



LEXINGTON

Bid 29-2024 Canteen Supplier Response

Event Information

Number: Bid 29-2024
Title: Vending Services for Community Corrections
Type: Competitive Bid
Issue Date: 2/21/2024
Deadline: 3/28/2024 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. For questions regarding these specifications or the bidding process, please post to the published bid on IonWave – <https://lexingtonky.ionwave.net>. Phone calls or emails are not accepted.
All mandatory forms must be filled out and posted in “Response Attachments” tab on IonWave or your bid will be considered non-responsive and not considered.

Contact Information

Contact: Conni Hayes
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: chayes@lexingtonky.gov

Canteen Information

Address: 868 Nandino Blvd
Lexington, KY 40511
Phone: (859) 254-2737
Email: brad.giles@compass-usa.com
Web Address: www.canteen.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Brad Giles

Signature

Submitted at 3/28/2024 09:12:27 AM (ET)

Brad.Giles@compass-usa.com

Email

Response Attachments

canteen_91204_lexington_fayette_urban_county_gov_div_of_cc_final.pdf

Full proposal is attached.

Bid Lines

1	Percentage of Commission for Employee Areas (Line excluded from response total)	Quantity: <u>1</u> UOM: <u>Percent</u>	Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$10.00"/>
2	Percentage of Commission for Public Areas (Line excluded from response total)	Quantity: <u>1</u> UOM: <u>Percent</u>	Price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$25.00"/>

Response Total: \$0.00



Bringing Break Time to Everyone

A Customized Vending Proposal Prepared
for Lexington-Fayette Urban County
Government Division of Community
Corrections Vending Services





The Canteen logo, featuring the word "canteen" in a white, lowercase, sans-serif font with a small leaf icon above the 'c', set against a green background.The Canteen logo, featuring the word "canteen" in a white, lowercase, sans-serif font with a small leaf icon above the 'c', set against a green background.The Canteen logo, featuring the word "canteen" in a white, lowercase, sans-serif font with a small leaf icon above the 'c', set against a green background.The Canteen logo, featuring the word "canteen" in a white, lowercase, sans-serif font with a small leaf icon above the 'c', set against a green background.

March 28, 2024
Tammy Bradley
Administrative Specialist

Lexington-Fayette Urban County
Government Division of Community
Corrections Vending Services

Dear Tammy,

Everything around us is changing, no matter the environment. As on-site snack and beverage options evolve, it's necessary to keep innovating. Our customized vending services do just that, offering an amazing variety of high-quality, delicious choices.

We keep guests energized by not only giving them a quick snack, but by providing fuel to keep them going. From great coffee to kickstart the morning to customized snacks for all-day grazing, we make it easy for people to keep moving forward.

Tailored localization. Your location is unique and your offerings should be, too. We'll work with you to create a customized vending program that highlights exceptional service, market trends and your one-of-a-kind needs.

Big business footprint, small business mindset. We're adamant about maintaining authenticity and product integrity, whether we're servicing one account or 100. Our team focuses on meaningful ways to improve the guest experience, from product sourcing to delivery and maintenance to merchandising. Our locally run operations are backed by the support and resources of a global organization, giving us the opportunity to excel in daily operations while driving innovation, technology and efficiency in cost. As the nation's oldest and largest vending company, we know how to get it done.

Always innovative. We're passionate about innovation that elevates the choices guests are excited about. We know speed, convenience and flexibility are qualities that matter to you, driving us to search for the latest in technology, wellness offerings and trend-forward products.

We appreciate the opportunity to transform the vending experience at Lexington-Fayette Urban County Government Division of Community Corrections Vending Services. We're excited to share our variety of options and setup possibilities with you. Together, we will make your vending program the industry standard for innovation and customer experience. We look forward to partnering with Lexington-Fayette Urban County Government Division of Community Corrections Vending Services.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Giles".

Brad Giles • Regional Sales Director • Canteen

What's in Store for Lexington-Fayette Urban County Government Division of Community Corrections Vending Services

RFP Forms > 5

Our Story > 27

Safety > 35

Technology > 41

Innovation > 47

Markets > 53

Vending > 61

Strategic Pillars > 65

Financials > 81

This proposal, designed specifically for Lexington-Fayette Urban County Government Division of Community Corrections Vending Services, is confidential and proprietary to Compass Group USA Inc. (Compass). Any unauthorized dissemination to others outside your organization would irreparably harm Compass and entitle Compass to judicial equitable relief, including injunction and specific performance. This proposal is valid for 30 days after its presentation and/or delivery to you.







RFP Forms



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: February 21, 2024

INVITATION TO BID #29-2024 Vending Services for Community Corrections

Bid Opening Date: March 6, 2024

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **03/06/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One: _____ Bid Specifications Met <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		Proposed Delivery: _____ N/A days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes _____ No		

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Compass Group USA, Inc. by and through its Canteen Division

Firm Name

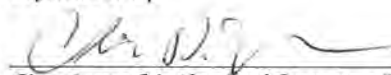
3112 Horseshoe Lane, Suite 100

Address

Charlotte, NC 28217

City, State & Zip

Bid must be signed:



Signature of Authorized Company Representative – Title

Chris D. Taylor, Division President

Representative's Name (Typed or printed)

Area Code - Phone – Extension

Fax #

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Chris D. Taylor, Division President, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Chris D. Taylor and he/she is the individual submitting the bid or is the authorized representative of Compass Group USA, Inc. by and through its Canteen Division the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

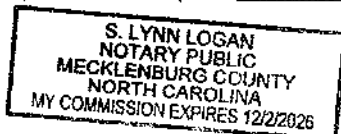
Further, Affiant sayeth naught. _____

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Chris D. Taylor on this the 27th day
of March, 2024.

My Commission expires: December 2, 2026



S. Lynn Logan
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No ✓

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

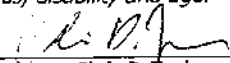
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.


Signature Chris D. Taylor

Compass Group USA, Inc. by and through its Canteen Division
Name of Business

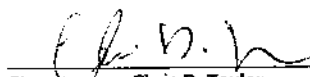
GENERAL PROVISIONS OF BIO CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature Chris D. Taylor

3/27/24
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Compass Group USA, Inc. by and through its Canteen Division

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	6445	697	2365	348	957	357	1100	0	4	137	284	7	21	38	130	1584	4861
Professionals	5724	922	3090	159	393	171	515	1	1	113	245	6	9	24	75	1396	4328
Superintendents	N/A																
Supervisors	95	70	18	0	0	2	0	0	0	3	0	0	0	0	3	75	21
Foremen	20,936	7623	6275	1342	1277	1520	1653	6	4	113	245	6	9	24	75	10,634	10,302
Technicians	649	339	31	83	12	105	20	0	0	35	4	4	0	12	3	599	50
Protective Service	N/A																
Para-Professionals	N/A																
Office/Clerical	7461	2012	949	1205	653	1231	866	2	0	207	98	26	22	53	62	2725	4736
Skilled Craft	2146	1205	43	445	33	265	62	1	0	40	2	19	1	27	3	1962	144
Service/Maintenance	171,267	22,518	33,999	17,928	25,571	22,444	33,409	60	73	4925	5106	493	716	1615	2410	69,983	101,284
Total:	210,309															88,958	121,351

Prepared by: VP, People Operations & Analytics

Date: 06 / 21 / 2022

(Name and Title)

Revised 2015-Dec-15



Not applicable - no subcontractors are anticipated.

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # INVITATION TO BID #29-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

**Compass Group USA, Inc. by and through
its Canteen Division**

Company

Date

Chris D. Taylor

Company Representative

Division President

Title



LEXINGTON

Not applicable - no subcontractors are anticipated.

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # INVITATION TO BID #29-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

**Compass Group USA, Inc. by and
through its Canteen Division**

Company

March 21, 2024

Date

Chris D. Taylor

Company Representative

Division President

Title



LEXINGTON

Not applicable - no subcontractors are anticipated.

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # INVITATION TO BID #29-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted / Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

**Compass Group USA, Inc. by and
through its Canteen Division**

Company

March 21, 2024

Date

Chris D. Taylor

Company Representative

Division President

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # INVITATION TO BID #29-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Not applicable - No subcontractors are anticipated

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

**Compass Group USA, Inc. by and through
its Canteen Division**
Company

March 21, 2024

Date

Chris D. Taylor

Company Representative

Division President

Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # INVITATION TO BID #29-2024

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company _____

Company Representative _____

Not applicable - No Subcontractors are anticipated.

Date _____

Title _____

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # INVITATION TO BID #29-2024

Not applicable - no subcontractors are anticipated.

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other—any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Compass Group USA, Inc. by and
through its Canteen Division _____

Company
March 21, 2024 _____
Date

Chris D. Taylor _____
Company Representative
Division President _____
Title

Not applicable - no subcontractors are anticipated.

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

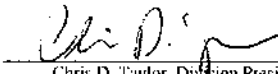
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

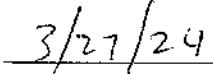
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to L.FUCG.


Chris D. Taylor, Division President
Signature


Date

CANTEEN'S EXCEPTIONS TO THE INVITATION TO BID ("IFB")
IFB #29-2024 Vending Services for Community Corrections

Compass Group USA, Inc., by and through its Canteen Division ("Canteen"), has successfully negotiated and executed contracts with universities, hospitals, and major corporations throughout the country. We are confident that we will be able to develop an agreement with the Lexington-Fayette Urban County Government that meets the needs of both parties. Accordingly, Canteen's proposal is subject to and conditioned upon the negotiation of a mutually agreeable resulting agreement between the parties.

Upon review of the documents provided in the IFB, please note the following:

1. **IFB Section II, Termination** Canteen requests to replace the language in the foregoing section with the following:

"If either Party breaches this Agreement, the Party claiming such breach will give written notice citing specifics. If, within 60 days of such notice, the breach is not corrected, the non-breaching party may terminate this Agreement on 30 days written notice. Further, either party may terminate this Agreement after the initial term upon 60 days written notice."
2. **IFB Section III, Pricing**. Canteen must be permitted to increase prices in the event of any changes in market conditions.
3. **IFB, page 34 MWDBE Participation Goals**. Please note that Canteen does not anticipate the use of any subcontractors for the performance of the services.
4. **IFB, page 34 Insurance**. Canteen can meet the required minimums but reserves the right to discuss redlines to this section to align it with the way Canteen's policies are written.





