.75
Chex Mix Traditional 1.75 oz	Chex Mix	1.75 oz	Healthier	\$ 1.75
Cinnamon Toast Crunch Cereal Bar 1.42oz	Cinnamon Toast Crunch	1.42 oz	Healthier	\$ 2.00
Clif BlderChoc Br 2.4oz	Clif	2.4 oz	Healthier	\$ 3.00
Corn Nuts Ranch 4oz	Kraft Heinz	4 oz	Healthier	\$ 1.25
Doritos RF Cool Ranch 1oz	Doritos	1 oz	Healthier	\$ 1.25
Doritos RF Flamas 1oz	Doritos	1 oz	Healthier	\$ 1.75
Doritos RF Nacho Cheese 1oz	Doritos	1 oz	Healthier	\$ 1.75
ELSab Ssitas Chip 1.5oz	El Sabroso	1.5 oz	Healthier	\$ 1.75
Fiber 1 Oats&Choc 1.4oz	Fiber one	1.4 oz	Healthier	\$ 2.00
Garden of Eatin' Original Mix 1.65oz	Garden of Eatin'	1.65 oz	Healthier	\$ 2.00
Jack Link Olig Beef Jrky .85oz	Jack Links	0.85 oz	Healthier	\$ 3.00
Kars Salted Pnut 1.5oz	Kar Nut	1.5 oz	Healthier	\$ 2.00
Kars Sunflower Kernels 2oz	Kar Nut	2 oz	Healthier	\$ 2.00
Kars Sweet n Salty Trail Mix3.5oz	Kar Nut	3.5 oz	Healthier	\$ 2.00
Kars Texas BBQ Mix 5.5oz	Kar Nut	5.5 oz	Healthier	\$ 2.00
Kellogg Pop tart Whole Grain Brown sugar 1.76oz	Kellogg's	1.76 oz	Healthier	\$ 2.00
Kellogg Pop tart Whole Grain Strawberry1 .76oz	Kellogg's	1.76 oz	Healthier	\$ 2.00
Kellogg Rice Klispy Chocolate Chip1.59oz	Kellogg's	1.59 oz	Healthier	\$ 2.00
Nature Bakery Blueberry Fig Bar2oz	Nature's Bakery	2 oz	Healthier	\$ 2.00
Nature Bakery Strawberry Fig Bar2oz	Nature's Bakery	2 oz	Healthier	\$ 2.00
Nature Valley Crunch Oats & Honey 1.5oz	Nature Valley	1.5 oz	Healthier	\$ 2.00
Nature Valley Sweet &Salty Almond 1.2oz	Nature Valley	1.2 oz	Healthier	\$ 2.00
Nature Valley Oats' n Dark Chocolate 1.49oz	Nature Valley	1.49 oz	Healthier	\$ 2.00
Oven Baked Lays BBQ 1.125oz	Lays	1.125 OZ	Healthier	\$ 1.75
Oven Baked Lays Original 1.125oz	Lays	1.125 OZ	Healthier	\$ 1.75
Oven BakedLays Sour Cream and Onion 1.125oz	Lays	1.125 OZ	Healthier	\$ 1.75
Oven Baked Ruffle Cheddar Sour Cream 1.125oz	Lays	1.125 OZ	Healthier	\$ 1.75
Sen Port Grdn Veg SS 1oz	Sensible Portions	1 oz	Healthiest	\$ 1.75
Smartfood White Cheddar Popcorn 1oz	Smart Food	1 oz	Healthiest	\$ 1.75
Sun Chip Harvest Cheddar 1.5oz	Sunchips	1.5 oz	Healthier	\$ 1.75
Sun Chip Garden Salsa1.5oz	Sunchips	1.5 oz	Healthier	\$ 1.75
Sun Chip Harvest Cheddar 1.5oz	Sunchips	1.5 oz	Healthier	\$ 1.75
Think Thin Chocolate Fudge 2.1oz	ThinkThin	2.1 oz	Healthier	\$ 3.00
Think Thin Creamy PB 2.1oz	ThinkThin	2.1 oz	Healthier	\$ 3.00
Wheat Thin Toasted Veg 1.75oz	Wheat Thins	1.75 oz	Healthier	\$ 1.75
Multigrain Tortilla Chips 1.5 oz	Food should taste good	1.5 OZ	Healthier	\$ 1.75
Sweet Potato Tortilla Chips 1.5 OZ	Food should taste good	1.5 OZ	Healthier	\$ 1.75
Tuna Rosemary & Sun-Dried Tomato with Crackers 3.5 oz	My Gourmet	3.5 oz	Healthier	\$ 1.75
Tuna Jalapeno Chunky Tomato with crackers 3.5 oz	My Gourmet	3.5 oz	Healthier	\$ 3.00
Kind Caramel Almond & Sea salt 1.4 oz	Kind	1.4 oz	Healthier	\$ 3.00
Kind Dark Chocolate nuts & se salt 1.4 oz	Kind	1.4 oz	Healthier	\$ 3.00
Kind Peanut Butter Dark Chocolate 1.4 oz	Kind	1.4 oz	Healthiest	\$ 3.00
Blue Diamond Whole Natural 1.5oz	Blue Diamond	1.5 oz	Healthiest	\$ 3.00
Kellogg Rice Krispy Treat Chip1.41 oz	Kellogg's	1.41 oz	Healthier	\$ 3.00
Omega-3 Mix 2oz	Orchard Valley Harvest	2 oz	Healthier	\$ 3.00
Almond Dark Chocolate 2oz	Orchard Valley Harvest	2 oz	Healthier	\$ 3.00
Cranberry Almond Cashew 1.85 oz	Orchard Valley Harvest	1.85 oz	Healthier	\$ 3.00
Dry Roasted Edamame Wasabi 3.5 oz	Seapoint Farms	3.5 oz	Healthier	\$ 3.00
Honey Almonds Glazed mix 1.5 oz	Sahale Snacks	1.5 oz	Healthier	\$ 3.00
Tangerine Vanilla Cashew Macadamia Glazed mix 1.5 oz	Sahale Snacks	1.5 OZ	Healthier	\$ 3.00
Pro bar Superfood Slam 3 oz	Pro Bar	3 OZ	Healthier	\$ 3.00

