



City of Pembroke Pines

**VENDING MACHINE SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND BETTOLI TRADING, CORP.**

THIS AGREEMENT ("Agreement"), dated June 25, 2024, is entered into by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

BETTOLI TRADING, CORP., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **6095 N.W. 167th Street Unit # D-4, Hialeah, FL 33015** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1
PREAMBLE**

In order to establish the background, context, and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **March 12, 2024**, the CITY advertised its notice to bidders of the CITY's desire to **establish a contract to furnish, install, stock, replenish and maintain beverage machines, snack machines or both at various CITY locations** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**Request for Proposals ("RFP") # RE-24-04
"Vending Machine Services at Various Pembroke Pines Locations"**

1.2 On **April 16, 2024**, the bids were opened at the offices of the City Clerk.



City of Pembroke Pines

1.3 On June 18, 2024, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services **to furnish, install, stock, replenish and maintain beverage machines, snack machines or both at various CITY locations**, as more particularly described in and in accordance with the CITY's RFP # RE-24-04, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall ensure vending machines are to be "state of the art." Equipment shall be no more than five (5) years old at any given time during the contract term. All costs for delivery, set-up, stocking, replenishment, servicing, replacement, and removal, when necessary, are to be borne by the successful Vendor. The machines shall have the ability to make change. All machines shall remain the property of the successful Vendor. All equipment shall adhere to proper safety codes. The Vendor shall bear the cost for electrical upgrades where necessary.

2.4 The CONTRACTOR agrees that the prices charged for vended merchandise will align with the rates outlined in the CONTRACTOR's proposal, detailed in **Exhibit "B"** attached hereto. These agreed-upon prices will remain fixed for the initial two (2) year duration of this Agreement. However, in subsequent renewal periods, prices may be subject to adjustments. Any such modifications shall require mutual consent between the Parties and must be documented through written amendments to this Agreement.

2.5 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.6 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that



City of Pembroke Pines

CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.7 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.8 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.9 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall provide the services as identified on **Exhibit "A"**, for an initial **two (2) year** period, which shall commence on **August 3, 2024**, and naturally expire on **August 2, 2026**.

3.2 This Agreement may be renewed for **two (2) additional, two (2) years** terms upon mutual consent of the Parties, evidenced by written amendments to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month-to-month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **three (3) business days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

**City of Pembroke Pines**

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of ten (10) calendar days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 Payment and statement for previous month's gross receipts shall be received by the CITY by the fifteenth (15th) of the following month. CONTRACTOR shall remit to CITY on a monthly basis, the higher of either TWO THOUSAND, SIXTEEN DOLLARS AND 00/100 CENTS (\$2,016.00) which is comprised of thirty-six (36) machines times FIFTY-SIX DOLLARS AND 00/100 CENTS (\$56.00) or TWENTY PERCENT (20%) of the CONTRACTOR's monthly gross sales. In the event that the CONTRACTOR fails to make this payment within five (5) days of the due date, there shall be an additional charge of \$50.00 payable to the City for such late payment.

4.2 The CONTRACTOR shall be responsible for collecting and remitting all sales tax to the State of Florida. CONTRACTOR is advised that payments made to the City of Pembroke Pines for the right to operate any vending are considered taxable as rental payments. Therefore, the rental payments due to the CITY on the fifteenth (15th) of the month will include applicable sales tax. CONTRACTOR is responsible for any and all real property taxes, special assessments, and any other taxes imposed on the premises.

4.3 Payments to the CITY shall be delivered to:

**City of Pembroke Pines
Recreation & Cultural Arts Department
601 City Center Way
Pembroke Pines, FL 33025**

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality, and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.



5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 CONTRACTOR shall be liable for any accident, loss, injury, or damage to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7

INSURANCE

7.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein required.



7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000



City of Pembroke Pines

2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- ✓ ☐ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000



City of Pembroke Pines

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents, or broader language.

Yes No

- ✓ ☐ 7.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement and is subject to



termination based on lack of funding.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

Upon CITY's request, CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship,



CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.3 Default of Contract. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.3.1 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

14.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.3.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.3.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice



City of Pembroke Pines

was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same and procure the equipment and the facilities necessary for the completion of the Agreement and charge the cost of same to CONTRACTOR together with the cost incident thereto to such default.

