



DocuSign Transmittal Coversheet

FILE	7026
File Name	Vending Machines
Purchasing Contact	Cori Power
Contract Expiration	October 15, 2024

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND SUPREME FOOD SERVICES, DBA VEND PRO REFRESHMENT SERVICES
7026

THIS SECOND AMENDMENT TO CONTRACT 7026 (this “Amendment”) by and between the City of Denton, Texas (“City”) and Supreme Food Services, dba Vend pro Refreshment Services (“Contractor”) to that certain contract executed on October 15, 2019, (the “Original Agreement”); amended on May 12, 2020 to remove office coffee services and related products and any minimum purchase requirement related to the coffee services and related products (the “First Amendment”); (collectively, the Original Agreement and the First Amendment are the “Agreement”) for services related to vending machine services;

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement with this Second Amendment.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and


NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Second Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide for additional micro market services and related products, as shown in Exhibit A attached, to be provided in accordance with the terms of the Agreement. The minimum purchase requirements and term of micro market services and related products are as described in Exhibit A.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

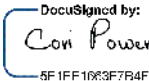
IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 11/5/2020.

“CONTRACTOR”
Supreme Food Services, dba Vend Pro
Refreshment Services

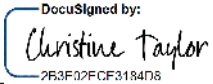
By:  _____
AUTHORIZED SIGNATURE

TITLE: Sales Manager

“CITY”
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By:  _____
PURCHASING AGENT

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

 _____
SIGNATURE CHRISTINE TAYLOR
PRINTED NAME

Director of Procurement and Compliance
TITLE

Procurement and Compliance
DEPARTMENT

Exhibit A

Minimum Purchase:

Client has selected a micro market which has a coffee and all related products minimum purchase amount of \$2,400 per month. Should Client fall short of the specified monthly minimum, Client agrees to subsidize the difference and make equal to \$2,400 per month for the term of this agreement.

Term of Micro Market:

Client agrees to an initial one (1) year term on the micro market with the option to renew until contract expires.

Payment Terms:

Any products or services purchased by Client shall be invoiced by Vend-Pro. Client terms are Net Due upon invoice receipt via Client's option of check, credit card or electronic funds transfer into an account designated by Vend-Pro. Invoices not paid within (30) days of invoice date are subject to a service charge calculated at the lower of 1.5% per month, or the maximum rate permitted by state jurisdiction.

Product Shrinkage (theft):

Client is liable for all product shrinkage shortages greater than 2.5%. Client must agree to no product limitations throughout the term of this agreement.

Force Majeure:

Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of such unforeseen incident, Vend Pro shall have five (5) days from the onset of the unforeseen incident to remove its personal property from any location where it may be found. Upon the reopening of any locations where Vend Pro removed its personal property, Vend Pro shall replace any personal property within fourteen (14) days. In the event the Client does not allow Vend Pro to remove its personal property and the product expires, Client shall indemnify Vend Pro for its lost or expired product.

Equipment

1) Equipment Arrangements:

Vend Pro will deliver and install the following Equipment.

Breakroom #1

Market Fixtures	<u>1</u>
Beverage Cooler	<u>1</u>
Food Cooler	<u>1</u>
Camera System	<u>1</u>
Coffee Service	<u>1</u>
Market Kiosk	<u>1</u>