Our Story

Since 1929, Canteen has provided unattended retail and foodservice with a commitment to service, leadership, people, innovation, quality and wellness. Just as we do at 96,500 service locations, from small shops to Fortune 500 companies, we provide food, service and experience backed by industry-leading technology to give your team and guests what they are craving.

canteen

Thriving at Unmatched Scale

370,000+

connected vending machines



98%

Canteen client
retention rate

99%

national accounts
client retention rate

225+

corporate
and franchise
locations in

48

states



**FORTUNE WORLD'S
MOST ADMIRABLE
COMPANIES 2023**

28,500+

coffee service locations



**NEWSWEEK
AMERICA'S GREATEST
WORKPLACES**

for Diversity and Women 2024

**BUSINESS GROUP
ON HEALTH**

Best Employers for Excellence
in Health & Well-Being 2023



20,000+

micromarkets

13,000 employees



\$1.2B

in national accounts
managed volume

\$3.2B

in Canteen
managed volume



90+ Years

leading our industry
with innovation

Our Values

Our company's foundation lies in six core values that are aligned with yours. These values highlight a standard of excellence upheld for more than 90 years. Our innovative approach to serving you the highest-quality products is just one benefit of our leadership.



SERVICE

We are dedicated to providing an unmatched level of service to all of our clients and customers.



INNOVATION

Our innovative offerings include sustainability programming, enhanced technology, specialized local offerings and forward-thinking recruitment opportunities.



QUALITY

We own our commissary network and promise to provide only the highest-quality products and to partner with reputable organizations - companies that source products locally, focus on sustainability and limit their use of antibiotics.



WELLNESS

We are committed to upholding standards of wellness in our workplace and yours. Our campaigns encourage healthy eating and plant-based solutions while minimizing waste.



LEADERSHIP

We bring industry-leading solutions in refreshment services, business intelligence and reporting capabilities, as well as nationwide partnerships, to the table.



PEOPLE

We believe the support, encouragement and dedication we provide to the well-being of our associates - as well as innovation to the clients and communities we service - is reflective of the excellent service we will provide.

Purchasing

Foodbuy, a subsidiary of Compass Group and the nation's largest group purchasing organization, gives our clients access to the best selection, aggressive pricing, recall processes and expertise in supply chain and negotiations. It has never been more important to have a consistent, engaging foodservice program.

Foodbuy analyzes culinary needs, foodservice trends, operating habits and nutrition and health issues, and matches those criteria with the world's premier suppliers for the highest quality, value and guest satisfaction.

Managing contracts with more than 600 leading manufacturers and distributors across the U.S., Foodbuy supports us with deals for front- and back-of-house products and services. Working with the most recognized brands in the industry, we also enjoy access to both regional and local providers.

The sourcing and category development teams work to benefit both members and suppliers by driving category growth and strengthening programs, as well as collaborating with supplier partners to find the best products and services for your needs. Driving down costs by negotiating greater volume through fewer products is just one of the advantages of Foodbuy.

KNOWLEDGE AND RESOURCES

Foodbuy negotiators leverage their knowledge of commodity forecasts and regulatory issues, as well as sustainability goals, product innovation and economies of scale for optimal outcomes for each of its stakeholders. They also notify us of product recalls or withdrawals.

INFLATION UPDATES

To assist in menu planning, Foodbuy publishes a monthly price watch report and a quarterly inflation report to keep operators abreast of commodity price changes.

MONTHLY NEWSLETTER

Foodbuy Factor is the monthly purchasing newsletter published by Foodbuy. This is a great resource for important information about the most recent changes and developments in purchasing.



Foodbuy

Foodbuy's experts in data management, marketing and supply chain logistics understand the competitive landscape and negotiate more than just a good price.





The Power of Compass Group

Compass Group operates as a family of great companies. We believe our sectorization strategy is a key advantage. It enables us to be closer to our clients and consumers to better understand their unique needs. This way, we can create an innovative, custom offer to meet Lexington-Fayette Urban County Government Division of Community Corrections Vending Services' specific requirements and, in doing so, truly differentiate ourselves. We have teams of specialists and the support of a large organization that has the benefit of size and scale.

Compass Group provides the highly specialized resources, brands and partnerships that only the world's largest hospitality company can deliver. Utilizing a dedicated single point of contact, we operate under a "One Team" approach across all sectors - streamlining processes and communication, sharing best practices, implementing state-of-the-art innovations and ensuring consistency across the enterprise that delivers positive results*.



2023 GLOBAL KEY FIGURES



\$38.2B
revenue



550K+
associates



13M+
meals served
per day



55K+
client locations
in 35 countries

*Canteen does not provide dining foodservices within any correctional facilities, nor does any other Compass Group operating company in the United States.

RECENT AWARDS





CYBERSECURITY

We invest \$33 million each year to ensure the data of our clients, as well as their employees, customers and guests, is protected against all cyber intrusion attempts. Our cybersecurity team works around the clock so our clients can focus on their core businesses.



BALANCE SHEET

Our high credit rating and low debt levels, as well as a strategic equity raise, mean our balance sheet is the best in company history. While our competitors are burdened with debt, we're able to be nimble and smart, investing in our business and continuing to bring the best to our clients.



STRATEGIC PROJECTS

This internal team's deep knowledge of transition - and their extensive experience in change management - are key to us ensuring the contract transition for each new Compass Group client is seamless and successful.



COMPASS DIGITAL

Dedicated to innovation and consumer engagement, this internal team of developers and data scientists delivers technology strategies and solutions to meet complex business needs.



PEOPLE AND LABOR STRATEGY

In addition to our specialized HR support and unmatched people management skills, our proprietary labor platform, SmartLabor, processes and manages our workforce by finding inefficiencies, capturing data and driving change.



E15

Using data and market research, our E15 team finds patterns, correlations and insights that our clients use to make more informed decisions. The data optimizes their business operations and improves the consumer experience.



ENVISION GROUP

From strategic space design to eliminating food waste, this visionary team is focused on building partnerships and business growth that promotes the well-being of people and planet.





Safety

At Canteen, we have a moral obligation to do all we can to help our associates, clients and the general public get home safely every day.

Our code is simply called “Safety Brings You Home,” and it describes the spirit behind the safety culture we are cultivating at Canteen.





Food Safety

From Canteen's industry-leading food safety program for vending and unattended retail markets to USDA- and FDA-regulated commissary kitchens, our end-to-end approach to food safety includes a series of checks and balances to track results, measure compliance and build continuous improvement. Canteen's food safety standards are based on sound science, regulatory requirements and industry best practices.

All of the commissary kitchens in our network adhere to our retail fresh food program requirements, so you can be assured you're receiving products that meet the highest level of food safety, operational excellence and culinary professionalism. Our requirements include:

- Proper oversight and licensing with the appropriate federal, state and local regulatory agency of food processing for retail sale
- FDA/USDA registration for the facility
- Written and approved food safety plan, HACCP or FDA Food Safety Plan in place
- FDA-compliant retail labeling system
- Allergen management system that includes allergen labeling meeting Food Allergen Labeling and Consumer Protection Act regulations
- Effective environmental microbial monitoring in the processing environment
- Traceability system - Lot code tracing for recall purposes
- Annual audit from an independent third party for compliance with Good Manufacturing Practices and Preventive Controls



RISK REDUCTION

We identify and reduce product risk and the associated threat of foodborne illness and food-related injury through:

- Comprehensive standards and compliance with HACCP, U.S. Public Health, FDA and Restaurant and Foodservices Association recommendations
- Associate, driver and manager education and training
- Self-inspection
- Third-party audits
- Effective facilities design
- Vendor certification

FOOD SAFETY TRAINING

We reach beyond the technical minimums by providing extensive and ongoing training to our associates, reinforcing our food safety principles and practices on a daily basis to safeguard you and your guests. Our teams focus on:

- **Food supply and storage** - Proper labeling, dating, placement and product temperatures.
- **Proper food handling** - Preparation, delivery and service.
- **Standard operating procedures (SOPs)** - Adherence to SOPs, from farm to guest.
- **Record keeping** - Detailed records for optimal traceability.

We take thorough steps on a daily basis to ensure your food is protected from any potential hazards, and is a source of fuel and nutrition for your guests.

PURCHASING

Foodbuy vets all potential suppliers, scrutinizing facilities and products to minimize the risk of contamination. All foods are purchased from the Managed Order Guide, a fully vetted group of suppliers that undergo continuous monitoring by the Quality Assurance Department for food safety, so you never have to wonder where your food came from.

RED ALERTS

The Quality Assurance Department monitors recalls and market withdrawals on a daily basis and issues Red Alerts regarding food and products that may be purchased or used by Compass Group businesses or by Foodbuy-committed customers.

CRISIS AND COMPLAINTS

Compass Group maintains a crisis management hotline - one call from an associate or manager will alert appropriate resources who provide a prompt and accurate response to minimize the impact on our clients and their businesses.



Safety Among Our Service Lines

MARKETS

The security of every shopper is important. We equip each market with multicamera technology, allowing us to notify you of any potential concerns and prevent shrinkage. Additionally, each credit card transaction is end-to-end encrypted for secure credit and debit processing. Other security features include:

- Remote temperature monitoring on each cooler and freezer to ensure the quality of fresh and frozen foods. Should the temperature reach a certain level, the coolers lock automatically, preventing the food from being purchased. Our team receives an alert, and we dispatch a service professional to address the issue.
- Notification alerts should a payment kiosk be offline for 10 minutes or longer. Our technicians are dispatched to get things running smoothly as soon as possible.

COFFEE AND WATER

Here's our safety pledge to you: Every water cooler and coffee brewer installed in your space will include Water Block and Flood Buzz technology. This overflow safety device controls the maximum consumption of water by measuring the number of gallons that pass through and stopping the water flow if the quantity exceeds the preset value. With the Flood Buzz alarm, if a leak were to occur, you get an immediate audible alert.









Technology

We're always looking toward the future. We understand the importance of consistently developing new ways to improve everything we do. With our partnership, you'll have access to industry-leading innovation and the technology to power it all.



Connect & Pay®

Our Connect & Pay® app, available for Apple and Android devices, makes shopping quick and easy. Once downloaded, guests log in, create an account and load funds or designate a card for use to pay as you go.

Connect & Pay® also offers a variety of valuable benefits for our loyal guests, including points accumulation that leads to cashback rewards, promotions, coupons, discounts and limited-time, seasonal offers. The points-based structure gives you the flexibility to customize the loyalty program to fit your needs.

The more points guests accumulate, the more cash back they earn. Points can be redeemed at any time. Forget to redeem? That's okay, too. At the end of each quarter, we'll automatically credit accounts for the highest redemption value earned and additional points will automatically carry over to the next quarter.

