

INVITATION FOR BID



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Cynthia Adkins
Procurement Officer I
Telephone: (573) 526-6402
cynthia.adkins@doc.mo.gov**

IFB931Y20708262

**Vending Machine Services
FOR
Department of Corrections
Hannibal Community Supervision Center**

**Contract Period:
January 1, 2020 through December 31, 2020**

**Date of Issue: October 7, 2019
Page 1 of 35**

**Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, October 29, 2019**

Sealed bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The vendor should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

Company Name: Otto Vending Service, Inc.
Mailing Address: 2513 Ellington Road
City, State, Zip: Quincy, IL 62305
Telephone: 217-222-3343 Fax: 217-222-3382
Email: Smoth92@ottovending.com
Authorized Signer's Printed Name and Title: Michael E. Otto - President
Authorized Signature: Michael E Otto Date: 10/11/19

NOTICE OF AWARD: This bid is accepted by the Missouri Department of Corrections as follows: **IN ITS ENTIRETY**
Contract No. Y20708262

Julie Kempker
Julie Kempker, Director, Division of Probation and Parole Date: 10-31-19

The original cover page, including amendments, should be signed and returned with the bid

**EXHIBIT A,
Pricing Page**

The vendor must state a firm, fixed commission rate as a percentage of gross sales for the original contract period, 1st renewal period and 2nd renewal period.

Line Item	Original Contract Period	First Renewal Period	Second Renewal Period
001	<u>15</u> % of Gross Sales	<u>15</u> % of Gross Sales	<u>15</u> % of Gross Sales

By signing, the vendor hereby declares understanding, agreement, and certification of compliance to provide the services at the percentages quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The vendor further agrees that the language of this IFB shall govern in the event of a conflict with its bid.

Company Name: Otto Vending Service, Inc.

Authorized Signature: Michael Otto Printed Name: Michael Otto

Date: 10/11/19 Email Address: Smotto92@ottovending.com

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Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Date: _____

NOTICE OF AWARD: This bid is accepted by the Missouri Department of Corrections as follows:
Contract No. _____

Julie Kempker, Director, Division of Probation and Parole Date

The original cover page, including amendments, should be signed and returned with the bid

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1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

- 1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for vending machine services for the Hannibal Community Supervision Center (hereinafter referred to as HCSC) located at the following address.

Hannibal Community Supervision Center
2002 Warren Barrett Drive
Hannibal, MO 63401

1.2 Questions Regarding the IFB:

- 1.2.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.
- a. Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts with other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the Buyer of Record.
 - b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at cynthia.adkins@doc.mo.gov.
 - c. The Department will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment as the questions and issues did not provide further clarity to the IFB. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

1.3 Background Information:

- 1.3.1 The HCSC is a transitional residential facility that has a housing capacity of 45 male offenders.
- 1.3.2 Estimated Gross Sales – Gross sales at HCSC average approximately \$14,242.90 per year. Future sales are not guaranteed.

- 1.3.3 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the IFB.
- 1.3.4 This IFB is a re-bid of IFB931Y19708132, as no bids were received by the target date.
- 1.3.5 A current contract exists for the services being obtained via this IFB.
- a. Viewing the contract - A copy of the contract can be viewed and printed from the Department's website located on the Internet at:

<https://doc.mo.gov/divisions/human-services/purchasing>

Please reference contract number Y15708470 when searching for the document.

1.4 General Information:

- 1.4.1 Terms and Conditions - It is recommended that all vendors review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:
- Open Competition
 - Submission of Bids
 - Preparation of Bids
 - Evaluation and Award

1.5 Tour of Facility:

- 1.5.1 The vendor may tour the facility prior to submitting a bid for vending machine services. Any vendor wishing to tour the facility must contact Jill Chandler, Storekeeper II/designee at (573) 248-2450 or at jill.chandler@doc.mo.gov, Monday through Friday, 8:00 a.m. to 4:00 p.m., at least four (4) days prior to desired tour date.
- 1.5.2 Any potential vendor interested in participating in a tour of the facility must provide the full name and valid Missouri driver's license number of each individual planning to attend a facility tour. If the vendor does not have a valid Missouri driver's license, their social security number and date of birth are required.
- a. Each potential vendor is limited to two (2) individuals at a tour of the facility.
- b. Each person attending a tour will be required to have a valid government issued ID. Cell phones, cameras, tape recorders and purses will not be permitted inside the facility.
- c. The Department reserves the right to accept or reject any person requesting a tour of the facility.
- d. Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Cynthia Adkins at (573) 526-6402 or cynthia.adkins@doc.mo.gov.
- 1.5.3 A tour of the facility is not required in order to submit a bid. Each vendor is solely responsible for a prudent and complete inspection, examination, and assessment of the work site conditions, facilities and/or other existing condition, factor, or item that may affect or impact on the performance or service described and required by the contractual requirements. The vendor shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to; (1) the vendor's failure to tour the facility, and (2) the vendor's failure to observe existing conditions, etc.

- 1.5.4 Vendors are strongly encouraged to advise the Department designee referred to in paragraph 1.5.1 at least five (5) days prior to touring the facility of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

END OF SECTION 1: INTRODUCTION AND GENERAL INFORMATION

**EXHIBIT C,
REFUND PROCEDURE AND FAMILIARITY OF BUILDINGS**

Refund Procedure:

Vendor must state below its refund procedure as described in Section 4.6 of the IFB.