14.4. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 15 **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17 **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance, or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and

*City of Pembroke Pines*

duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR



PEMBROKE PINES, FL 33025

(954) 450-1050

mgraham@ppines.com

ARTICLE 19

SCRUTINIZED COMPANIES

19.1 CONTRACTOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager



or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 21

EMPLOYMENT ELIGIBILITY

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 Definitions for this Section.

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



21.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22 **MISCELLANEOUS**

22.1 Ownership of Documents. Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

22.2 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 Records. CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to five (5) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to



City of Pembroke Pines

maintain all such books and records at its relevant branch location for a period of five (5) years after final payment is made under this Agreement, or as otherwise required by applicable law.

22.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

22.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
------	---

Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
----------	---

CONTRACTOR	Maurizio Bettoli, Director Bettoli Trading, Corp. 6095 N.W. 167th Street, UNIT # D-4
------------	---



City of Pembroke Pines

Hialeah, FL 33015

E-mail:

maurizio@bettolivending.com

Telephone No:

(786) 565-6029

22.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, Exhibit "A", and Exhibit "B", this Agreement shall prevail, followed by Exhibit "A", and then Exhibit "B".

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this



City of Pembroke Pines

Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

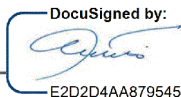
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

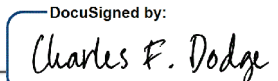
APPROVED AS TO FORM:


Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: 
E2D2D4AA8795454...
MAYOR ANGELO CASTILLO

ATTEST:


DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: 
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

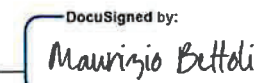
June 25, 2024

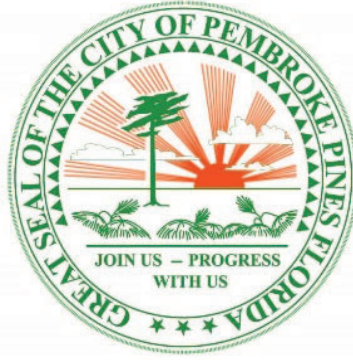
DS



CONTRACTOR:

BETTOLI TRADING, CORP.

Signed By: 
F8C114B30C9845D...
Printed Name: Maurizio Bettoli
Title: Director



Vending Machine Services at Various Pembroke Pines Locations

Request for Proposals # RE-24-04

General Information		
Project Timeline	This contract shall be for an initial two-year period with two additional two-year renewal terms.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Non-Mandatory Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	March 11, 2024	See Section 1.8
Proposals will be accepted until	2:00 p.m. on April 16, 2024	See Section 1.8
5% Proposal Security / Bid Bond	☒ Not required. ☐ Required, regardless of proposal cost. ☐ Required in the event that the proposal exceeds \$200,000.	See Section 4.1
100% Payment and Performance Bonds	☒ Not required. ☐ Required, regardless of the awarded contract amount. ☐ Required in the event that the awarded contract exceeds \$200,000.	See Section 4.2
Grant or Federal Funding Information	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
 PROCUREMENT DEPARTMENT
 8300 SOUTH PALM DRIVE
 PEMBROKE PINES, FLORIDA 33025
 (954) 518-9020