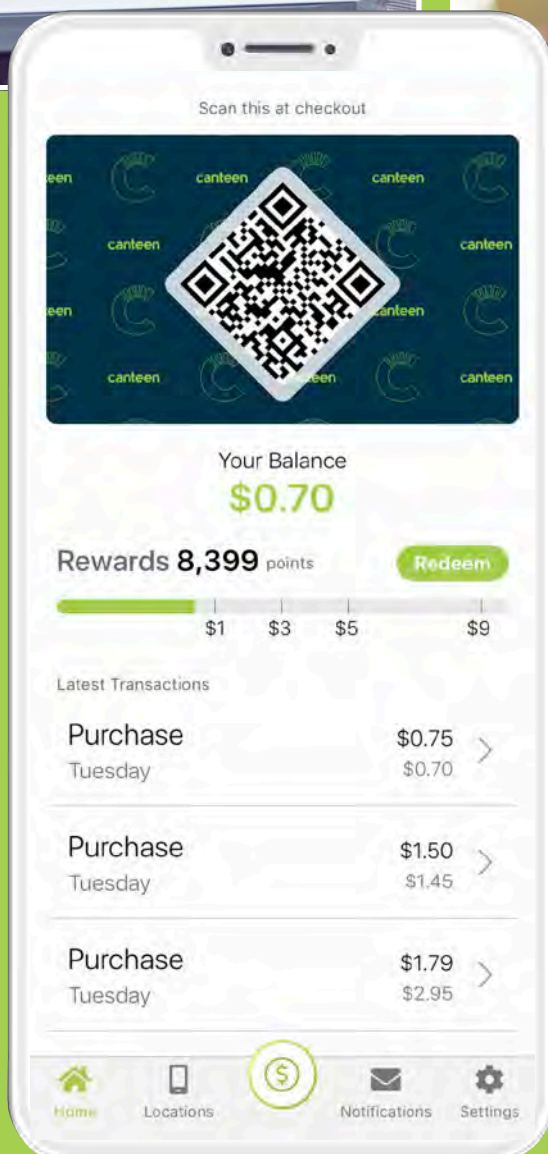
The app also integrates with the **Canteen**

CONNECT >>>
FEEDBACK · NUTRITION · SERVICE

Connect label, allowing guests to access our Connect solution with the touch of a button to report service issues, access nutrition information, provide feedback and explore innovations and upcoming promotions. We can even develop custom loyalty options for you based on your company goals or requirements, including offering double points for better-for-you selections, providing a daily meal stipend at the value of your choice that resets every day and supporting discounts, coupons or points to help you maximize engagement.

BOOST YOUR WORK PERKS

Enhance your Connect & Pay® experience and shop even faster by using your smartphone to scan items and check out (where available). Simply select your location from the Shop tab in the app, then use your phone's camera to scan your items and select Checkout to complete your transaction.



CONNECT & PAY® WITH CANTEEN CONNECT

Here's how it works:



DOWNLOAD APP

Sign up for an account and add
the nearest market location.



USE THE APP

To add funds, manage the account and
access exclusive promotions and rewards.



SCAN AND PAY

Easily complete market purchases
- scan, pay and be on your way.

Technology Among Our Service Lines

MARKETS AND VENDING

SmartService

This program connects our vending machines and markets to provide real-time information about what is selling and what isn't, allowing for quick, better-informed decisions about how and when we stock your facility. The benefits to Lexington-Fayette Urban County Government Division of Community Corrections Vending Services are twofold: We anticipate customer needs while simultaneously reducing our environmental impact through more efficient deployment of resources.

iVend

iVend provides instant access to product-specific sales and reports, enabling us to make sure the right product is where it needs to be, when it needs to be there. iVend allows us to aggregate data across the enterprise to generate insights based on location, client, regional or national parameters. Each product we offer has a unique barcode or SKU assigned to it, allowing our route drivers to identify how each SKU is performing by using a handheld scanner. This vital insight lets our teams build the right product mix for every machine, plus these extras:

- Replace slow sellers with popular products
- Keep machines fully stocked
- Customize the product mix based on machine-specific data
- Regularly introduce new items and rotate selections for more variety
- Provide machine inventory tracking
- Simplify cash auditing and credit collections via cash room automation and card processor integration
- Ensure reliable delivery processes through online route scheduling
- Verify sales by using electronic data from vending machines
- Provide direct link to OneTicket for service calls

Canteen Connect

We are committed to creating opportunities for customers to connect with us. Immediate and ongoing feedback is critical for our continued success, which is why you will find a Connect label on each vending machine, Avenue C and Smart Market. Each Connect label has a customer service telephone, a QR code and a text message code, enabling guests to reach us at any time – in the most convenient way for them – and giving them access to nutritional information and exclusive promotions.

OneTicket

OneTicket interfaces with iVend to log every step of the repair process. From where the problem started to the exact date and time the first service call was requested, OneTicket doesn't close the ticket until each problem is fixed. OneTicket allows us to track and report the service and repair history of any machine by day, week or month. This powerful tool performs on two levels where we can respond quickly and efficiently to service calls and you can monitor our quality of service. OneTicket allows us to track and report the service and repair history of any machine. OneTicket generates a comprehensive suite of reports detailing call frequencies, response times and service completion, so each location can be properly monitored and repaired. Here's how it works:

- A customer logs a service or repair into our Connect web interface or calls our support line.
- The service request is logged into OneTicket, noting date, time, machine, location and problem.
- Your technician is notified via text message. Date and time are entered into OneTicket.
- Repair is completed. Date and time are entered into OneTicket.
- Our staff will call to notify you of repair completion.

Cashless Technology

Speed, convenience and flexible payment options are key to success. Technology is changing quickly and we have the options you need to keep up with today's savvy consumer.

CONTACTLESS METHODS OF PAYMENT

credit/debit cards, student/employee cards,
mobile wallets, apps and more

370,000+
devices deployed



50%+
of our transactions
are credit cards

PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

2.5 M+
credit and debit
transactions per month



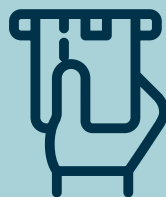
51%

Americans use contactless payments
according to a Mastercard poll



Cuts transaction
time by as much as
50%

Increases
customer satisfaction



Enables multiple
vends with a
SINGLE
TRANSACTION

Gives customers a
fast way
to pay







Innovation

By collaborating with emerging companies
and analytics experts, we are able to
provide you with insights into ever-evolving
consumer behaviors and industry trends.



Canteen partners with E15, Compass Group's industry-leading analytics firm, to make better business decisions using data and advanced analytical methodologies. E15 empowers our operators and clients to manage complexity by harnessing data to gather needed insights. This is done by leveraging experiences of some of the largest and most forward-thinking companies today.



Data and Analytics

Since 2014, E15's team of over 100 dedicated data scientists, business analysts and consumer researchers has uncovered opportunities for improvement, including food and beverage assortments, behavioral motivators, technology usage and operational processes.

E15 benefits Compass Group clients by providing insights and strategies in several areas including market research, revenue optimization, guest satisfaction, speed of service and pricing recommendations. Additional solutions are available in areas such as predictive modeling, data services, category management and labor management.

MARKET RESEARCH

E15 synthesizes the demographic data to create localized consumer profiles in ZIP codes surrounding our locations to better understand behaviors and product preferences.

DATA-DRIVEN PRODUCT MIX

E15 relies on data, not hunches, when helping clients develop a product variety that will resonate with their customer base. The insights uncovered go beyond what's selling inside our locations and get at what's going on in the broader market where we do business. What types of snacks and beverages are most popular? What tastes are unique to this market or region? What are the up-and-coming items customers are craving? E15's analytics programs go beyond transactional data to answer these questions and more.

HOW E15 ANALYZES TRENDS

E15 takes a holistic approach when analyzing trends, starting with consumers – understanding who they are, how they're changing and why. E15 uses syndicated data to uncover who guests are now, and to conduct primary research via surveys and focus groups to predict how their behaviors and attitudes will change over time.



Data from E15's industry-leading partners, such as **Nielsen** and **Datassential**, allows them to forecast emerging trends. Using the data they have been collecting for more than 10 years, E15 creates programs that learn from past performance to predict future trends.

As an innovation and services leader in the industry, we stay abreast of current and evolving trends through a variety of avenues.

- Compass Group's partnerships with companies like SPINS, Datassential, Forbes and other consumer marketing groups provide insights into the ever-changing world of consumer behaviors and industry trends.
- As a sector partner, we have the advantage of working side-by-side with industry experts within each market segment who know their consumers best.
- We leverage research and data from Foodbuy, our purchasing organization.
- Our supplier partners conduct and provide their own extensive research.
- We review industry data and research through trade publications, media and trade shows.



What's Trending?

1

Hydrate, Hydrate, Hydrate. While hydration itself is not a novel concept, suppliers are becoming increasingly creative with ingredients and packaging to keep consumers hydrated. Electrolyte-filled drinks and products are popping up everywhere.

2

Upcycling. Brands are getting creative in reducing food waste by using ingredients that would otherwise be wasted. For example, Pipcorn upcycles leftover heirloom corn flour from the creation of their popcorn and RIND partners with farmers to utilize leftover fruit peels.

3

Heritage-Inspired Flavors. Consumers crave new experiences and suppliers are meeting their needs by developing products featuring globally influenced flavors. Many diverse-owned brands are spotlighting their products in more integrated and appealing ways than ever before.

4

Functional is Here to Stay. Consumers want to know the health benefits of the products they consume – everything from gut and skin health to improving brain function.

5

Plant-Based. Plant-based items are hitting a stride with consumers. Delicious plant-based offerings appeal to non-vegans and non-vegetarians as a healthy, sustainable alternative to meat.

Data Protections

We prioritize data protection for every client to avoid network intrusions that can inflict serious damage and create a major breach of trust with its customers.

INFORMATION SECURITY PROGRAM

A strong business reputation depends on a robust information risk management strategy. We address data privacy and information security with a formal information security program and Key IT Control Framework. Our information security tools, policies and procedures follow the Information Security Forum, whose Standard of Good Practice (SoGP) is mapped to the National Institute of Standards and Technology, Payment Card Industry and Control Objectives for Information and Related Technologies (CoBIT).

IT AUDIT AND CONTROL

Our accounting and General IT Controls are continuously evaluated by several assurance functions, including independent auditors, KPMG (one of the Big Four accounting organizations) and our own team of internal auditors. Compass Group businesses are also governed by rigorous internal policies and procedures for the highest level of integrity of our internal control environment.

INFORMATION SECURITY TECHNOLOGY

In addition to annual network penetration testing, we deploy technology such as malware and antivirus protection to all company servers and computers, as well as multifactor authentication (MFA) and user entity behavior analytics (UEBA). Compass Group also employs a security information and event management solution for all devices and servers, to which our unified threat management solution is centrally linked.

Our solutions work in concert to continuously monitor for malicious behavior and protect against sophisticated, targeted and persistent threats.

PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

As an early member of the PCI Standards Council, we were among the first in our industry to offer mobile point-of-sale solutions with point-to-point encryption (P2PE) and end-to-end encryption (E2EE), protecting customer data from the point of swipe through transmission to the payment processor. Our clients span verticals that require a high degree of security, auditing and control compliance, which is why all our payment solutions have P2PE/E2EE as a minimum standard and why we also observe and adhere to any relevant regulations and legislation.