Product item	Brand	Ounces	Healthier/Healthiest	Price
Aha Lemon Watermelon Sparkling Water 16oz	Coca-Cola	16oz	Healthiest	\$ 2.50
Aquafina 20oz	Pepsi	20oz	Healthiest	\$ 2.25
Arnold Palmer Lt 1/2 Tea Lemon16oz	Arizona	16oz	Healthier	\$ 2.25
Cherry Coke Zero 20oz	Coca-Cola	20oz	Healthier	\$ 2.25
Cherry Coke Zero CN 12oz	Coca-Cola	12oz	Healthier	\$ 1.50
Coke Zero Sugar 20oz	Coca-Cola	20oz	Healthier	\$ 2.25
Coke Zero Sugar CN 12oz	Coca-Cola	12oz	Healthier	\$ 1.50
Dasani Water 20oz	Coca-Cola	20oz	Healthiest	\$ 2.25
Diet Coke 20oz	Coca-Cola	20oz	Healthier	\$ 2.25
Diet Coke CN 12oz	Coca-Cola	12oz	Healthier	\$ 1.50
Diet Crush Orange 12oz	Pepsi	12oz	Healthier	\$ 1.50
Diet Dr Pepper 12oz	Pepsi	12oz	Healthier	\$ 1.50
Dt Dr Pepper 20oz	Pepsi	20oz	Healthier	\$ 2.25
Dt Mtn Dew 12oz	Pepsi	12oz	Healthier	\$ 1.50
Dt Mtn Dew 20oz	Pepsi	20oz	Healthier	\$ 2.25
DI Pepsi 20oz	Pepsi	20oz	Healthier	\$ 2.25
Dt Pepsi CN 12oz	Pepsi	12oz	Healthier	\$ 1.50
Gatorade Zero Glacier Cherry 20oz	Pepsi	20oz	Healthier	\$ 2.50
Gatorade Zero Glacier Freeze 20oz	Pepsi	20oz	Healthier	\$ 2.50
Honest Tea Black 16oz	Coca-Cola	16oz	Healthiest	\$ 2.25
LaCroix Grapefruit Water 12oz	National Bevg Corp	12oz	Healthiest	\$ 1.50
Lacroix Lime Water 12oz	National Bevg Corp	12oz	Healthiest	\$ 1.50
LaCroix Peach Pear Water 12oz	National Bevg Corp	12oz	Healthiest	\$ 1.50
LaCroix Mango Sparkling Water 12oz	National Bevg Corp	12oz	Healthiest	\$ 1.50
LaCroix Passion Fruit Sparkling Water12oz	National Bevg Corp	12oz	Healthiest	\$ 1.50
Minute Maid Zero Sugar Lemonade12oz	Coca-Cola	12oz	Healthiest	\$ 2.25
Minute Maid 100% Apple Juice BT 12oz	Coca-Cola	12oz	Healthiest	\$ 2.25
Minute Maid 100% OJ BT 12oz	Coca-Cola	12oz	Healthier	\$ 2.25
MM Cranberry Apple RaspberryBT12oz	Coca-Cola	12oz	Healthier	\$ 2.50
Powerade Zero Fruit Punch 20oz	Coca-Cola	20oz	Healthier	\$ 2.50
Powerade Zero Mixed Berry 20oz	Coca-Cola	20oz	Healthier	\$ 2.00
Propel Zero Grape 20oz	Pepsi	20oz	Healthier	\$ 2.50