Table of Contents

SECTION 1 - INSTRUCTIONS	5
1.1 NOTICE	5
1.1.1 VIRTUAL BID OPENING	5
1.2 PURPOSE	6
1.3 SCOPE OF WORK	6
1.3.1 EQUIPMENT PRODUCTS AND SERVICES	7
1.3.2 DELIVERY, INSTALLATION AND OPERATION	8
1.3.3 RESALE PRICING	8
1.3.4 ASSIGNMENT AND/OR SUBCONTRACTING	9
1.3.5 PAYMENT	9
1.3.5 REVENUE PROPOSAL (40 points)	9
1.4 PROJECT TIMELINE	10
1.5 PROPOSAL REQUIREMENTS	10
1.5.1 Questionnaires	11
TAB 1 - RESALE PRICING & APPROACH (30 POINTS)	11
TAB 2 - REFERENCES (10 POINTS):	11
TAB 3 – EXPERIENCE AND ABILITY (15 POINTS):	12
1.5.3 Other Completed Questionnaires	13
1.5.4 Other Completed Documents	13
1.5.5 Optional Documentation	13
1.6 VENDOR REGISTRATION DOCUMENTS	15
1.6.1 Vendor Information Form	15
1.6.2 Form W-9 (Rev. October 2018)	15
1.6.3 Company Profile Form	15
1.6.4 Sworn Statement on Public Entity Crimes Form	15
1.6.5 Equal Benefits Certification Form	16
1.6.6 Vendor Drug-Free Workplace Certification Form	16
1.6.7 Scrutinized Company Certification	16
1.6.8 E-Verify System Certification Statement	16
1.6.9 Veteran Owned Small Business Preference Certification	16
1.6.10 Local Business Tax Receipts	16
1.6.11 Local Vendor Preference Certification	16



1.7	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	16
1.7.1	SCORING FOR PROJECT COST CRITERIA.....	17
1.8	TENTATIVE SCHEDULE OF EVENTS	19
1.9	SUBMISSION REQUIREMENTS	19
SECTION 2 - INSURANCE REQUIREMENTS		20
SECTION 3 - GENERAL TERMS & CONDITIONS.....		27
3.1	EXAMINATION OF CONTRACT DOCUMENTS.....	27
3.2	CONFLICT OF INSTRUCTIONS	27
3.3	ADDENDA or ADDENDUM	27
3.4	INTERPRETATIONS AND QUESTIONS	27
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	27
3.6	WARRANTIES FOR USAGE	28
3.7	BRAND NAMES.....	28
3.8	QUALITY.....	28
3.9	SAMPLES.....	28
3.11	DEVELOPMENT COSTS.....	28
3.12	PRICING.....	28
3.13	DELIVERY POINT.....	29
3.14	TAX EXEMPT STATUS	29
3.15	CONTRACT TIME	29
3.16	COPYRIGHT OR PATENT RIGHTS	29
3.17	PUBLIC ENTITY CRIMES	29
3.18	CONFLICT OF INTEREST	29
3.19	FACILITIES	29
3.20	ENVIRONMENTAL REGULATIONS.....	30
3.21	SIGNATURE REQUIRED.....	30
3.22	MANUFACTURER'S CERTIFICATION.....	30
3.23	MODIFICATION OR WITHDRAWAL OF PROPOSAL	30
3.24	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	30
3.25	RESERVATIONS FOR REJECTION AND AWARD.....	31
3.26	BID PROTEST	31
3.27	INDEMNIFICATION.....	31
3.28	DEFAULT PROVISION	32
3.29	ACCEPTANCE OF MATERIAL.....	32



3.30	LOCAL GOVERNMENT PROMPT PAYMENT ACT	33
3.31	SCRUTINIZED COMPANIES LIST	33
3.32	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS	33
3.33	PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES....	34
3.34	CONE OF SILENCE	34
3.35	E-VERIFY	35
3.36	JESSICA LUNSFORD ACT	36
3.37	PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING	36

ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract - Contractual Services Agreement

Attachment D: Vending Proposed Locations



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # RE-24-04 Vending Machine Services at Various Pembroke Pines Locations

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the <https://ppines.bonfirehub.com/> website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at Support@GoBonfire.com.

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, April 16, 2024. Proposals must be **submitted electronically at <https://ppines.bonfirehub.com/>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

The bid opening for this project will be held in the **City Clerk's Office Conference Room** located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**



City of Pembroke Pines

In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022 or 954-518-9020
purchasing@ppines.com

1.2 PURPOSE

The City is seeking proposals from qualified firms, hereinafter referred to as the Vendor, to establish a contract to furnish, install, stock, replenish and maintain beverage machines, snack machines or both at various City locations, in accordance with the terms, conditions, and specifications contained in this solicitation. The selected vending company shall provide a monthly commission to the City of Pembroke Pines.