BUSINESS CONTINUITY AND DISASTER RECOVERY

Compass Group has migrated all critical core services and applications to our cloud-based network to ensure greater business continuity. As part of this transition, we are amending documents, plans and procedures to align with new recovery processes and conduct annual recovery testing of critical systems and applications. Should business processes be interrupted, field sites are capable of completing day-to-day activities in the interim until systems are back online.

INCIDENT RESPONSE

Our internal policy and process provide a coordinated, effective and cohesive approach to privacy and information security incidents ranging from unauthorized system intrusions to compromised privacy, data integrity or protection of confidential information.

The Cybersecurity Department's implementation of extended detection and response (XDR) fuses identity, endpoint and infrastructure security, providing immediate context and enabling our rapid investigation of any potential security events by our 24/7 Security Operations Center (SOC). This capability is further enhanced by our extensive automation strategies, which automatically remedy security exposures.

DATA PRIVACY

We believe in the importance of data privacy and security as a fundamental principle of our operations. Compass Group has engaged in a comprehensive effort to inventory, map and classify the data we use. This effort supports our core principles of data minimization, privacy by design and honoring consumers' rights to their data. We have implemented a centralized, highly efficient method to process consumer data requests and communicate with them in a timely manner. Such efforts are reflected in our privacy policies found on our company webpages.

CYBERSECURITY

Our team of cybersecurity experts work tirelessly to protect the confidentiality, integrity and availability of client and customer data.

To comply with industry security standards, we keep systems in check with built-in redundancies and added protections. Some of the measures we take to enhance the protection of our clients' organizations include:

- Third-party partners that are PCI-, DSS- and/or SOC2-certified
- At-rest and in-transit encryption for all Canteen credit card transactions
- Annual reviews of all critical vendors

Investment Metrics



\$33M
invested annually

200K+
credit card readers



**ONGOING POS
UPGRADE AND
ENHANCEMENT PLANS**



30M+
credit/debit
transactions annually

**1 TB DATA/DAY FED
INTO CYBERSECURITY
ANALYTICS TOOL**

250K+
intrusion attempts
blocked annually







Markets

Imagine a space where your guests are engaged, inspired and energized. Our markets elevate your workplace with seamless 24/7 convenience, cutting-edge technology and curated products. Redefine break time and unleash your space's potential.



avenue 

Market Designs

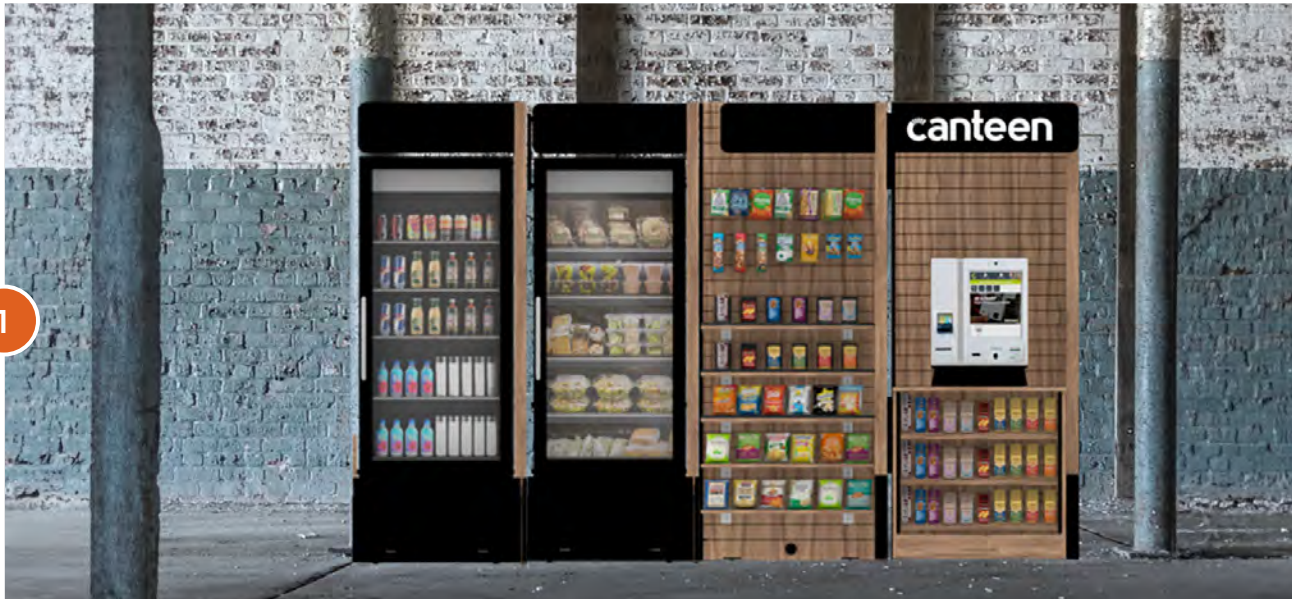
Experience a game-changing on-site marketplace for hassle-free snacking and dining. Our self-checkout markets boast customized retail spaces with hundreds of products. Explore the Avenue C difference.

Join more than 20,000 markets nationwide and transform your break room with our versatile Avenue C fixtures. Elevate your space with inviting setups and flexible checkout options to suit any requirement.

Prepare to welcome your guests to a world of clean, inviting shopping experiences that will leave them craving more. With multiple setups and checkout options, you have the freedom to accommodate any space requirements without compromising on style or functionality.

All our market offerings accept multiple payment options, including mobile payment via our Connect & Pay® app, allowing users to accrue reward points toward in-market discounts with every purchase.

MARKET OPTIONS



1

Small Market

Our small market is ideal for compact break rooms or anywhere space is more limited. The market offers 125-150 items, including single-serve packaged snacks and beverages, a limited selection of long-dated fresh food and a mobile scan-and-go payment option.



2

Lite Market

This space-friendly design fits just about anywhere offering 75-100 items including single-serve snacks and beverages and a mobile scan-and-go payment option.

Payment Options

PICO MARKET AND PICO MARKET+

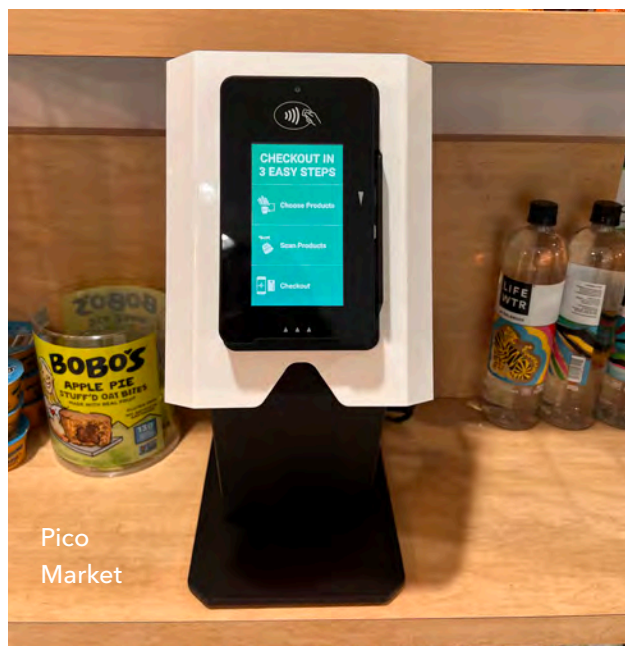
This intuitive design is sleek and simple. It offers a diverse product selection in a space-friendly package suitable for smaller offices, schools, distribution centers and more. For populations of 100-200, our Pico solution is the perfect fit. This space-friendly market solution:

- Can be mounted on a cooler or free-standing.
- Includes vertical swipe card insert.
- Has a cash option with our Pico Market+ design.
- Accepts credit cards, tap-to-pay and mobile payment via our Connect & Pay® app.
- Works on cellular or wireless internet.

KIOSKS

Our full build-out market solution is equipped with a payment kiosk that accepts credit cards, mobile wallets or cash to account. Our kiosks can also be programmed to accept employee cards. Kiosks are perfect for locations with a population of 200 or more.

The MM6 Mini is a high-speed, lightweight, ultra-quiet industrial PC. Its versatile, compact design ensures a premium Avenue C experience. It is equipped with a vibrant touchscreen that features layered product menus, easy navigation and informative purchase details.



Pico Market



Pico Market+



MM6 Mini

Our Food



CHOICE PLUS

With Choice Plus, we make the healthy choice the easy choice by supporting a healthier lifestyle on-the-go.

PRODUCT VARIETY

We offer hundreds of options to satisfy any craving throughout the day. Are you looking for a healthy snack? No problem. We offer a variety of gluten-free, non-GMO, organic, vegan and kosher options. Give your team and guests the snacks, meals and drinks they want. Below are just a few of the delicious options available in your market.

- **Breakfast** - Steak, egg and cheese wrap and turkey sausage and egg English muffin.
- **Salads** - Bacon, blue cheese and cranberry spinach salad, Caesar salad and chicken penne pesto salad.
- **Sandwiches** - Caprese mozzarella, Black Forest ham on marble rye with Swiss, Buffalo chicken multigrain wrap and roasted turkey and applewood bacon.

HEALTHY CHOICES

Choice Plus was designed by our team of registered dietitians and culinary experts to arm our consumers with the power of information. We curated a list of products that meet criteria supported by the latest nutrition and consumer research.

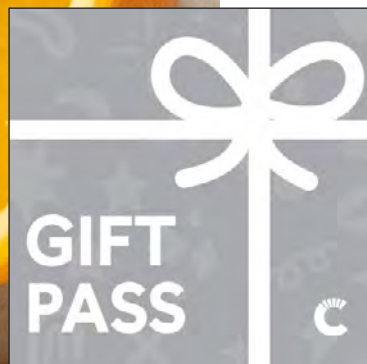
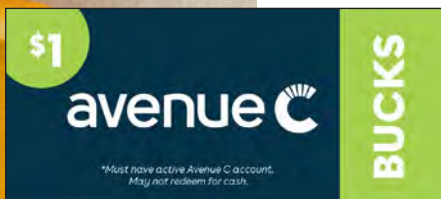
Beverage Options

We have specific criteria for beverages based on sugar/sweetener content and nutritional value.

Snack Options

- Fewer than 250 calories
- Zero grams of trans fat
- Fewer than 3 grams saturated fat
- Fewer than 230 milligrams of sodium
- Fewer than 20 grams of sugar





Marketing and Promotions

To get people excited about what's in store for them, we create robust marketing that encourages ongoing engagement.

MONTHLY PROMOTIONS

By paying close attention to trends and consistent market favorites, we curate and promote new products. In addition, we can help you create memorable experiences that will enhance company culture. Utilize promotions for grand openings, give-aways, events and trainings.

