

CS-11-193

CONTRACT APPROVAL FORM

RECEIVED
CONTRACT MANAGEMENT
2012 MAR 22 AM 10:09

(Contract Management Use only)
CONTRACT TRACKING NO.
CM1847

CONTRACTOR INFORMATION

Name: Progressive Vending LLC
Address: 86334 Williams Avenue Yulee Florida 32041-0773
City State Zip
Contractor's Administrator Name: Richard Roberts Title: Manager
Tel#: 904-716-1766 Fax: _____ Email: robertsr@bellsouth.net

CONTRACT INFORMATION

Contract Name: Vending Equipment Agreement Contract Value: \$0.00
Brief Description: Placement and maintenance of an Office Deli Refreshment Center vending machine at the Judicial Annex
Contract Dates : From Install to termination by either party Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase _____
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|------------------------|-------------------------------------|
| 1. | <u>N/A</u>
Department Head Signature | <u>N/A</u>
Date | <u>N/A</u>
Funding Source/Acct # |
| 2. | <u>Charlotte Young</u>
Contract Management | <u>3-29-12</u>
Date | |
| 3. | <u>Darla Ha</u>
County Attorney (approved as to form only) | <u>3-30-12</u>
Date | |
| 4. | <u>Shelby</u>
Office of Management & Budget | <u>4-2-12</u>
Date | |

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Ted Selby 4/4/12
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED
CONTRACT MANAGEMENT
2012 APR -5 AM 10:29

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VENDING EQUIPMENT AGREEMENT

This agreement entered into this 4th day of April, 2012 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as Customer), and **PROGRESSIVE VENDING LLC**, 86334 Williams Avenue, Yulee, Florida 32041-0773, (hereinafter referred to as Vendor).

Installation and Operation: Vendor shall deliver and install an Office Deli Refreshment Center vending machine (the "Equipment"), further described in Attachment "A", at the Nassau County Judicial Annex located at 76347 Veterans Way, Yulee, Florida. Customer, at its expense, shall provide all necessary service connections.

Full Service: Customer agrees to permit Vendor to place the Equipment on Customer's premises. Vendor shall stock the Equipment and shall collect all proceeds from sale of merchandise. Vendor shall service and stock the Equipment no less than once a week; however, frequency of service may be increased according to need.

Ownership: Vendor is and at all times shall remain the exclusive owner of the Equipment.

Maintenance and Repair: Vendor agrees to provide reasonable service and maintenance for the Equipment.

Customer shall allow Vendor to enter its premises for the purposes of inspection or performance of such maintenance and repair, or necessary replacement or return of the Equipment.

Liability and Costs: Customer shall have no liability for the use of the Equipment. Vendor hereby assumes liability for any and all damage caused by use or normal wear and tear and loss of the Equipment. Vendor shall pay any taxes which may be imposed on the Equipment by any taxing authority.

Indemnity: Vendor shall indemnify and hold Customer harmless for all losses, damages and expenses including attorney's fees resulting from any and all claims, demands or rights of action that may be asserted at any time against Customer which are caused by or result from Vendor's negligent actions or inactions in the use of or operation of the Equipment.


Termination: Either party may terminate this Agreement upon any or no cause upon 10 days written notice to the other. Customer agrees that upon any termination, Vendor shall have the right to remove the Equipment. If the Customer gives written notice to terminate, Vendor shall remove the equipment within 15 days from the date of said notice.

Complaint Resolution: Vendor shall provide, in a prominent area on the Equipment, contact information directing users where to call to report equipment failure, product quality or freshness or any other problems or complaints regarding this service. Contact information shall include, but not limited to, Company name, address, phone number and equipment identification number.

Miscellaneous: This constitutes the entire Agreement between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida, or their designee, this 4th day of April, 2012.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


By: Ted Selby, County Manager
Its: Designee

[Vendor signature on next page]

PROGRESSIVE VENDING LLC

Richard A. Roberts

By: RICHARD A. ROBERTS

Its: MANAGER

STATE OF FLORIDA
COUNTY OF NASSAU

Before me personally appeared, RICHARD A. ROBERTS,
who is personally known X or produced _____
as identification, known to be the person described in and
who executed the foregoing instrument, and acknowledged to
and before me that he/she executed said instrument for the
purposes therein expressed.

