

BEVERAGE SALES AGREEMENT

This sets forth the agreement ("*Agreement*") between Bottling Group, LLC with an office located at 14501 North Kelly Avenue, Oklahoma City, OK 73114 ("*Pepsi*") and Oklahoma City Community College, with its principal place of business at 7777 South May Avenue, Oklahoma City, OK 73159 (the "*Customer*") relating to the vending of beverage products in, around, or on each of the buildings, grounds or properties or locations currently or during the Term owned, managed or operated by the Customer ("*Locations*"). A list of current Locations is attached hereto as Attachment "A."

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

"Beverage" or **"Beverages"** means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed during the Term of the Agreement.

"Packaged Products" means Beverages that are sold or distributed by Pepsi in pre-packaged form (e.g., bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit A which may be amended by Pepsi from time to time.

"Postmix Products" means Beverages sold and/or distributed by Pepsi and used to create and prepare fountain beverages, frozen carbonated or non-carbonated beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit A which may be amended by Pepsi from time to time.

"Products" means Postmix Products, and Packaged Products.

1. Term

The term of this Agreement is the five (5) year period commencing on July 1, 2020 and expiring on June 30, 2025 (the "*Term*"). As used in this Agreement, the capitalized term "Year" shall mean each 12-month period during the Term, commencing on the first day of the Term or an anniversary thereof.

2. Exclusive Vending Rights

During the Term of this Agreement, Customer agrees to permit only those carbonated soft drinks, isotonic, fruit juices, fruit drinks, ready-to-drink coffee, tea, energy drinks and sparkling and still waters (regular, flavored or fortified/enhanced) which are distributed by Pepsi (the "*Vending Products*") to be sold at the Locations through vending machines, as distinguished from coolers or fountains, which will be placed by Pepsi at the Locations set forth on Attachment "A," (the "*Vending Machines*"). The Vending Products shall be offered for resale only through Vending Machines Customer represents that the Vending Products shall be the exclusive non-alcoholic beverage products advertised, promoted, identified, offered for sale or otherwise made available

through Vending Machines during the Term.

3. Non-Exclusive Rights

Throughout the Term, Pepsi's Packaged Products and Postmix Products shall be sold on a non-exclusive basis at the Locations. Customer agrees to purchase and require its purchasing representatives to purchase, the Products exclusively and directly from Pepsi. Customer will purchase Postmix Products from Pepsi for use in preparing fountain beverage products sold under the trademarks of PepsiCo and/or its licensing partnerships ("*Fountain Products*") to be sold at the Locations. The Customer shall only use the Postmix Products for use in preparing the Fountain Products: (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

4. Equipment and Service

(A) **Equipment.** Pepsi will install, at no charge to Customer, appropriate dispensing equipment, (including Vending Machines, coolers, and fountain beverage dispensing equipment) (the "*Equipment*") at the designated Locations. Pepsi will pay all costs for Equipment transportation, installation, removal and return. Such Equipment condition will be new or like new, recently refurbished. Customer agrees that the Pepsi Equipment shall be exclusively used to display and merchandise the Products and Vending Products, and the Customer shall not use the Pepsi Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Pepsi Equipment). The vending machines at the Vending Machine Locations will be exclusively used to display and merchandise the Vending Products as reasonably determined by Pepsi, and subject to applicable local law, rule or regulation. Title to all Equipment will remain vested in Pepsi or its affiliate and Customer will return all Equipment to Pepsi upon expiration or earlier termination of this Agreement. To the extent that future technology enhancements, equipment platforms or products to support these platforms are substantially different in scope or composition compared to existing equipment components and products, Pepsi and Customer will work in good faith to negotiate the economic terms for implementation of the new technology equipment.