AVENUE C BUCKS

Avenue C Bucks are the perfect thank-you for associates, or as a handout before your next meeting as a cost-effective alternative to catering. Used like cash, these vouchers allow guests to fund their accounts and purchase favorite marketplace items.

GIFT PASS

Another way of showing employee appreciation is our Gift Pass. Using QR code technology, Gift Passes can be emailed or physically distributed - recipients simply scan the code at checkout to enjoy a drink, food item or snack. Whether it's a token of thanks, a holiday gift or a new associate welcome, you can customize the amount and even the expiration date.

MOOD MEDIA

Effective communication is the key to employee retention. Engage your employees with visual displays that entertain, inform, train and retain your staff:

- Highlight employee and team achievements
- Post corporate announcements and events
- Reinforce training and motivate staff





Vending

Our innovative solutions, product variety, customized packages and unmatched service have solidified our position as the leader in vending services since the start of the industry. Consistency and reliability are the foundation of our service – keeping our machines stocked, clean and running smoothly every day. Our network of corporate and franchise teams ensures we provide the same outstanding service throughout the country.

Solutions

From traditional machines to the latest AI-powered robot vendors, our equipment options will make your vending solution simple, accessible and adaptable to the unique needs of your guests:



Glass-front beverage



Glass-front snack



Glass-front food



Coffee

CANTEEN CONNECT

We make it easy to get in touch. Our vending machines feature a Connect label, allowing customers to connect directly to our app to access nutritional information, request service or a refund, and provide valuable feedback on the products and services offered. The Connect system lets us build reports and share insights tailored to your needs, continually identifying opportunities for improvement.



The Smallest Retail Store in the World

We specialize in unattended retail, designing solutions that provide intuitive and simple shopping while ensuring customers always have access to their favorite products. We use data analytics to keep top sellers readily available and rotate slow movers out for new and trending items, delivering the best possible experience through the world's smallest retail store.

Reliability

With help from our proprietary route accounting system, iVend, we know what you need when you need it. iVend provides instant access to product-specific sales and reports that enable us to make sure the right product is where it needs to be, when it needs to be there.

Each product we offer has a unique barcode or SKU assigned to it, allowing our route drivers to identify how each SKU is performing by handheld scanner. This vital insight lets our teams build the right product mix for every machine:

- Keep machines fully stocked:
 - Replace slow sellers with popular products
 - Customize product mix based on machine-specific data
 - Regularly introduce new items and rotate selections for increased variety
- Provide machine inventory tracking
- Automate cash auditing and credit collections
- Ensure reliable delivery processes through online route scheduling
- Provide accurate sales records using electronic data (DEX)
- Ensure accuracy of commission information





Strategic Pillars

Our company focuses on more than just bringing you the best food and beverages. Our positive impact extends from our local community to the global environment as a whole. As a Canteen partner, you'll see our programs focus on honoring diversity, creating a healthier environment and engaging in the local community.

Our Commitment to Diversity

Diversity, equity and inclusion are key to innovation, providing insights into our business that allow us to provide culturally sensitive products and services across all markets. Continued partnerships with our vast supplier network allow us to expand the breadth of available products to satisfy multicultural marketplaces across the country.

By celebrating diversity, equity and inclusion, we foster welcoming environments that nurture creativity and promote collaboration. We create opportunities for team members to learn, grow and achieve a culture of inclusion, reaping benefits for our associates, the organization and our client partners.

Diversity is emphasized through our Diversity and Inclusion Week, as well as our Diversity Champions and Diversity and Inclusion Action Council. These organizations promote diversity through awareness-building, communication and community events. We also developed National Inclusion Day to allow our teams to engage in fun activities, raising awareness and encouraging inclusive behavior among associates.

In addition, Compass Group's strategic partnership with Thompson Hospitality is superior to any other aimed at helping clients meet supplier diversity goals. For 25 years, we've developed a model to leverage the best of both worlds – proven economic savings and direct (i.e., Tier 1) Minority Business Enterprise participation. The outcome is a partnership that delivers valuable, streamlined solutions to every client we serve.

SUPPLIER DIVERSITY

Canteen is dedicated to supporting diverse-owned businesses across the country through our inclusive procurement initiatives. From snacks and beverages to cleaning supplies and coffee filters, our robust portfolio of over 100 (and growing!) diverse-owned suppliers allows you to support diverse and disadvantaged business and your communities through our partnership.

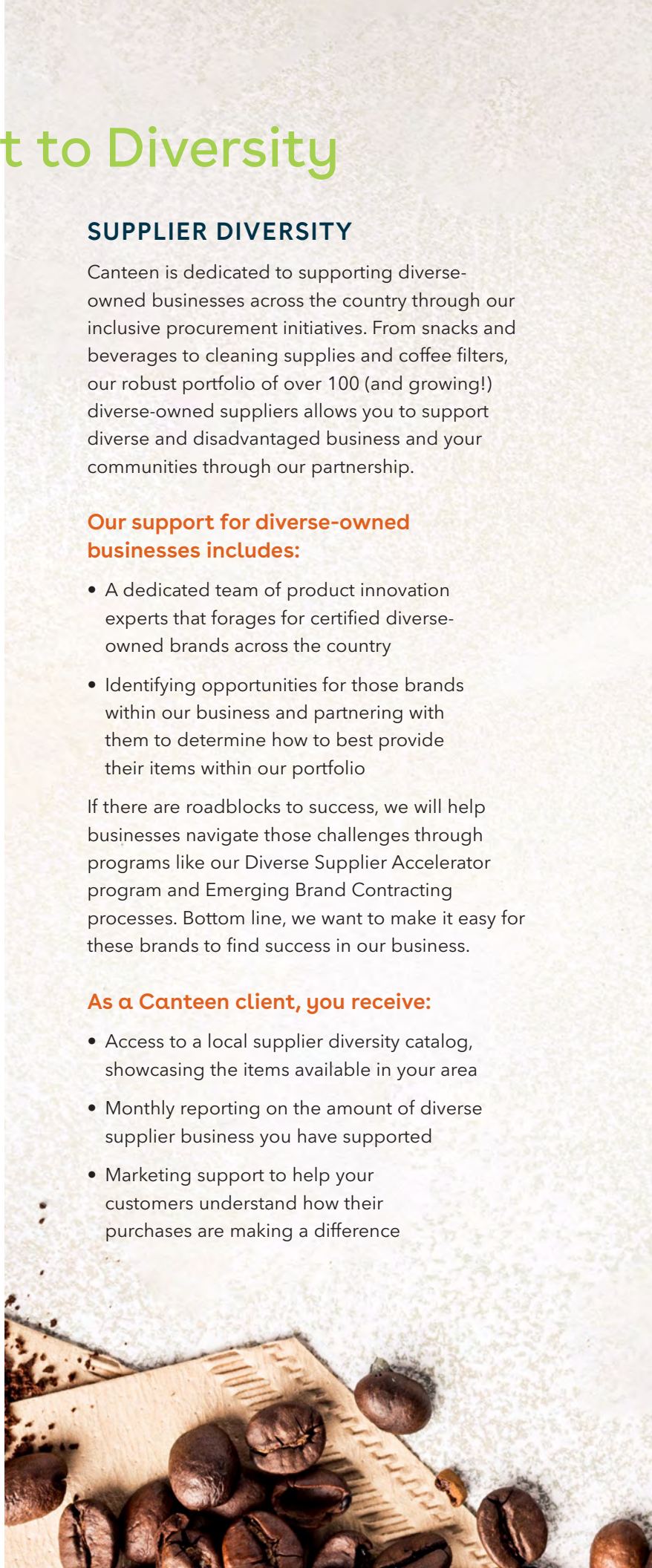
Our support for diverse-owned businesses includes:

- A dedicated team of product innovation experts that forages for certified diverse-owned brands across the country
- Identifying opportunities for those brands within our business and partnering with them to determine how to best provide their items within our portfolio

If there are roadblocks to success, we will help businesses navigate those challenges through programs like our Diverse Supplier Accelerator program and Emerging Brand Contracting processes. Bottom line, we want to make it easy for these brands to find success in our business.

As a Canteen client, you receive:

- Access to a local supplier diversity catalog, showcasing the items available in your area
- Monthly reporting on the amount of diverse supplier business you have supported
- Marketing support to help your customers understand how their purchases are making a difference





WHERE SPECIALTY COFFEE MEETS COMMUNITY IMPACT

BLK & Bold was born to help everyday coffee consumers increase their social impact footprint domestically via assisting urban youth defy their odds in pursuit of better futures. BLK & Bold's founders, Pernell and Rod, created the company with a desire to make purpose popular. They welcome the obligation to equip young people with tools to live their best lives and overcome familiar unfortunate circumstances by turning a daily ritual, enjoying a cup of coffee and tea, into a means of giving back.

BLK & Bold's Core Values

- Top-tier coffee, sustainably produced
- Uncompromised access
- Youth-centered
- B Corp. and M/WBE-certified

Top-Tier Quality

- 100% arabica, specialty coffee
- Fair and/or direct trade
- Naturally processed coffees
- Premium loose-leaf teas

Uncompromised Access


Normalizing access to specialty coffee via prioritizing mass retail, grocery and convenience.

Connecting with the Consumer

- Authentic, culturally relevant
- Diverse consumer community
- Nonpretentious voice, one with the people

BLK & Bold pledges 5% of its profits to initiatives aligned with sustaining youth programming, enhancing workforce development and eradicating youth homelessness.





**We strongly believe having a well-rounded supplier base helps
Compass Group better anticipate the needs of the people we
serve, be innovative and be intentional about building community.**



Twin Bee Coffee is a Black- and woman-owned business based in Massachusetts. At Twin Bee Coffee, coffee is believed to be a source of good in the world. Beyond the unique fruitiness and sparkling acidity of its Burundi coffees, its direct trade partnerships empower growers, encourage gender equity and help build self-sustaining communities.

The origin of the name Twin Bee is the Kirundi word Uruyuki ("bee"), which acknowledges the industrious nature of the Burundian people and the natural dependency coffee plants have on our other partners, bees.



Founded in 1983, Le Chef Bakery specializes in high-end baked goods ranging from decadent desserts, various breads and a comprehensive line of breakfast pastries to frozen dough and more.

Le Chef continues to be family-owned and operated, and unwavering in its emphasis on providing customers, vendors and employees with personalized and customized service. Fair business practices, a long-standing respect for the workforce and a steadfast allegiance to world-class customer service have earned Le Chef lasting relationships in the industry.