WITNESS my hand and official seal, this 21st day of
March, 2012.

Joni E. Jones
Notary Signature



JONI E. JONES
Notary Public, State of Florida
My Comm. Expires July 5, 2014
Commission No. DD 980129

Notary-Public-State of Florida at large
My Commission expires: July 5, 2014

What's for lunch? Anything you want.



the
Office Deli
Refreshment Center

the Office Deli

Refreshment Center

A bountiful buffet only steps away

It's New. It's Free.

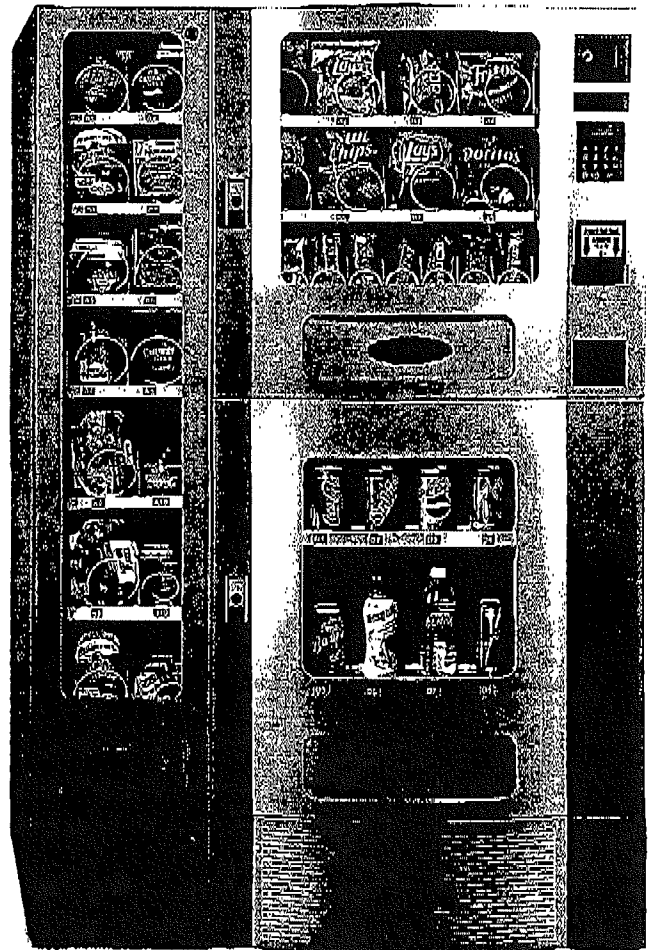
And it's yours for the asking, with no obligation.

An unparalleled variety of selections in only 1/3 the space

- 8 selections of refrigerated beverages
- 16 selections of mixed snacks
- 14 mixed entrée and meal sides

The Office Deli's sleek design compliments any decor, and its compact format takes up less space than units that offer similar variety and selection. Ruggedly built for high traffic indoor locations, the Office Deli uses oversized motors and field-proven electronics and controls to assure reliable vends.

- Entrée module vends a wide variety of microwavable hot meals; soups, pasta cups, chili & stews, hot cereals, cold snack packs, fruit cups, and many other tasty heat-and-eat snacks and meals.
- Refrigerated juice and soda module vends most popular canned and bottled beverages...not just a single brand.
- Snack module vends bagged chips, cookies, microwave popcorn, candy bars, nuts, gum, and a variety of other trusted branded snacks and pastries.
- The Office Deli accepts nickels, dimes, quarters, \$1 & \$5 bills, and returns change in coins.



The Office Deli is only one third the size of many competing units that offer similar variety and selection.

69.5" high, 42.4" wide, 28.5" deep
Power: 115 VAC @ 7 amps maximum