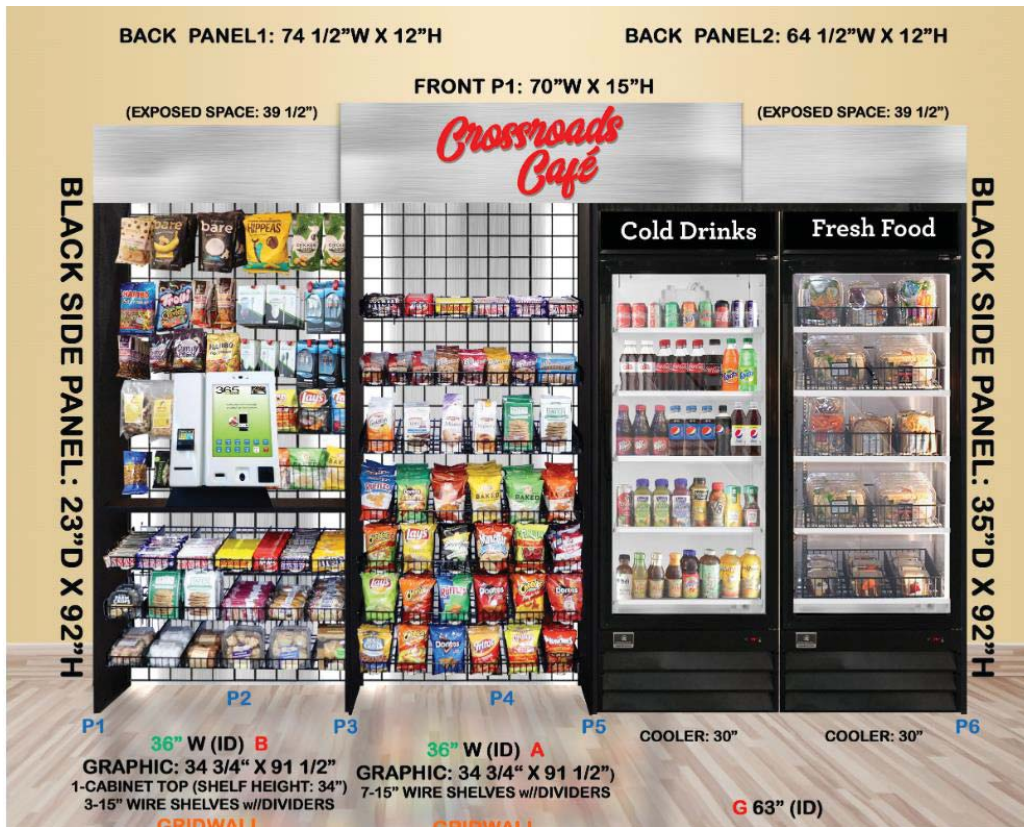


Exhibit B

Pricing – Drinks & Snacks

Product Prices in machines may be adjusted by Vend Pro Quarterly, as needed to reflect manufacturer price changes, fuel costs, tax changes or labor cost changes. Vend Pro will inform and work closely with the Client regarding implementation of Price Changes.

Product Selection will periodically change based on seasonal changes, new items available, special requests and/or sales pattern evolution.

Beverages:

- 20 oz. Sodas \$1.89
- 12 oz. Sodas \$0.99
- 20 oz. Water \$1.69-\$2.99
- Juice \$2.19-\$3.89
- Cold Coffees \$2.99-\$3.99
- Teas \$1.89-2.99
- Sports Drinks \$1.99-\$2.99
- Enhanced Water \$2.19-\$3.49
- Energy Drinks \$3.09-\$3.99
- Milk \$2.39

Snacks:

- Large Chips \$1.19-\$2.49
- Candy Items \$1.39-\$4.99
- Cookies \$1.19-\$1.89
- Meat/Protein Snacks \$1.99-\$6.79
- Pastry Items \$1.39-\$2.49
- Hispanic Pastry Items \$1.69 - 2.89
- Nuts & Seeds \$1.39-\$1.99
- Ice Cream Items \$1.69-\$2.99
- Fresh Fruit \$0.99-\$1.89
- Healthy Items - \$1.99 - \$5.99

Premium Fresh Food:

- \$1.49 - \$6.99

Sundry Items:

- Individually Packaged Health Aids \$1.99 - \$4.99
- Electronics (Phone Chargers) \$2.99 - \$12.99

Certificate Of Completion

Envelope Id: C624933327744045986AC59683024363	Status: Completed
Subject: ***Purchasing Approval*** Contract 7026 - 2nd Amendment	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Cori Power	Location: DocuSign
11/5/2020 11:16:15 AM	cori.power@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 11/5/2020 11:31:18 AM Viewed: 11/5/2020 11:32:27 AM Signed: 11/5/2020 11:33:08 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Karla Price karla@vendpro.us Sales Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 69.170.113.156	Sent: 11/5/2020 11:33:09 AM Viewed: 11/5/2020 12:00:10 PM Signed: 11/5/2020 3:12:18 PM
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Electronic Record and Signature Disclosure:
Accepted: 11/5/2020 12:00:10 PM
ID: 80e7f170-fbb7-4ae4-8532-4a042e4fd79a

Christine Taylor Christine.Taylor@cityofdenton.com Director of Procurement and Compliance City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/5/2020 3:12:20 PM Viewed: 11/5/2020 3:41:11 PM Signed: 11/5/2020 3:42:33 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cori Power cori.power@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 11/5/2020 3:42:35 PM Viewed: 11/5/2020 4:50:04 PM Signed: 11/5/2020 4:50:21 PM
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Electronic Record and Signature Disclosure:
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In Person Signer Events

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<input type="checkbox"/> abby Leeper <input type="checkbox"/> abby.Leeper@cityofdenton.com Administrative Assistant III City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/5/2020 4:50:22 PM
Scott McDonald Scott.McDonald@cityofdenton.com Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/5/2020 4:50:22 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/5/2020 4:50:23 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2020 11:31:18 AM
Certified Delivered	Security Checked	11/5/2020 4:50:04 PM
Signing Complete	Security Checked	11/5/2020 4:50:21 PM
Completed	Security Checked	11/5/2020 4:50:23 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.