Founded in 2014, Oakland-based Red Bay Coffee has deep roots in the San Francisco Bay Area specialty-coffee industry. Red Bay Coffee's firm commitment to ensure coffee production as a vehicle for diversity, inclusion, social and economic restoration, inclusive hiring practices and environmental sustainability makes it a perfect match for Lexington-Fayette Urban County Government Division of Community Corrections Vending Services.

We will be proud to serve the delicious roasts created by this minority-owned Bay-area favorite.



Our People

We know our associates are a key component to our continued success and client satisfaction. We empower each associate with an entrepreneurial spirit and encourage multidisciplinary leaders to work without walls, providing fully integrated solutions to both associates and clients. By breaking down barriers, we provide holistic solutions to solve even the most challenging business issues.

BENEFITS

We pride ourselves on providing holistic solutions not only for our clients, but for our associates' families and domestic partners as well. Instead of offering a one-size-fits-all benefits programs, we offer flexible choices so each associate can customize benefits based on individual needs. Core benefits include health insurance consisting of medical, dental and vision; personal accident insurance; long-term and short-term disability; healthcare spending account; associate, spouse/partner and child life insurance; dependent-care spending account; employee assistance program; and matched 401(k) program. We offer our associates benefit credits, which work like cash and are based on salary, completed years of service and the cost of basic long-term disability coverage.

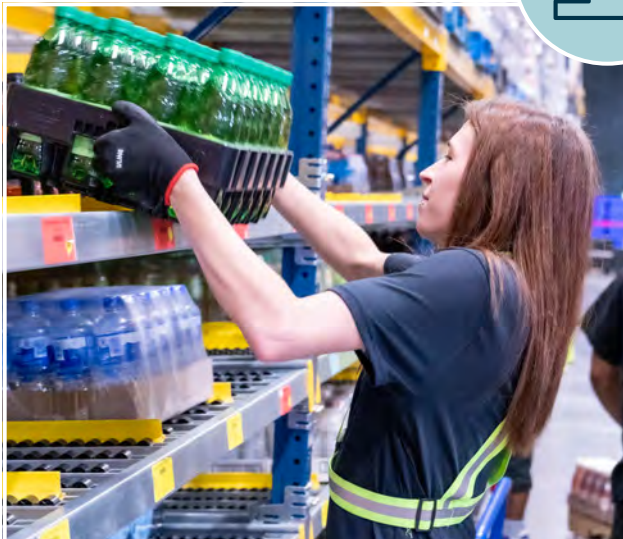
altogethergreat

At altogethergreat.com, Canteen associates can find information about benefits and employee programs, discover road maps for career advancement and connect with fellow associates. The site is continually updated with news, feature stories and associate programs including:

- **Online Benefits Center** - A convenient portal for associates to enroll in and manage health benefits, retirement and savings accounts.
- **Wellness Center** - A comprehensive approach to wellness offering health assessments and preventive care, as well as paid time off to receive such care.
- **Career Center** - An extensive range of learning opportunities for associates, whether they are at the beginning of their career or are a senior-level manager, including mentoring program, online job search agent, educational assistance and communications center.

ACCELERATED MANAGER PROGRAM

Career path planning is part of our culture. Whether you join us in our Accelerated Manager Program (AMP) or as a seasoned professional, we have the tools and training to ensure long-term success.



COMMITMENT TO ADVANCEMENT

Cash In On Growth

Our Cash In On Growth program is a universal incentive program that provides an opportunity for every Canteen associate, hourly or salaried, to earn quarterly incentives. Working together to achieve shared goals pays off.

Proudly Hiring Veterans

Canteen is now leveraging the **DOD SkillBridge** program as an important part of our effort to hire those who have served our country. This partnership enables us to connect directly with service members, allowing us to utilize their skills and experiences to help our organization grow and thrive. Further, each November, we celebrate our veterans with special recognition and group outings, making sure to say “thank you” to those who have bravely served and protected the United States.

Additionally, through Tradecraft we support **Veteran Roasters Coffee**, whose mission is to find veterans who are homeless or at risk of becoming homeless and help them gain back their dignity while roasting some great coffee. Veteran Roasters trains and employs veterans to help get them back on their feet.


DODSKILLBRIDGE

Veteran
ROASTERS
COFFEE WITH
A PURPOSE

Sustainability

DRIVING AWARENESS WITH INDUSTRY-LEADING MEASURES

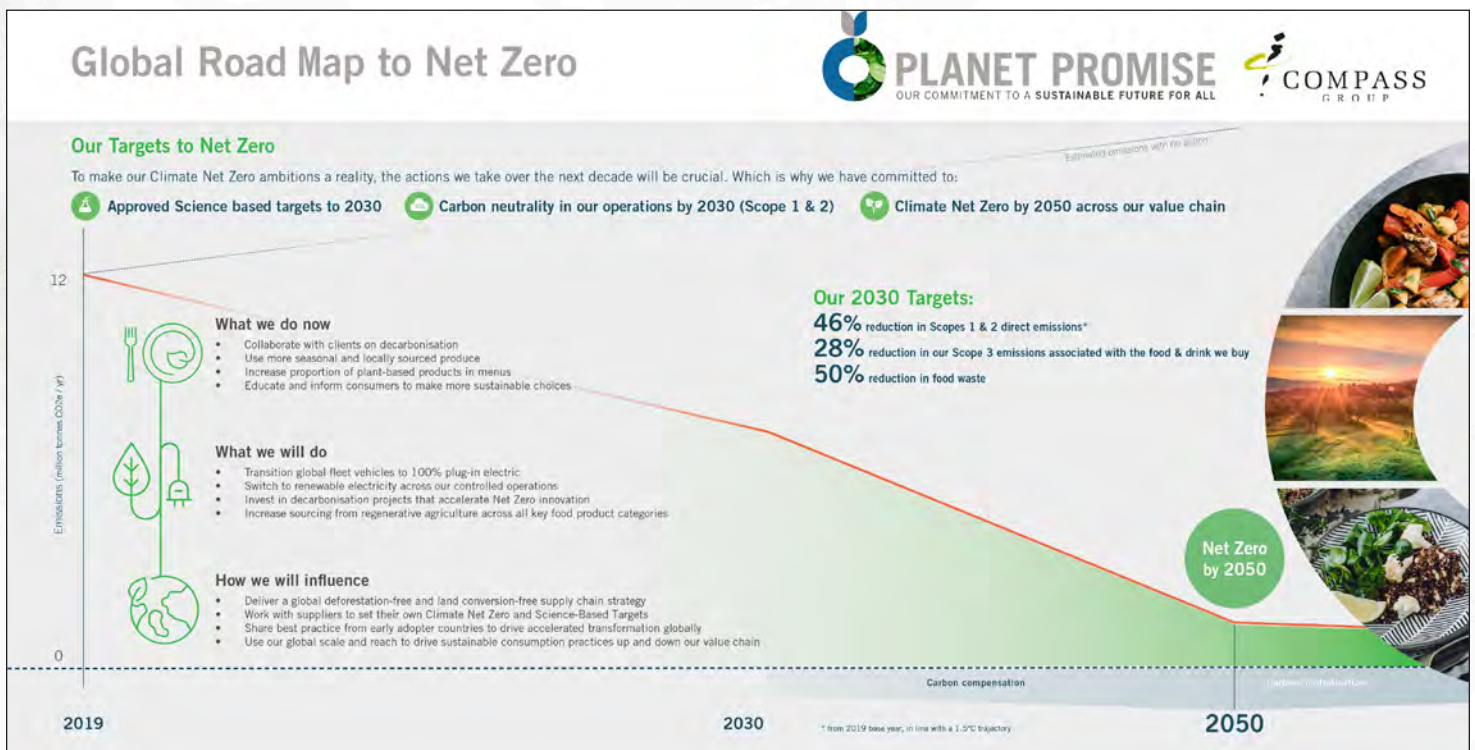
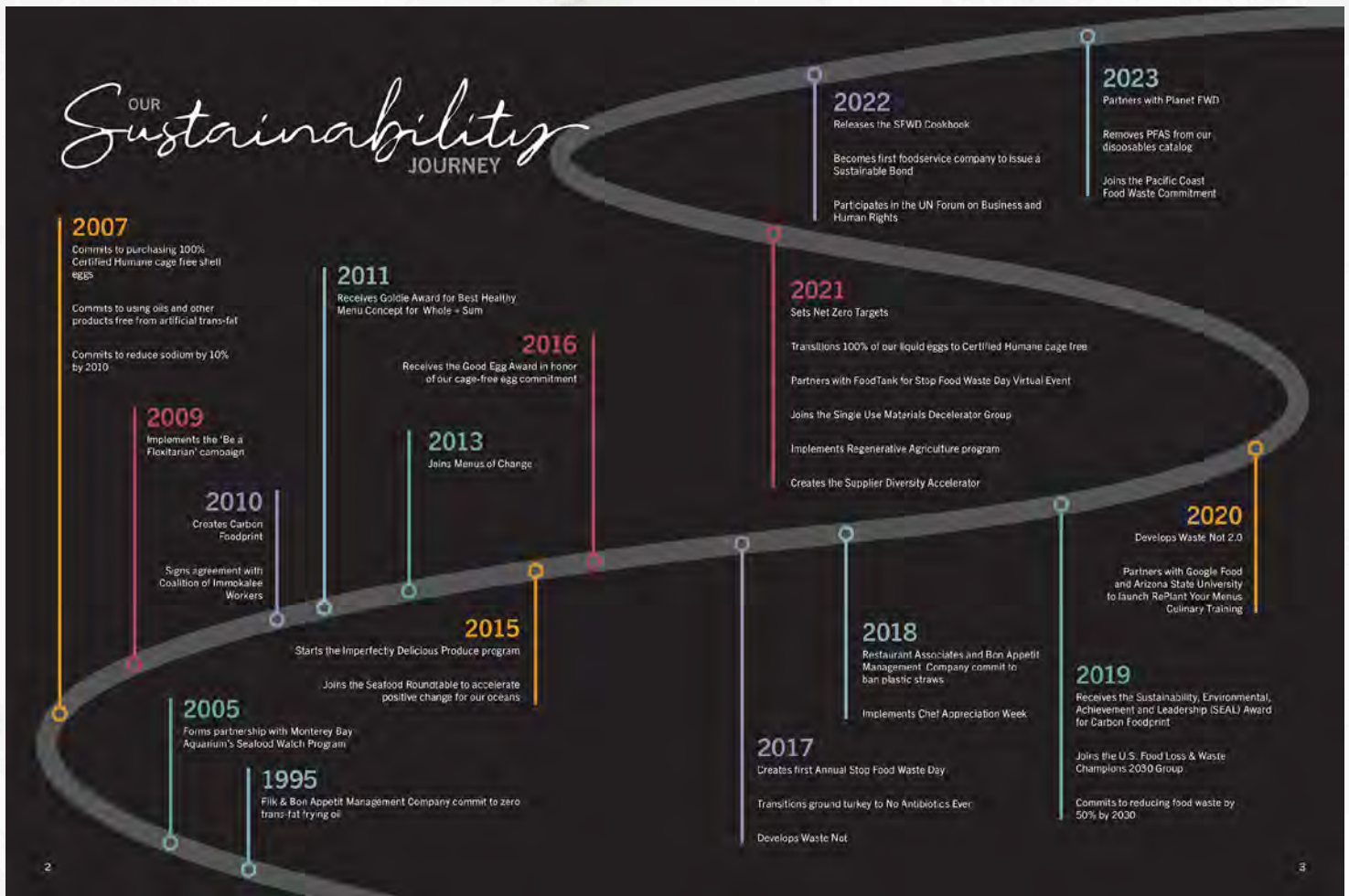
At Canteen, doing the right thing is at the core of our balanced culture. This approach empowers us to advocate for change, push for transparency, and be more socially and environmentally responsible. For over a decade, Canteen and our parent company, Compass Group, have been pioneers in the industry for our sustainability commitments.