(B) **Placement and Operation of Vending Machines and Other Equipment.** Pepsi shall have the right to install Vending Machines and other Equipment at the designated Locations throughout the Term of the Agreement. Customer's advance written approval is required before placement, installation or moving of Equipment. Pepsi shall consult with and provide Customer with advance written notice of proposed upgrades over time, placements and Equipment types. Customer reserves the right to request a location change or removal of the Equipment as necessary or appropriate. Customer shall maintain control of its premises, including operational hours and access to the Equipment. The Vending Machines and other Equipment, and all monies and Vending Products located in the Vending Machines, shall at all times remain the sole property of Pepsi or one of its affiliates. Pepsi shall notify Customer in writing no less than thirty (30) days prior to removal of any Vending Machine or other Equipment.

(C) **Utilities.** Customer will provide the necessary utilities for operation of the Vending Machines and other Equipment. Any required phone service will be limited to local phone service

only. Further, Customer cannot guarantee uninterrupted supply of any required utilities. Accordingly, Customer shall not be responsible for any Product loss or Equipment damage resulting from any utility interruption or failure unless such utility interruption or failure is caused by Customer's negligence.

(D) Vending Machines. With respect to the Vending Machines, as distinguished from coolers or fountain systems, placed at the Locations, Pepsi will have the additional responsibility for (i) stocking the Vending Machines with the Vending Products at least twice weekly or more often if needed to provide an ample supply of all items during the day and evening hours; (ii) collecting, for its own account, all monies from the vending machines; (iii) accounting for collected monies; and (iv) removing from Customer property, all empty boxes and containers used in supplying the vending machines. Customer will empty receptacles as needed and on a daily basis. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated hereunder. Pepsi shall not be obligated to pay Commissions (defined below) on documented revenue losses resulting from vandalism or theft of Product.

(E) Service. Customer is not responsible for the maintenance or repair of the Vending Machines or other Equipment. Pepsi will ensure that all Equipment is in working condition, and in the event of malfunction, Pepsi will provide qualified repair service on the premises during normal business hours, Monday-Friday, 8 am to 5 pm without charge to the Customer. Pepsi shall maintain the Equipment to ensure that it is clean, operational, and in good repair. Upon notice that Equipment is inoperative, Pepsi shall repair or replace the Equipment within one working day. However, because delays in service may be caused by factors well outside of Pepsi's control, Pepsi requests that its service record be measured in the aggregate such that an isolated failure does not escalate into a material breach of the agreement. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Repair personnel shall maintain a log showing the time of the call, time of arrival, time the work is completed, and shall submit a copy to Customer. Pepsi employees and representatives are required to wear a company uniform or official identification displaying the employee or representative's name and Pepsi's identifying marks at all times.

(F) Refunds. In the event of Equipment malfunction, Pepsi shall provide a convenient process for user refunds. Pepsi shall display signs on all Vending Machines installed with contact information and instructions for obtaining cash refunds. The Customer locations on campus at which refunds may be obtained, as well as the amounts to be placed by Pepsi in refund accounts will be mutually determined by Pepsi and the Customer. Pepsi will replenish the refund accounts on a regular basis to ensure adequate refunding monies are available.

(G) Permits and Licenses. Pepsi shall comply with all laws, codes and regulations applicable to Vending Machines and other Equipment. Pepsi shall maintain all required licenses and permits at its own expense, and shall display them as required by law.

5. Monetary Funding

In accordance with this Agreement, Pepsi will provide Customer with the funding described below.

(A) Annual Sponsorship Funds. In each of Years one (1) through five (5), Pepsi will provide Customer with annual support funds in the amount of Twenty Thousand US Dollars (\$20,000) not to exceed five (5) consecutive payments (the "Annual Support Funds"). The Annual Support Funds will be paid to Customer within sixty (60) days after the commencement of each applicable Year, except that in the event Annual Support Funds are payable for Year One, such payment will be made within sixty (60) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties. Customer acknowledges and agrees that, beginning in Year 2, each Annual Support Fund, payable to the Customer herein, will be adjusted based on the number of Units purchased from Pepsi and sold throughout the Locations pursuant to this Agreement during the previous Year, as compared to an annual Case threshold of 4,000 ("**Annual Units Threshold**"). Therefore, if during any Year the number of Units purchased from Pepsi falls below the Annual Units Threshold, then the Annual Support Funds payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year. For example, if the total Annual Support Fund is equal \$1,000 and the Annual Units Threshold is 500 Units, and during Year 1 the actual Units sold is 250 Units, then the total Annual Support Funds for Year 2 will be \$500 (reduced by 50%). The Annual Support Funds are earned throughout the Year in which they are paid. In the event of early termination for any reason other than an uncured material breach by Pepsi pursuant to Section 8(A) herein, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section 8(B) herein.