1.3 SCOPE OF WORK

The services required are designed for a vendor to furnish, install, stock, replenish and maintain beverage and snack vending machines, at no cost to the City, to be placed at approved locations for use by guests, visitors, citizens and employees. The proposer will furnish, install and maintain vending machines at City designated locations as described in **Attachment D** or at any other location that the City may permit and that has been agreed upon by both parties.

The City estimates thirty-five (35) to forty (40) beverage vending machines and five (5) to ten (10) snack vending machine locations. See **Attachment D** for a list of locations. The City and the



Proposer recognize that not all the requirements of the contract contemplated herein can be determined with precision at the time of the contract. It is understood that matters such as locations and the exact number of machines will be determined or adjusted from time to time as the needs of the City of Pembroke Pines dictate. It is the intent and purpose of conducting the service in a way that provides the most efficient operation to the City of Pembroke Pines.

1.3.1 EQUIPMENT PRODUCTS AND SERVICES

The vending machines are to be “state of the art.” Equipment shall be no more than five (5) years old at any given time during the contract term. All costs for delivery, set-up, stocking, replenishment, servicing, replacement and removal, when necessary, are to be borne by the successful Vendor. The machines shall have the ability to make change. All machines shall remain the property of the successful Vendor. All equipment shall adhere to proper safety codes. The Vendor shall bear the cost for electrical upgrades where necessary.

The successful Vendor shall provide nationally recognized name brand equipment, i.e. Dixie/Narco, Crane, National, Rowe, AP Products or City approved equivalent. Bidders shall furnish the manufacturer and model of the equipment bid, including specifications or capacity, and variety of product to be dispensed. Technical data, including pictures, are to be included as part of your bid.

All machines shall have an internal tamper proof metering system to show the actual quantity dispensed and contain dollar bill validators. The starting counter number will be recorded upon installation of the machines and verified by the Contract Manager and the Finance Department with the initial inventory of vending machines. At any time, the City makes a request, the Contractor must verify the counter with City personnel present.

“Beverages” shall mean all carbonated and noncarbonated non-alcoholic beverages, including but not limited to carbonated soft drinks, packaged energy and fluid replacement drinks, water and tea drinks.

Beverages to be furnished shall be in no less than five (5) flavors. Both regular and diet type carbonated soft drinks, including all natural, non-carbonated fruit juices and water shall be included in the selection. Drinks are to be furnished in twelve (12) ounce, pop-top, recyclable aluminum cans or twenty (20) ounce plastic recyclable bottles. Soft drinks will be name brands for example as manufactured by Pepsi-Cola, Coca-Cola, Royal Crown Cola, Canada Dry, Welch’s, Ocean Spray, Minute Maid, and Tropicana. Vendor(s) shall provide with the bid a list of the brands, types and flavors that will be furnished.

“Snacks” to be furnished shall include chips, baked chips, cookies, candy, pastries, crackers, nuts, granola bars, healthy choices etc. Snacks will be name brands manufactured by Frito Lay, Lance, Nestle, Mars, and Hershey. Vendor(s) shall provide with the bid a list of the brands, types and flavors that will be furnished.



The City shall reserve the right to add or reject specific products or require upgrading of product quality in connection with the services provided at the City's discretion.

Any product offered must be fresh and unexpired (sold by date) when delivered and stock must be rotated on a regular basis to maintain a fresh supply and avoid outdated products. Consideration should be given to those products offering adequate packaging to prevent aging, hardening or other similar deterioration of merchandise quality.

The snack machines should be large capacity machines with up to 45 selections and 800 total products. Vendor(s) shall specify the size of equipment bid. Final determination of selected unit(s) shall be made by the City.

It is the intent of the City to have neat, clean and attractive machines in proper working order. The City shall reserve the right to determine what shall be acceptable in terms of the aesthetic value (neat, clean, attractive, and serviceable) of the vending machines to be installed in City facilities. Specific machines shall be upgraded to provide a greater selection or quantity at the same price and terms set forth during the term of the Agreement whenever the City determines a greater customer selection is appropriate.