CANTEEN'S ROAD MAP TO NET ZERO

Our Global Road Map to Net Zero is built on a foundation of approved science-based targets; our commitment to carbon neutrality in our operations by 2030; and our commitment to reach climate net zero by 2050. We are working to achieve these targets at Canteen through a variety of ways, such as combating food waste, cutting operational waste, promoting plant-forward menu options and making our warehouse operations more energy efficient. We must work collaboratively with our partners and suppliers to ensure they're also making progress toward their climate goals. If they have yet to set goals, we'll encourage them to do so. It will take all of us working together to make real change.

Canteen will always leverage our scale, passion and expertise to target areas that significantly impact the environment. This means we will work together with clients, consumers and suppliers to take measurable steps to create a sustainable future for all.





OUR PARTNERSHIP COMMITMENTS

At Canteen, we know sustainability is not just about the planet – it's also smart business. We offer our clients efficient solutions that deliver progress through innovation and measurable practices. As your partner, we can support your sustainability goals with a wide variety of initiatives. Our specialized team of innovators provide industry knowledge that reaches far beyond what's typically offered and will customize your sustainability platform to reflect the needs of your organization. Actions include:

Creating a circular economy

- Zero-waste and circular solutions like reusable totes in our warehouses versus cardboard boxes
- Reusable pallet wraps instead of plastic
- Plastic-free beverage programs
- Package-reduced options and package-free bulk snack and beverage dispensing programs in certain markets
- Recycled or repurposed materials in shelving, racks and build-outs
- Plant-based and compostable disposables
- Customer education and engagement
- National partnership with Feeding America

Reducing carbon impact

- Low-carbon break rooms with greenhouse gas consultation and quantification
- Energy conservation devices on equipment to reduce power consumption
- LED lighting in snack and beverage machines
- Energy Star equipment

To learn about Canteen's sustainability journey, click or scan the QR code.



Our Balanced Culture Approach

Our approach ensures people and purpose are equally as important as strong financial performance. Providing services and products that are more socially responsible and better for our planet drives our approach and long-term strategy.



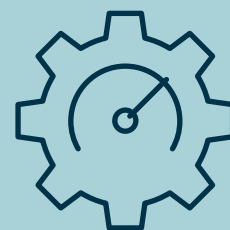
PEOPLE

Well-being • Socially Responsible



PURPOSE

Good for People • Good for the Planet



PERFORMANCE

Commercial Results



Case Study

HOW CANTEEN HELPED ONE CLIENT REDUCE PACKAGING WASTE BY 28%

THE SITUATION

On-site with 17 break rooms
28 snacks and candy SKUs

THE ACTION

Converted eight SKUs to package-free bulk dispensing
Introduced reusable serving ramekins

THE OUTCOME



155,000
snack packages
avoided per year



740 lbs.
of plastic packages
avoided, a 28% reduction



700 kg
of CO2e emissions
avoided per year

PRIORITIZING RESPONSIBLE SOURCING

Canteen leads the industry in responsible sourcing. Our team is committed to continuous improvement of our socially responsible sourcing practices in alignment with industry-accepted certifications and standards. We source:

- Products from certified diverse suppliers – from small business enterprises to veteran-, women- and minority-owned businesses
- Local and regional products
- Ethical coffee
- rBGH-free milk and yogurt products
- Cage-free eggs

Performance Tracking

Canteen tracks performance against product category targets in pursuit of continuous improvement. Accomplishments from 2023:

- 97% of milk and 95% of our yogurt was rBGH-free
- 79% of our eggs were cage-free
- 53% of coffee was certified through one of the following industry-accepted ethical and sustainable production standards: Fair Trade, Rainforest Alliance and CAFE Practices

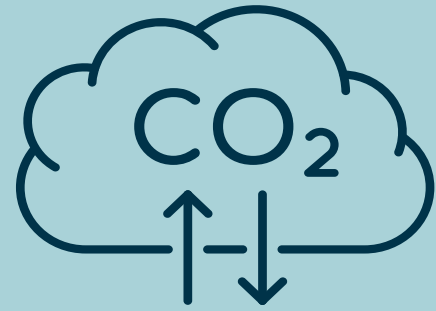
OUR COMMITMENTS

**46%
reduction**

in Scope 1 (direct)
and 2 (indirect) GHG
emissions by 2030 from
the 2019 baseline.

**28%
reduction**

in absolute Scope 3 (indirect)
GHG emissions from all food
and drink purchased by 2030
from the 2019 baseline.



CANTEEN'S CARBON REDUCTION ACTIONS IN 2023

Canteen is building on our established carbon-neutral strategy by expanding best practices to our warehouses nationwide, continuing to build a culture of sustainability into our everyday operations. This includes:

- Increasing renewable energy sourcing
- Implementing energy-efficiency initiatives to decrease energy consumption
- Reducing waste going to landfills through enhanced source reduction and waste diversion initiatives

Our long-term vision for our fleet includes alternative fuel vehicles (AFVs) including electric trucks. Existing technology is finally catching up to our fleet needs and, in 2023, we rolled out a pilot of 10 electric delivery trucks at two sites. Canteen continuously seeks out new technology to improve our current fleet's efficiency. We have avoided nearly 8,000 metric tons of carbon emissions, the equivalent of planting more than 132,000 trees. How? By implementing programs focused on fleet efficiency and driver safety.

Additionally, we are continuing to work with suppliers to build our portfolio of locally sourced, low-carbon and regenerative agriculture-certified snack foods and beverages, and reduce or eliminate excess packaging.

We are also piloting an initial supplier outreach strategy to get a baseline understanding of our suppliers' GHG emissions reduction efforts and where we should be focusing our GHG reduction efforts in our supply chain.

LEADING THE FIGHT IN FOOD WASTE

We are proud of our accomplishments in the fight against food waste. In fact, we have set a goal to combat waste 50% by 2030. Through improved associate education and key partnerships, we're on our way to reach this important milestone.



Feeding America is one of the largest nonprofit food recovery organizations in the nation. Canteen partners with Feeding America to recover food and beverage products about to expire before they become landfill-bound waste. The Feeding America network of more than 200 food banks helped Canteen support the recovery of 300,000 pounds of food in 2022, where it was distributed to food pantries and other agencies.



Waste Not is a proprietary and chef-centric, cloud-based waste tracking system. It has a proven track record of reducing food waste in Compass Group's dining facilities by 20%-40%. Canteen's full-service dining centers use Waste Not in our operations.



COMPASS GROUP COMMITS TO GLOBAL CLIMATE NET ZERO

As the worldwide leader in foodservice, we have a responsibility to contribute to our industry through ethical, sustainable and inclusive business practices. That's why we've committed to reach net-zero greenhouse gas (GHG) emissions across our global operations and value chain by 2050.

This forward-thinking target makes Compass Group the first international company of our kind to announce a sweeping commitment to a 2050 net-zero emissions economy. It includes ambitious emissions reduction targets over the next decade that have been validated by the Science Based Targets initiative (SBTi), and a further commitment to be carbon neutral in our worldwide operations by 2030.



Dominic Blakemore, Chief Executive Officer of Compass Group PLC, says, "Compass Group's new global climate net-zero target reflects our teams' commitment to sustainable

sourcing, eliminating food waste and transforming our environmental impact. As the world's largest foodservices group - operating at the heart of the global food supply chain - we are in a unique position to influence real change by working in partnership with our suppliers and encouraging sustainable consumption from the clients and consumers we serve every day."

In addition to investing in climate-positive projects worldwide to support decarbonization, reforestation, biodiversity, and freshwater, land and ocean preservation initiatives, our actions include:

- Transition all fleet vehicles globally to 100% plug-in electric
- Switch to renewable electricity across all our operations
- Reformulate menus to be low-carbon and use plant-based proteins
- Increase sourcing from regenerative agriculture
- Focus on packaging solutions to further reduce single-use plastic
- Reduce food waste in global operations by 50% by 2030
- Increase share of seasonal and locally sourced produce
- Deliver a global deforestation-free and land conversion-free supply chain strategy

Our sustainability strategy will always include bold actions and global collaboration, and this recent step marks the first initiative in our latest plan, Planet Promise - Compass Group's companywide commitment to a sustainable future for all.

We pledge to use our scale and reach to influence and work with clients, industry associates, governments and suppliers to reduce their direct GHG emissions, and to set their own net-zero and SBT initiatives to help create a more sustainable global food system for all.



canteen ♥cares

MAKING AN IMPACT IN THE COMMUNITIES WE SERVE

As a company and a family, we pride ourselves on being active members of the community. We strive to empower the communities where we live and work through our Canteen Cares initiative, whether it's producing meal kits for remote school feeding, supplying food and water for disaster relief, providing clean drinking water to communities around the world and so much more. Additionally, we focus on celebrating and supporting military veterans, as well as fighting for hunger relief with food recovery partnerships and innovations. We also encourage every local Canteen team to take part in their own initiatives, spreading our passion for involvement to communities, families and individuals across the country.



These are just some of the groups our teams support with local partnerships that strive to make a difference.