(B) Annual Scholarship Funds. In each of Years one (1) through five (5), Pepsi will provide the Customer with a scholarship fund in the amount of One Thousand Dollars (\$1,000), payable to Customer within sixty (60) days after the end of each Year (the "Annual Scholarship Fund"). Pepsi shall receive recognition for all scholarships awarded using the Annual Scholarship Funds. The Annual Scholarship Funds are deemed earned upon payment.

(C) Commissions. Pepsi will provide Customer with commissions, as a percentage of the actual cash including actual amounts received by Pepsi in connection with credit card or debit card sales ("cash in bag" or "CIB") collected by Pepsi from the Vending Machines placed at the Locations, less any applicable government-imposed taxes/fees and deposits, as applicable ("**Commissions**"). Such Commissions shall be at the rate(s) set forth below (the "Commission Rate") and shall be calculated as follows:

$$(CIB - \text{applicable taxes/fees/deposits}) * \text{Commission Rate} = \text{Commission due}$$

<i>Item</i>	<i>Size</i>	<i>Brand</i>	<i>Initial Vend Price</i>	<i>Commission Rate*</i>
Carbonated Soft Drink	20oz	Pepsi Family	\$1.75	35%
Carbonated Soft Drink	12oz can	Pepsi Family	\$1.25	35%
Non-Carbonated Soft Drink	20oz	Tropicana/Lipton	\$1.75	35%
Water	20oz	Aquafina	\$1.75	35%
Vitamin Enhanced	20oz	SoBe Life Water	\$1.75	35%

Water				
Isotonic	20oz	Gatorade	\$2.00	35%
Juice	15.2oz	Ocean Spray	\$2.00	35%
Energy	16oz	Mt Dew		35%
		Amp/Rockstar	\$2.50	
Cold Coffee	13.7oz	Frappuccino	\$3.00	35%
*Commission Rates and Vend Prices for new Vending Products will be mutually agreed upon by Pepsi and Customer				

(C)(1). **Commissions Payment.** Pepsi shall pay Commissions to the Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer, including dollar sales by item category and by location, and shall provide a composite statement of sales and commissions. Explanations of abnormal revenue deviations shall be provided in accounting statements. At Customer request, Pepsi will meet with Customer representatives and review statements to reach solutions to improve results and sales. Upon expiration or termination of this Agreement, vending commissions due to Customer shall be paid on sales until all Equipment is removed, and the removal date shall be indicated on the period statement when each piece of Equipment was removed, including Equipment removed at any time during the Term prior to expiration.

(C)(2). **Vend Price.** The initial vend prices are set forth in the Commission chart above. Pepsi shall have the right to increase vend prices by \$0.25 in Year three (3). Customer acknowledges that Pepsi has the right to pass through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Vending Products will be in addition to any scheduled Vend Prices increases set forth herein or notification restrictions that may be specified in this Agreement.

6. Non-Monetary Consideration

(A) **Product Free of Charge.** Upon request from Customer, Pepsi will provide up to a total of One Hundred Eighty (180) Cases of a combination of 12 oz. cans of carbonated soft drinks and 16.9 oz. Aquafina per Year at no additional charge to Customer.