Product item	Brand	Ounces	Healthier/Healthiest	Price
Right Water Spring 16.9oz	Right Water	9oz	Healthiest	\$ 2.25
San Pellegrino Sparkling Water PL 16.9oz	Nestle	9oz	Healthiest	\$ 2.25
Smart Water 20oz	Coca-Cola	20oz	Healthiest	\$ 2.50
Sprite Zero 12oz	Coca-Cola	12oz	Healthier	\$ 1.25
Sprite Zero Sugar 20oz	Coca-Cola	20oz	Healthier	\$ 2.25
Talking Rain Blue Raspberry ICE Caffeinated 16oz	Talking Rain	16oz	Healthier	\$ 2.25
Talking Rain Strawberry Citrus ICE16oz	Talking Rain	16oz	Healthier	\$ 2.50
Vitamin Water Zero Go-Go 20oz	Coca-Cola	20oz	Healthier	\$ 2.50
Vitamin Water Zero Rise 20oz	Coca-Cola	20oz	Healthier	\$ 2.50
Vitamin Water Zero XXX 20oz	Coca-Cola	20oz	Healthier	\$ 2.50
Vitamin Water Zero Squeeze Lemonade 20oz	Coca-Cola	20oz	Healthier	\$ 2.50
Vitamin Water Zero Shine Strawberry Lemonade 20oz	Coca-Cola	20oz	Healthiest	\$ 2.50

Exhibit D - Insurance Requirements

- 1. Furnished Coverages and Limits of Liability:** Concessionaire shall, at no expense to City, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance, and adhere to all terms and conditions below, at all times beginning on the Commencement Date and ending on the Expiration Date of this Agreement:

A. Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

\$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury Liability
\$1,000,000 Damage to Premises Rented to You

Employers Liability / Washington Stop
\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Concessionaire, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Concessionaire regarding this Agreement, nor (2) construed as limiting the liability of any of Concessionaire's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

- B. Automobile Liability insurance** at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
- C. Workers' Compensation insurance** securing Concessionaire's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
- D. Property Insurance** under which the Concessionaire's furniture, trade fixtures, equipment and inventory ("Business Personal Property") and all alterations, additions and

improvements that Concessionaire makes to the Premises are insured throughout the Agreement Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of Rent and Additional Charge and other fixed costs during any interruption of Concessionaire's business. Coverage shall contain a waiver of coinsurance or agreed amount endorsement(s). City shall be named as a loss payee, as its interest may appear, as respects property insurance covering the alterations, additions, and improvements under such policy.

E. In the event that City deems insurance to be inadequate to protect Concessionaire and City, Concessionaire shall increase coverages and/or liability limits as City shall deem reasonably adequate within sixty (60) days after the date of written notice.

2. Terms and Conditions for Concessionaire's Insurance.

A. The City of Seattle as Additional Insured: The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. Concessionaire's insurance shall be primary and non-contributory to any insurance maintained by or available to City. The term "insurance" in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.

B. Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: Concessionaire's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Concessionaire's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Concessionaire's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Concessionaire's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Concessionaire's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Concessionaire or reduced and/or offset against the Agreement.