Familiarity of Buildings:

The vendor must document a thorough knowledge of the equipment and service areas based on either; (1) the vendor’s attendance of a site tour, or (2) through knowledge of the equipment and service areas gained from some other means.

_____ **I attended a site inspection of the equipment and service areas.** (The attendance record shall verify the vendor’s attendance.)

_____ **I did not attend a site inspection of the equipment and service areas.** (The vendor must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the equipment and service areas. The vendor is advised that neither the review of building floor plans nor an unscheduled independent public viewing give an accurate account of knowledge of the equipment and service area for vending machine service purposes.)

Explanation: _____

EXHIBIT E,
MISCELLANEOUS INFORMATION

Missouri Secretary of State/Authorization to Transact Business

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must be either registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.2, RSMo. http://revisor.mo.gov/main/OneSection.aspx?section=351.572</p>	
<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____ Missouri State Charter # _____</p>
<p>If the vendor is not required to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.2, RSMo.</p>	<p>State specific exemption _____ (List section and paragraph number) Stated in section 351.572.2 RSMo, _____ (State Legal Business Name)</p>

Employee Bidding/Conflict of Interest

Vendors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the vendor and/or any of the owners of the vendor’s organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

<p>Name of State Employee, General Assembly Member, or Statewide Elected Official:</p>		
	<p>In what office/agency are they employed?</p>	
	<p>Employment Title:</p>	
<p>Percentage of ownership interest in vendor’s organization:</p>		<p>_____ %</p>

**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Addendum** means a written official modification to an IFB.
- d. **Amendment** means a written, official modification to a contract.
- e. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- f. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.
- r. **Vendor** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the vendor to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the Department's website to obtain a copy of the addendum(s).

5. PREPARATION OF BIDS

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

31. FILING AND PAYMENT OF TAXES

- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore, a vendor's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. TITLES

- a. Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/19/2016

ATTACHMENT 1
List of Equipment

BEVERAGE AND SNACK MACHINES

Lobby Area

- 1 Beverage Machine (12 oz. cans and 20 oz. plastic bottles)
- 1 Snack Machine

Multi-Purpose Area

- 1 Beverage Machine (12 oz. cans and 20 oz. plastic bottles)
- 1 Snack Machine

(ALL THE ABOVE MACHINES SHALL HAVE \$1 BILL CHANGER AND SHALL ACCEPT CREDIT/DEBIT CARDS)

CHANGE MACHINES

Lobby Area

- 1 Change Machine (Changes \$1, \$5, \$10 and \$20 bills for quarters)

ATTACHMENT 2
Approved Products

CHIPS

Approved Products	Approved Products	Size	Price
Doritos – Nacho Cheese	Doritos – Cool Ranch	Large Single Serve	\$0.90 each
Lays BBQ Chips	Lays Plain Chips	Large Single Serve	\$0.90 each
Lays Sour Cream & Onion		Large Single Serve	\$0.90 each

SNACK ITEMS

Approved Products	Approved Products	Size	Price
Act II Popcorn	Cheez-it Crackers	Single Serve	\$0.90 each
Kar's Sweet & Salty Mix	Peanut Butter Cheese Crackers	Single Serve	\$0.90 each
Peanut Butter Toast Crackers	Peanuts	Single Serve	\$0.90 each
Pretzels		Single Serve	\$0.90 each

CANDY BARS

Approved Products	Approved Products	Size	Price
1000 Grand Bar	Butterfinger	Standard Vending	\$1.05 each
Hershey's Milk Chocolate Bar	M&M Peanut	Standard Vending	\$1.05 each
M&M Plain	Milky Way	Standard Vending	\$1.05 each
Payday	Reese's Peanut Butter Cup	Standard Vending	\$1.05 each
Reese's Pieces	Skittles – Original	Standard Vending	\$1.05 each
Skittles – Tropical	Snickers	Standard Vending	\$1.05 each
Starburst – Original	Twizzlers	Standard Vending	\$1.05 each
Zero		Standard Vending	\$1.05 each

PASTRIES

Approved Products	Approved Products	Size	Price
Chocolate Donuts	Honey Buns	Single Serve	\$1.05 each
Pop Tarts	Zingers	Single Serve	\$1.05 each

ATTACHMENT 2 (continued)
Approved Products

CARBONATED DRINKS / PLASTIC BOTTLES

Approved Products	Approved Products	Size	Price
Coke	Dr. Pepper	20 oz.	\$1.35 each
Grape	Mountain Dew	20 oz.	\$1.35 each
Pepsi	Root Beer	20 oz.	\$1.35 each
Sprite	Sunkist Orange	20 oz.	\$1.35 each
Diet Coke	Diet Dr. Pepper	20 oz.	\$1.35 each
Diet Mountain Dew	Diet Pepsi	20 oz.	\$1.35 each
Diet Caffeine Free Coke	Diet Caffeine Free Pepsi	20 oz.	\$1.35 each

CARBONATED DRINKS / CANS

Approved Products	Approved Products	Size	Price
Coke	Mountain Dew	12 oz.	\$.65 each
Mr. Pibb	Pepsi	12 oz.	\$.65 each
Sprite		12 oz.	\$.65 each
Diet Caffeine Free Coke	Diet Coke	12 oz.	\$.65 each
Diet Mountain Dew	Diet Pepsi	12 oz.	\$.65 each

NON-CARBONATED DRINKS / PLASTIC BOTTLES

Approved Products	Approved Products	Size	Price
Aquafina Water	Gatorade (Assorted)	20 oz.	\$1.35 each
Lemonade	Strawberry	20 oz.	\$1.35 each