(B) **Arbor Day Kit.** In each of Years one (1) through five (5), Upon request from Customer, Pepsi will provide the Customer with an Arbor Day Kit with a cash value of One Hundred Fifty Dollars (\$150) (the "*Arbor Day Kit*"). Customer acknowledges and agrees that the value of any unrequested Arbor Day Kits in any Year shall not be carried over to the subsequent Year or be redeemable for cash payment.

7. Pricing

For the purchase of Packaged Products and Postmix Products, the initial pricing schedule is set forth on attached Exhibit A, thereafter, the prices may be changed from time to time at Pepsi's discretion; provided, however, annual price increases will not exceed 4%. Pepsi will be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will not be subject to any pricing cap or notification restrictions that may be specified in this Agreement.

8. General Terms

(A) **Termination for Default.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If Customer or more than 5% of its Locations are temporarily closed for more than thirty (30) days during the Term, Customer and Pepsi agree that any fixed, advanced, or guaranteed funding will be adjusted proportionate with the period of time during which Customer or its Locations are closed. Notwithstanding the foregoing, Pepsi will not prorate fixed, advanced, or guaranteed funding during seasonal Location closures or remodels acknowledged with Pepsi's prior written approval, which shall not be unreasonably withheld. Without prejudice to any other remedy available to Pepsi or to Customer at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi or Customer upon thirty (30) days' advance written notice if (i) any of the Products or Vending Products are not made available as required in this Agreement, (ii) any of the rights granted to Pepsi or Customer herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of Pepsi or Customer. Before Pepsi or Customer exercises its right to terminate as described in this Section, each party may agree to engage in good faith renegotiations.

(B) **Remedies.** If the Term of this Agreement is terminated early by the Customer for any reason other than an uncured material breach by Pepsi pursuant to subsection (A) above, the Customer will surrender to Pepsi all Equipment provided by Pepsi and will forfeit all funding not accrued as of the date of removal. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi will have the right to immediately seek reimbursement from Customer for: (1) the unearned portion of the current Annual Sponsorship Funds and Annual Scholarship Funds. The reimbursement amount will be the result of multiplying, the total amount of Annual Sponsorship Funds and Annual Scholarship Funds paid to Customer in the Year in which the Agreement is terminated by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve) and (2) the cost for installing and removing; the Vending Machines and Equipment that were installed during the Term.

(C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products or Vending Products, Customer will surrender to Pepsi all Equipment installed in the Locations.

(D) **Indemnification.** Pepsi will release, indemnify and hold harmless the Customer, its Regents, Trustees, officers, employees, agents and representatives (in their official and individual capacities) from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees and expenses) including any indirect, special, consequential, or other damages of any kind arising out of Pepsi's or its employees, agents or subcontractors: (i) breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) negligence or willful misconduct under this Agreement, (except to the extent such claims arise out of the Customer's negligence or willful misconduct).

(E) **Insurance.** Pepsi will obtain, maintain, keep in full force, and effect the following forms of insurance with the minimum limits of insurance stated below. Furnishing acceptable evidence of insurance as required hereunder shall not relieve either party or any subcontractor from any liability or obligation for which it is otherwise liable under the terms of this contract, nor is liability limited to the amount of this contract.

Form of Insurance	Minimum Limits of Insurance
(i) Disability	As required by law
(ii) Unemployment	As required by law
(iii) (1) Workers Compensation and (2) Employers Liability	Statutory \$1,000,000 per occurrence (BI/disease)
(iv) Commercial General Liability on an occurrence basis, and shall be at least as broad as ISO 2007 form CG 00 01	\$1,000,000 per occurrence and aggregate
(v) Business Automobile Liability written on an occurrence form and shall be at least as broad as ISO form CA 00 01	\$1,000,000 per occurrence combined single limit for bodily injury and property damage liability
(vi) Umbrella/Excess Liability on a follow form basis excess of the Commercial General Liability, Business Automobile Liability Insurance and Employers Liability	\$2,000,000 per occurrence and aggregate

The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required.