- **AMikids** helps at-risk youth find a brighter tomorrow. <https://www.amikids.org>
- **The Storehouse:** Supported by Canteen's Texas Division, the four programs of The Storehouse work to feed, clothe and care holistically for its neighbors.
- **Camp SOAR** (Special Olympics Athlete Retreat) encourages current athletes and recruits new athletes to the Special Olympics. <https://sonc.net/local-programs/mecklenburg-county/camp-soar>
- **Covenant House** provides housing and supportive services to youth facing homelessness. <https://www.covenanthouse.org>
- **Mooseheart** is a residential childcare facility, located on a 1,000-acre campus 38 miles west of Chicago. <https://www.mooseheart.org>
- **U.S.VETS** is on a mission to end veteran homelessness in the United States. <https://usvets.org/locations/phoenix>





18	1/5/2014	\$ 3,650.45
17	1/4/2014	\$ 3,650.45
16	1/3/2014	\$ 3,650.45
15	1/2/2014	\$ 3,650.45
14	1/1/2014	\$ 3,650.45
13	1/12/2013	\$ 3,650.45
12	1/11/2013	\$ 3,650.45
11	1/10/2013	\$ 3,650.45
10	1/9/2013	\$ 3,650.45
9	1/8/2013	\$ 3,650.45
8	1/7/2013	\$ 3,650.45
7	1/6/2013	\$ 3,650.45
6	1/5/2013	\$ 3,650.45

ACTUAL SUMMARY

USE: Enter your budget for each category in the **Summary By Category** transactions on the **Transactions** sheet to see how your actual spending compares

BUDGET VS. AC

\$125.00

\$250.00

\$375.00

\$500.00

The background of the slide features a collage of financial-related images. On the left, there's a close-up of a document with a table containing columns for 'No.', 'Payment Date', and 'Payment Due'. The dates listed are 1/1/2013, 1/2/2013, 1/3/2013, and 1/4/2013. To the right of the table, there's a bar chart with three bars representing the years 2017, 2018, and 2019. The bars are blue and show an increasing trend. The overall color scheme is dark blue with white text.

Financials

To deliver an innovative vending & markets service solution for Lexington-Fayette Urban County Government Division of Community Corrections Vending Services, we have built a financial model for you that includes both human resource expertise and capital investment to fund new and engaging concepts.

Product Pricing

Based on our discussions, the information you provided us and our analysis of your needs, we have developed the following pricing plan. Canteen will operate vended refreshment services at your facility under a profit-and-loss scenario. We will vend all products at mutually agreed upon price levels.

Corrections Vending Area	Pricing	Commission %
Candy	\$1.75	10%
Crackers	\$1.00	10%
Chips, Cookies & Pretzels	\$1.25	10%
Fresh Pastry	\$1.75	10%
Energy/Nutrition/Protein	\$3.00	10%
Meat Snacks	\$3.00	10%
20 oz. Bottle Beverages	\$2.00	10%
Juice	\$2.25	10%
Energy Drinks	\$3.50	10%
Cold Coffee	\$3.75	10%
Gatorade/Isotonic	\$2.25	10%
Premium Tea	\$2.00	10%

Lobby Area	Pricing	Commission %
Candy	\$2.00	25%
Crackers	\$1.00	25%
Chips, Cookies & Pretzels	\$1.50	25%
Fresh Pastry	\$2.00	25%
Energy/Nutrition/Protein	\$3.25	25%
Meat Snacks	\$3.25	25%
20 oz. Bottle Beverages	\$2.50	25%
Juice	\$2.25	25%
Energy Drinks	\$3.75	25%
Cold Coffee	\$4.00	25%
Gatorade/Isotonic	\$2.50	25%
Premium Tea	\$2.50	2 25% 5

Officer Dining Market Area	Pricing	Commission %
Salty Snacks	\$1.25	0
Meat Snacks	\$1.99	0
Nutrition Bar	\$2.09	0
Nuts/Trail Mix/Granola	\$1.79	0
Crackers	\$0.89	0
Candy	\$1.75	0
Cookies	\$1.25	0
Pastry & Bakery	\$1.75	0
20 oz. Assorted Bottle Beverages	\$2.00	0
Energy	\$3.49	0
RTD Coffee	\$3.99	0
Hydration/Sports	\$2.25	0
Water	\$2.00	0
Flavored Noncarb	\$1.69	0
Juice	\$2.00	0
Tea	\$2.39	0
Vitamin Enhanced	\$2.69	0
Milk	\$1.59	0
Breakfast and Lunch Food Options	\$2.00- \$8.00	0

Commission Statement

In most instances, sales increase because of several factors: the introduction of new product lines, a variety of beverages, large-size snack options and greater convenience and dependability. You can expect your return will also increase proportionately. At the close of each accounting period, Canteen will submit to you a computerized report indicating the sales generated from the service operation. Included with the report will be a commission check calculated on a percentage of those sales.

```
~v708fcomm-5526--van52--
PERIOD COMMISSION STATEMENT BY VEND ACCOUNT ZCLSSD7080
Report : ZCLSSD7080                      Compass Group USA, Inc.      Date: 03/25/2019
User ID : REYNOP01                      Period Commission Statement by Vend Account  Time: 11:45:11
Page : 1                                Period Ending 02/28/2019      System: FRD 020
Operation: 5526
```

0 - 5369

Sum Code: 00

Machine	Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Location: 001 Entrance							
69928	CAN BEV	1.00	63	63.00	0.00	63.00	12.60
	CANDY	1.25	16	20.00	0.00	20.00	4.00
	CREDIT CARD FEE	0.05	20	1.00	0.09	0.91	0.18
	LG SNACKS	1.07	39	41.75	0.00	41.75	8.35
	NON CARB BEV	1.25	13	16.25	1.30	14.95	2.99
	PASTRY	1.25	5	6.25	0.00	6.25	1.25
	* Machine Totals:		156	148.25	1.39	146.86	29.37
	** Location Totals:		156	148.25	1.39	146.86	29.37
	*** Account Totals:		156	148.25	1.39	146.86	29.37

```
~v708fcomm-5526--van52--
PERIOD COMMISSION STATEMENT BY VEND ACCOUNT ZCLSSD7080
Report : ZCLSSD7080                      Compass Group USA, Inc.      Date: 03/25/2019
User ID : REYNOP01                      Period Commission Statement by Vend Account  Time: 11:45:11
Page : 2                                Period Ending 02/28/2019      System: FRD 020
Operation: 5526
```

0 - ****

Sum Code: **

Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Sub Branch Totals			148.25	1.39	146.86	29.37

Licenses, Permits and Insurance

All licenses and permits required for your services will be provided by Canteen. All necessary insurance coverage is carried by Canteen.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/20/2023																																																	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																					
PRODUCER MARSH USA, LLC TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326			CONTACT NAME: Randi K. Nowell, CPCU, ARM PHONE (A/C No. Ext): 404-895-3102 FAX (A/C No.): E-MAIL: Compasscerts@Marsh.com ADDRESS:																																																		
CN102832071-Compa-UMB10-23- CORP RSKMG RSKMG			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : All Insurance Co</td> <td>19399</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER B : All Insurance Co	19399	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D :		INSURER E :		INSURER F :																																			
INSURER(S) AFFORDING COVERAGE	NAIC #																																																				
INSURER A : National Union Fire Ins Co. of Pittsburgh PA	19445																																																				
INSURER B : All Insurance Co	19399																																																				
INSURER C : ACE Property And Casualty Ins Co	20699																																																				
INSURER D :																																																					
INSURER E :																																																					
INSURER F :																																																					
INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217																																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">COVERAGES</th> <th style="text-align: left;">CERTIFICATE NUMBER:</th> <th style="text-align: left;">REVISION NUMBER:</th> </tr> <tr> <td colspan="3"> ATL-005496754-42 11 </td> </tr> </table> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL SUBR INSD WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </td> <td></td> <td>GL 6547187</td> <td>09/30/2023</td> <td>09/30/2024</td> <td> EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$ </td> </tr> <tr> <td>A</td> <td> <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: </td> <td></td> <td> AL 7030998 (AOS) AL 7030999 (MA) AL 7031003 (Garage Liability) Self Insured for Physical Damage </td> <td>09/30/2023</td> <td>09/30/2024</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ </td> </tr> <tr> <td>C</td> <td> <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 </td> <td></td> <td>XOO G27738631 009</td> <td>09/30/2023</td> <td>09/30/2024</td> <td> EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ </td> </tr> <tr> <td>B</td> <td> <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: </td> <td>Y/N N</td> <td> WC 49154356 (AOS) WC 49154358 (CA) See Acord 101 </td> <td>09/30/2023</td> <td>09/30/2024</td> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 </td> </tr> <tr> <td>A</td> <td>Liquor Liability</td> <td></td> <td> GL6547185 SIR: \$1,000,000 </td> <td>09/30/2023</td> <td>09/30/2024</td> <td> Each Common Cause 1,000,000 Aggregate 10,000,000 </td> </tr> </tbody> </table> <p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance:</p>						COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	ATL-005496754-42 11			INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 6547187	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$	A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		AL 7030998 (AOS) AL 7030999 (MA) AL 7031003 (Garage Liability) Self Insured for Physical Damage	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		XOO G27738631 009	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$	B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N	WC 49154356 (AOS) WC 49154358 (CA) See Acord 101	09/30/2023	09/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	A	Liquor Liability		GL6547185 SIR: \$1,000,000	09/30/2023	09/30/2024	Each Common Cause 1,000,000 Aggregate 10,000,000
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																																			
ATL-005496754-42 11																																																					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																															
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 6547187	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$																																															
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		AL 7030998 (AOS) AL 7030999 (MA) AL 7031003 (Garage Liability) Self Insured for Physical Damage	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																																															
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		XOO G27738631 009	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$																																															
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N	WC 49154356 (AOS) WC 49154358 (CA) See Acord 101	09/30/2023	09/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000																																															
A	Liquor Liability		GL6547185 SIR: \$1,000,000	09/30/2023	09/30/2024	Each Common Cause 1,000,000 Aggregate 10,000,000																																															
CERTIFICATE HOLDER Compass Group USA, Inc. 2400 Yorkmont Road. Charlotte, NC 28217			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Marsh USA LLC</i></div>																																																		

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN102832071

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Workers Compensation Policy #WC49154356(AOS POLICY) Covers ALL States except: CA, WI and OH

Carrier: New Hampshire Insurance Company

Policy Number: WC 49154359

Effective Date: 09/30/2023

Expiration Date: 09/30/2024

Policy Covers States of: WI

Stop Gap Coverage: ND, OH, WA, WY.

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

Workers Compensation Continued:

Carrier: National Union Fire Ins. Co. of PA

Policy Number: XW 1647437

Effective Date: 09/30/2023

Expiration Date: 09/30/2024

Policy Covers States of: OH (Excess WC)

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

ADDITIONAL INFORMATION

Umbrella is follow form of primary Commercial General Liability, Automobile Liability, Liquor Liability and Employers Liability policies subject to policy terms, conditions and exclusions





Letter of Intent

Date: _____

Brad Giles
Regional Sales Director
Canteen
808 Newtown Circle
Lexington, KY 40511

Dear Brad,

Please accept this letter as our official notification to you of our acceptance of Canteen's proposal for vending and market services for Lexington-Fayette Urban County Government Division of Community Corrections Vending Services.

We will expect your firm to be fully operational in our facilities beginning on _____ .

Company

Name

Title

Signature

Let Us Know How We Can Serve You

www.canteen.com