1.3.2 DELIVERY, INSTALLATION AND OPERATION

The machines shall be delivered, installed, and placed in operation at all locations awarded after notification of award according to City provided location list and installation schedule. All delivery, installation and removal charges shall be borne by the successful Vendor.

Vending equipment shall be installed to present an attractive, movable, flush front, matched uniform configuration. Equipment shall be secured to provide for safe, secure operation, and to prevent tipping or shifting, including cages for outside locations.

The successful Vendor is responsible for maintenance, upkeep, and repair of all machines. Maintenance includes periodic preventative and routine checks and same day service for repairs and any malfunctions. If equipment repairs cannot be made on site, and downtime is determined (by the City) to be excessive, the Vendor may be requested to replace the equipment with a loaner unit until repair can be completed or a permanent replacement is provided by the Vendor. The continuous, uninterrupted, satisfactory operation of these machines is a vital factor. Successful Vendor's performance in maintaining this operation will be closely monitored. Lost, stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the City.

1.3.3 RESALE PRICING

The Vendor agrees that prices charged for vended merchandise will be as stated in the Vendor's Proposal, or as negotiated in the Contract between the City and the Vendor. Prices are to remain firm for the initial two (2) years of the contract. Prices offered and accepted by the City may be subject to adjustment for extension terms only. Such



adjustments shall be by mutual agreement between the City and the Vendor(s), evidenced by a written amendment.

1.3.4 ASSIGNMENT AND/OR SUBCONTRACTING

Any resulting agreement may not be assigned without the express permission from the City. A listing of all subcontractors, if any, and the portion of the contract they will perform must be submitted with the proposal. If sub-contractors are stated, this does not relieve the Vendor from the prime responsibility for full and complete satisfactory and acceptable performance under any awarded contract.

1.3.5 PAYMENT

Payment and statement for the previous month's gross receipts shall be received by the City by the fifteenth (15th) of the following month. If the Vendor fails to make this payment within five (5) days of the due date, there shall be an additional charge of \$50.00 payable to the City for such late payment. The late fee shall be applied one time per month.

The Vendor shall be responsible for collecting and remitting all sales tax to the State of Florida. Vendors are advised that payments made to the City of Pembroke Pines for the right to operate any vending are considered taxable as rental payments. Therefore, the rental payments due to the City on the fifteenth (15th) of the month will include applicable sales tax. The Vendor is responsible for any and all real property taxes, special assessments, and any other taxes imposed against the premises.

1.3.6 REVENUE PROPOSAL (40 points)

The Vendor is to provide a percentage against gross sales, or minimum amount per month, whichever is greater payable to the City on a monthly basis, for the following. This will be per vending machine:

- Example #1: If the percentage of gross sales payable is greater than the minimum amount per month then the percentage of gross sales payable shall be submitted to the City.
- Example #2: If the minimum amount per month is greater than the percentage of gross sales payable then the minimum amount per month shall be submitted to the City.

Beverage & Snack Machine Revenue Proposal	To be Submitted Via BidSync
Percentage of gross sales payable to the City	%
Minimum amount per month payable to the City	\$



1.4 PROJECT TIMELINE

This contract shall be for an initial two-year period with two additional two-year renewal terms.

1.5 PROPOSAL REQUIREMENTS

The <https://ppines.bonfirehub.com> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

1.5.1 Pricing Sheet / Bid Tables

1. **Bid Table:** The vendor must provide their pricing through the designated lines items listed on the Excel Sheet that is available for download on the Bonfire website under the "**Pricing Sheet / Bid Table**" section. Please follow the instructions given in this package and on the Excel Sheet to complete and upload the information back onto the Bonfire website.
2. **Responses:** This tab of the Bid Table includes a "**Vendor Notes**" column for any additional comments regarding the requested line item(s). A comment is required in the "**Vendor Notes**" column. If the vendor does not need to submit any comments, please enter N/A or similar.
 - a. Below is a sample of the "**Responses**" tab of the Bid Table:

Responses

Success: All data is valid!