All coverage must be written on an occurrence basis and must be maintained without interruption from the date of this agreement until the date of termination of this agreement. All coverage shall be primary and non-contributory to any other insurance available to the other party. Customer shall be made a certificate holder to all coverage. Should any of the above-described policies be cancelled before the expiration date thereof, the Pepsi or Pepsi's representative will mail thirty (30) days written notice to the Customer certificate holder. The policies shall be written with

insuring company(ies) with AM Best financial strength ratings of "A-" or higher and financial size categories of "VII" or greater. Pepsi and any subcontractors shall provide certificates of insurance evidencing the insurance required within prior to commencing any work. Customer, as a government entity of the State of Oklahoma, shall maintain the risk products required by the State of Oklahoma, and nothing contained herein shall operate to limit or modify the provisions or application of the Oklahoma Governmental Tort Claims Act.

(F) **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by either party (whether by operation of law or otherwise) without the prior written consent of the other party, *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto if such affiliate is capable of fully performing all obligations of the assignor hereunder and agrees, in writing to perform all of the obligations and assume all liabilities of the assignor hereunder.

(G) **Choice of Law and Venue.** This Agreement, its validity, and disputes arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this agreement shall be filed in the district court in Oklahoma County in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

(H) **Tax.** Neither Pepsi nor its affiliates will be responsible for any taxes payable, fees or other tax liability incurred by Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement.

(I) **Force Majeure.** No party will be responsible to the other or to any third party for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to acts of God, public insurrections, pandemics, epidemics, floods, fires, strikes, lockouts, or other labor disputes, disruptions in supply, shortages or scarcity of materials, changes to applicable laws and regulations and other circumstances of substantially similar character beyond the reasonable control of the affected party(s), including extraordinary costs of goods increases (collectively, "*Force Majeure*"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once the Force Majeure event has concluded and Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance. If the Force Majeure period continues beyond 90 days, the parties agree to discuss in good faith potential modifications to this Agreement and in the event an agreement cannot be reached, any party may terminate the Agreement.

(J) **Waiver.** No failure or delay of either party to exercise any rights or remedies under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

(K) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement creates a joint venture partnership between the parties.

(L) **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally-recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 1111 Westchester Avenue, White Plains, NY 10604, Attention: Law Department or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

(M) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(N) **Representations.** Each of the undersigned parties, represent and warrant to the other that (1) the execution, delivery and performance of this Agreement will not violate any agreements with, or rights of, third parties or any statute, rule or regulation applicable to the party or any of its properties, assets or operations (including without limitation any financial reporting and disclosure requirements promulgated by the Securities and Exchange Commission), (2) it is duly authorized and empowered to bind itself to the terms and conditions of this Agreement for the duration of the Term and (3) it possesses legal authority to enter into and perform the terms and conditions of this Agreement.

(O) **Oklahoma Taxpayer and Citizen Protection Act.** Pepsi certifies that it, and any proposed subcontractors, comply with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

(P) **Payments.** Throughout the Term of this Agreement, Customer agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi and in compliance with state law applicable to Customer as an entity of the State of Oklahoma.

(Q) **Federal, State and Local Taxes, Licenses and Permits.** Pepsi is solely responsible for complying with all laws, ordinances, and regulation on taxes, licenses and permits, as they may apply to any matter under this Agreement. Pepsi shall, at no expense to Customer, procure and keep in force during the entire period of the contract all such permits and licenses and pay such taxes, including applicable State of Oklahoma Sales Taxes.

(R) **Americans with Disabilities Act.** The Successful Contractor must assure compliance with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued pursuant to this act in the performance of services identified in this RFP.