- C. Cancellation Notice:** Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to City at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.). City and the Concessionaire mutually agree that for the purpose of RCW 48.18.290 (1) (b), for both liability and property insurance City is deemed to be a “mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder.”
- D. Umbrella or Excess Liability** insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of \$5,000,000 Each Occurrence and be no less broad than coverages described above.
- E. Minimum Security Requirements:** Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).
- F. Deductible or Self-Insured Retention:** Any deductible or self-insured retention (“S.I.R.”) must be disclosed to, and shall be subject to reasonable approval by, City. Concessionaire shall cooperate to provide such information as City may reasonably deem to be necessary to assess the risk bearing capacity of the Concessionaire to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Concessionaire. If a deductible or S.I.R. for CGL or equivalent insurance is not “fronted” by an insurer but is funded and/or administered by Concessionaire or a contracted third-party claims administrator, Concessionaire agrees to defend and indemnify City to the same extent as City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.
- G. Changes in Insurance Requirements:** The City shall have the right to periodically review the adequacy of coverage and/or limits of liability in view of inflation and/or a change in loss of exposure and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to Concessionaire. Should Concessionaire, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirements, which request shall not be unreasonably denied.

3. City's Property Insurance Coverage and Limits.

- A.** City will maintain at its expense Property Insurance or self-insurance under which the Premises, excluding Concessionaire's Business Personal Property and Tenant Improvements, are insured throughout the Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (including earthquake), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises. City's Property Insurance currently is subject to a \$250,000 deductible for most claims for which Concessionaire shall be responsible only to the proportional extent to which the loss or damage is attributable to Concessionaire's negligent acts that are, or should be, covered by Concessionaire's Fire/Concessionaire Legal Liability insurance.
- B.** During such time as Concessionaire is engaged in the performance of the Improvements or other renovation of the Premises, the Concessionaire shall maintain in full force and effect "All Risks" Builder's Risk Property insurance or equivalent for the portion of the Premises under renovation, including fire and flood, on a replacement cost new basis subject to a deductible of no more than \$50,000 each loss. In the event of a claim under the builder's risk policy, Concessionaire or its contractor(s) shall be responsible for paying any deductible under the policy if Concessionaire or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be Concessionaire's responsibility to properly coordinate with City's Risk Management Division the placement of Builder's Risk Property insurance prior to any new construction on, or structural alteration of, the Premises.

City may change the terms of its insurance in Sections 3.A. and 3.B. at any time based on market conditions, with no compensation due to the Concessionaire.

- 4. Waiver of Subrogation.** Unless such waiver would void the property insurance coverage to be provided pursuant to this section, City and Concessionaire waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by City or the Concessionaire or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged

- 5. Evidence of Insurance.** On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by Concessionaire:
- A.** Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and
 - B.** A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements.
 - C.** A copy of the CGL insurance policy provision(s) and endorsements expressly including the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement; ending receipt of the documentation specified in this Exhibit D – Insurance Requirements. Concessionaire may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Evidence of Insurance as set forth above, shall be issued to:

The certificate holder shall be:

City of Seattle c/o Seattle Parks and Recreation

Attention: Contract Administration and Support Office 300 Elliot Avenue W
Seattle, WA 98119
Phone (206) 684-8008

with an electronic copy to terri.burns@seattle.gov

- 6. Assumption of Property Risk.** The placement and storage of Concessionaire's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Concessionaire.
- 7. Adjustments of Claims:** The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.
- 8. Concessionaire's Responsibility:** The procuring of the policies of insurance required by this Agreement shall not be construed to limit the Concessionaire's liability hereunder. Notwithstanding said insurance, the Concessionaire shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Concessionaire, or any of its agents, officers, and employees or through use or occupancy of the Premises.



City of Seattle

Mayor Jenny A. Durkan

Office of the Mayor
City of Seattle
Jenny A. Durkan, Mayor

Executive Order 2021-08: COVID-19 Vaccination Requirements for City Contractors

An Executive Order requiring City of Seattle contractors and volunteers be fully vaccinated from COVID-19 if their work involves being on-site or requires interaction with the general public.

WHEREAS, in my capacity as Mayor, I proclaimed that a civil emergency exists in the City of Seattle in the Mayoral Proclamation of Civil Emergency dated March 3, 2020 by RCW Chapter 38.52, the Charter of the City of Seattle, Article V, Section 2, and Seattle Municipal Code Chapter 10.02; and

WHEREAS, the City of Seattle performs essential government services, often in-person, including but not limited to those that protect life, health and safety; and

WHEREAS, the City of Seattle does business with thousands of contractors, vendors, consultants, suppliers and other firms to provide critical goods and services, consulting services and public works/construction services; and

WHEREAS, the City of Seattle has hundreds of volunteers each year in capacities ranging from the Seattle Animal Shelter to Seattle Parks and Recreation providing essential public services; and

WHEREAS, many of these vendors, consultants, contractors and volunteers come into in-person or on-site contact with the public and with City of Seattle employees as part of their scope of work; and