(S) **Equal Opportunity Employer.** The Successful Contractor must assure that it is an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972 Section 504 or the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The Successful Contractor must acknowledge the requirements in the RFP response. Please refer to Certification of Compliance in Appendix A to the RFP – Required Forms.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

By:

Print Name:

Title:

Date:

Eric Highmull
Eric Highmull
Key Account Manager
9/14/20

Customer

By:

Print Name:

Title:

Date:

Danika Rose
DANICA ROSE
Chief of Staff
9/15/20

**Exhibit A
Product and Prices**

ITEM	SIZE	BRAND	PRICE
Carbonated Soft Drink	20oz	Pepsi Family	\$28.93
Juice	15.2oz	Naked Juice	\$18.17
Non Carbonated Soft Drink	20oz	Tropicana/Lipton	\$28.93
Water	20oz	Aquafina	\$19.91
Vitamin Enhanced Water	20oz	Life Water	\$28.33
Isotonic	20oz	Gatorade	\$28.73
Juice	15.2oz	Ocean Spray	\$21.08
Energy	16oz	Mt Dew Amp / Rockstar	\$38.41
Cold Coffee	13.7oz	Frappuccino	\$29.22

		<u>Per-Gallon</u>	<u>Per Box</u>
Pepsi-Cola, Diet Pepsi, Wild Cherry Pepsi, Mountain Dew, Diet Mountain Dew, Mug, Sierra Mist, Crush, Mirinda	5 Gallons @	\$16.79	\$83.95
Dr Pepper, Diet Dr Pepper	5 Gallons @	\$17.32	\$86.60
Big Red	5 Gallons @	\$17.32	\$86.60
Schweppes, 7Up, Hawaiian Punch	5 Gallons @	\$16.79	\$83.95
Lipton Brisk Iced Tea	5 Gallons @	\$16.79	\$83.95
Manzanita Sol	5 Gallons @	\$16.79	\$83.95
Tropicana Fruit Punch	5 Gallons @	\$16.79	\$83.95
Tropicana Light Lemonade	5 Gallons @	\$16.79	\$83.95
Tropicana Lemonade, Pink Lemonade	5 Gallons @	\$16.79	\$83.95

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

By:

Print Name:

Title:

Date:

[Signature]
Eric Hsueh
Key Account Manager
9/15/20

Customer

By:

Print Name:

Title:

Date:

[Signature]
DANITA ROSE
Chief of Staff
9/15/20

ATTACHMENT A-
OKLAHOMA CITY COMMUNITY COLLEGE
BEVERAGE EQUIPMENT TYPE AND LOCATION

MAIN CAMPUS	
Equipment Type	Location
Vending Machine	Wellness Center
Vending Machine	1 st Library West
Vending Machine	2 nd Floor Main Building
Vending Machine	Bridge Auto
Vending Machine	Arts Education Pepsi gfv
Vending Machine	Arts Humanities Aquafina
Vending Machine	1 st Floor Library South
Vending Machine	Arts Education Aqua
Vending Machine	3 rd Floor Library
Vending Machine	Health Professions 2 nd Floor
Vending Machine	Arts Education Pepsi #2
Vending Machine	2 nd Floor Main Building Pepsi
Vending Machine	3 rd Floor Main Building Pepsi
Vending Machine	2 nd Floor Library
Vending Machine	Wellness Center
Vending Machine	1 st Floor Main Building Pepsi
Vending Machine	3 rd Floor Main Building Aquafina
Vending Machine	1 st Floor Main Building
Vending Machine	Nursing Wing
Vending Machine	Wellness Center Aquafina
Vending Machine	Arts Humanities Pepsi
Vending Machine	2 nd Floor Arts and Humanities
Vending Machine	Main Building 1 st Floor
Vending Machine	2 nd Floor Main Building Kickstart
Vending Machine	Main Building 2 nd Floor GF
Vending Machine	Vending Bank
Vending Machine	Main Building 1 st Floor csd
FACE CENTER	
Vending Machine	Main Entrance
CAPITOL HILL CENTER	
No Equipment	
BOOKSTORE	
Cooler	Bookstore
Cooler	Bookstore
Cooler	Bookstore
CAFETERIA	
Cooler	In front of door grill
Cooler	End of the Fountain Machine
Postmix	Beverage Station Fountain
Postmix	Beverage Station