WHEREAS, over 20% of City procurement dollars are spent with women- and minority-owned businesses (WMBEs) and both supporting contracting equity and prioritizing the health and safety of BIPOC communities are key City values; and

WHEREAS, COVID-19 cases have been rising nationwide and are still a risk in the City of Seattle, with the overwhelming majority of cases and hospitalizations being among the unvaccinated; and

WHEREAS, vaccination is the best tool to reduce hospitalization and death from COVID-19 and safeguards the health and well-being of our communities and mitigates the spread of COVID-19 at our worksites and in our community; and

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WHEREAS, thanks to the quick and effective response to COVID-19, including City of Seattle-led drive-through testing sites, community vaccination sites and the vaccination site at Lumen Field, the City of Seattle has among the highest vaccination rates and lowest hospitalization and deaths of any major City; and

WHEREAS, the City of Seattle administered over 260,000 vaccines to 134,000 individuals, with 45% of those people from communities of color; and

WHEREAS, vaccinations are readily free and available through the City of Seattle; and

WHEREAS, on Aug. 8, 2021, coinciding with Governor Inslee and King County Executive Constantine, I issued a Mayoral Directive requiring City employees to be fully vaccinated by Oct. 18, 2021; and

WHEREAS, on Aug. 20, 2021, Governor Inslee issued [Amendment 21-14.1](#) to Proclamation 20.05 issuing a COVID-19 vaccination requirement for state employees, contractors and vendors; and

WHEREAS, on Sept. 9, 2021, President Biden signed an [Executive Order](#) issuing a COVID-19 vaccination requirement for contractors doing business with the federal government; and

WHEREAS, on Sept. 22, 2021 King County Executive Constantine signed [ACO-8-28-EO](#) issuing a COVID-19 vaccination requirement for King County contractors and volunteers; and

WHEREAS, the City recognizes the need to balance speed of roll-out with time to allow smaller firms, many of which are WMBEs, to develop procedures to track vaccination requirement compliance;

NOW THEREFORE, I, Jenny A. Durkan, Mayors of Seattle, hereby direct City departments to carry out the following orders to help combat the COVID-19 pandemic in our community and promote the health and well-being of the people of Seattle:

A. COVID-19 Vaccination Requirement

All City of Seattle contractors and volunteers working with executive offices and departments (“departments”) shall be fully vaccinated if the work is required to be performed in-person and on-site.

- In-person includes any situation where a contractor or volunteer interacts face-to-face with the public or other City staff, contractors or volunteers, regardless of how many other people are present.
- On-site includes, but is not limited to City property, City facilities, City rights-of-way and/or locations that require interaction with the general public. This requirement is valid whether or not other workers are present.
- The requirement applies to both indoor and outdoor worksites.
- The requirement shall apply regardless of length or frequency of work with the City, except as noted in “B. COVID-19 Vaccine Requirement Exceptions.”

“Contractor” includes:

- Providers of goods and services (vendors);
- Providers of public works/construction services;
- Consultants;

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- Subcontractors and subconsultants;
- Any other individuals or entities that provide goods, services, consulting services or public works to the City of Seattle either directly or through a subcontract; and
- A person engaged to work as an employee, temporary employee or other working arrangement with any group listed above.

“Volunteer” includes:

- Any individual donating time or service to a department of the City of Seattle.

B. COVID-19 Vaccine Requirement Exceptions

1. This Executive Order does not include:
 - Contractors and volunteers who have a fleeting physical presence on site; aka contractors and volunteers who are present at a site for only a short period of time.
 - Examples include, but are not limited to, contractors delivering supplies by truck to a construction site where they remain physically distanced from others on the site; refuse pickup; or a driver for a contracted shipping and delivery service briefly entering a site to pick up parcels for shipping.
 - Contractors or volunteers where work is always performed at a different physical location.
 - Examples include consultants who solely interact with City employees and the public through email or video calls.
 - Contractors or volunteers who do not work on City projects either in-person or on-site.
 - An example: If a contractor has 100 employees, but only 10 of them work on a City project in-person or on-site, only those 10 employees must fulfill the vaccine requirement.
2. Unless approved by the City due to business necessity, contractors or volunteers who have not been fully vaccinated may not perform work for the City in-person and/or on-site.

C. Evidence of Vaccination

1. To be considered fully vaccinated, a contractor/volunteer must receive a vaccination recommended by the Centers for Disease Control and Prevention (CDC) and must be 14 days past the last shot required in the vaccination series. If the CDC updates guidelines the City shall accept the updated CDC definition of fully vaccinated.
2. Contractors/volunteers must provide proof of full vaccination against COVID-19 by providing one of the following:
 - i. CDC COVID-19 Vaccination Record Card, photo or photocopy photo of the card;
 - ii. Documentation of vaccination from a health care provider or electronic health record;
 - iii. Immunization information system record from an official state system for any state in the United States; or
 - iv. For an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.

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3. A contractor may not verify individual vaccinations by obtaining only a personal attestation rather than verification of COVID-19 vaccination records as described above.

4. A City department may not verify individual vaccinations of volunteers by obtaining only a personal attestation of COVID-19 vaccination records as described above.

D. Attestation and Timeline

1. All City departments shall require contractors who are subject to this Executive Order to assume responsibility for the evidence of vaccination for every individual who meets the criteria outlined in Section A.

2. City departments must validate contractors have verified evidence of vaccination by obtaining an attestation declaration in a form prescribed by the City from contractors that declares they have verified proof of full vaccination from every individual who meets the criteria outlined in Section A.

3. City departments must obtain a copy of or visually observe proof of full COVID-19 vaccination for every person who volunteers for their department.

4. After Dec. 5, 2021, contractors are prohibited from engaging in work for a department unless the following requirements are met:

- i. By Dec. 5, 2021, the contractor must obtain a copy of or visually observe proof of full COVID-19 vaccination against COVID-19 for every current employee who is subject to the vaccination requirement in this Executive Order;
- ii. The contractor must obtain a copy of or visually observe proof of full vaccination against COVID-19 for every employee hired after Dec. 5, 2021 who is subject to the vaccination requirement in this Executive Order and submit an attestation declaration declaring the contractor has done so;
- iii. By Dec. 5, 2021, contractors subject to this Executive Order must submit to the department an attestation declaration declaring that the contractor has met the above requirements.

5. After Dec. 5, 2021, volunteers are prohibited from engaging in work for a department unless the following requirements are met:

- i. By Dec. 5, 2021, the department must obtain a copy of or visually observe proof of full COVID-19 vaccination against COVID-19 for every current volunteer who is subject to the vaccination requirement in this Executive Order;
- ii. The department must obtain a copy of or visually observe proof of full vaccination against COVID-19 for everyone who volunteers after Dec. 5, 2021 who is subject to the vaccination requirement in this Executive Order.

6. The contractor may request a limited time extension to come into full compliance. City departments may determine if this extension is possible and necessary.

7. The contractor must submit additional attestation declarations upon the request of and by the date designated by the City Department.

8. The contractor must cooperate with any investigation or inquiry the City Department makes into the contractor's compliance with these requirements, including by providing information and records upon request, except any information or records that the contractor is prohibited by law from disclosing.

9. Contractors are prohibited from providing attestations of vaccination that contain insufficient information or that they know, or should know, are based on false, misleading or dishonest grounds or information.

E. Restrictions by another Governmental Agency

1. Nothing in this order exempts a contractor or volunteer from complying with more restrictive requirements from the State of Washington, King County, or the federal government, or any other applicable governmental agency.

2. Contractors and volunteers must comply with the measures in this Executive Order, even if more restrictive than requirements from another governmental agency.

F. Failure to Comply

1. Failure by a contractor to comply with this Executive Order may result in the termination of a contract for cause, including debarment from future contracts with the City.

2. Failure of a volunteer to comply with this Executive Order may result in barring onsite work or dismissal from their role at the City.

G. Implementation

1. By Nov. 1, 2021, the City shall establish all procedures, guidelines, forms and policies necessary to begin implementation of this Executive Order. These procedures shall include assigning what department is responsible for working with what contract type.

2. The City shall update procedures, guidelines, forms and policies as appropriate.

3. All procedures, guidelines, forms and policies shall keep values of contracting equity and race and social justice by offering technical assistance and outreach as appropriate.

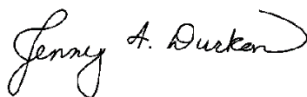
H. Termination

1. This Executive Order shall continue indefinitely.

2. The City shall monitor future guidance and directives from Public Health - Seattle & King County, as well as the county, state and federal government to determine if termination is necessary.

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September 28, 2021

Dated this 28th day of September, 2021.

A handwritten signature in black ink that reads "Jenny A. Durkan". The signature is written in a cursive style with a large, sweeping initial "J".

Jenny A. Durkan
Mayor of Seattle