Status	#	Item	Estimated Annual Gross Sales	Estimated Number of Vending Machines	Minimum amount per month per vending machine payable to the City	Percentage of gross sales payable to the City (Please submit in decimal points)	Vendor Notes	Total Estimated Annual Revenue from Gross Sales	Total Estimated Minimum Annual Amount Payable to the City.
--------	---	------	------------------------------	--------------------------------------	--	---	--------------	---	--

Beverages & Snacks

Success: All values provided	#1-1	Revenue Proposal	\$ 30,000.00	36	\$ 51.00	0.2	N/A	\$ 6,000.00	\$ 22,032.00
Grand Total								\$ 6,000.00	\$ 22,032.00

Please note, for the column titled "Percentage of gross sales payable to the City (Please submit in decimal points)", if the proposer wanted to submit a value of "20%", they should enter ".02"



1.5.2 Questionnaires

TAB 1 - RESALE PRICING & APPROACH (30 POINTS)

The requested information below pertaining to Tab 1 shall be submitted through the “Other Completed Documents” section on Bonfire.

1. **Resale Pricing:** Vendor shall provide a detail listing, including brands, types and flavors of all beverage and snack products along with pricing to be offered in all vending machines. These prices are not subject to change unless mutually agreed upon.
2. **Service Narrative:** This is to include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided.
3. **Sub-Contracting:** A listing of all sub-contractors, if any, and the portion of the contract they will perform must be submitted with the proposal.
4. **Maintenance Plan:** Please describe your maintenance plan.
5. **Equipment Details:** Bidders shall furnish the manufacturer and model of the equipment bid, including specifications or capacity, and variety of product to be dispensed. Technical data, including pictures are to be included as part of your bid.
6. **Schedule:** Proposer shall provide a timeline that highlights proposed tasks regarding the installation and maintenance of all vending machines at all specified locations.

TAB 2 – REFERENCES FORM (10 POINTS):

Provide specific examples of similar contracts References should be from the last five years and should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers’ submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.

In addition, **do not provide references for City of Pembroke Pines projects.**

1. **Previous Experience:**
 - a. How many clients have you provided Services for?
 - b. What similar or related projects have you worked on within the past three years?



- c. What challenges did you face and how did you overcome them?
 - d. How much of your revenue is derived from managing projects similar to ours?
2. **References Form:** Please provide references for your Services.
 - a. **References Contact Information**
 - i. Name of Firm, City, County or Agency
 - ii. Address
 - iii. Contact Name
 - iv. Contact Title
 - v. Contact E-mail Address
 - vi. Contact Telephone #
 - b. **Project Information**
 - i. Name of Contractor Performing the work
 - ii. Name and location of the project
 - iii. Nature of the firm's responsibility on the project
 - iv. Contract start date
 - v. Contract (Anticipated) end date
 - vi. Quantity of vending machines

TAB 3 – EXPERIENCE AND ABILITY (15 POINTS):

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
6. Do you have a minimum of five (5) years of experience? Please provide proof of such experience.
7. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
9. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.



10. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
11. Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.
12. Explain the ability and experience of the field staff with specific attention to project related experience.
13. Contractor should list any applicable qualification, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
14. Provide the recent, current, and projected workload of the firm.
15. What is your reputation compared to your peers in the market?
16. What is your reputation like among customers and how have you developed it?
17. How does your service differ from similar competitors'? How do you win and retain business?
18. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

1.5.4 Other Completed Questionnaires

1. Contact Information Form
2. Proposer's Background Information
3. Vendor Registration Checklist

1.5.5 Other Completed Documents

1. Attachment A: Non-Collusive Affidavit
2. Resale Pricing
3. Service Narrative
4. Sub-Contracting
5. Maintenance Plan
6. Equipment Details
7. Schedule

1.5.6 Optional Documentation

1. **Trade Secrets:**



- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

2. Financial Statements:

- a. The City is **not** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to



request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.

- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

3. Additional Information:

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION DOCUMENTS

The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form



1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.6.9 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.10 Local Business Tax Receipts

1.6.11 Local Vendor Preference Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria



Criteria	Points
Resale Pricing & Approach	30 points
References	10 points
Experience and Ability	15 points
Revenue Proposal	40 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria. If an agreement cannot be reached with the highest ranked firm, the City shall have the option to start negotiating with the next highest ranked firm(s).

1.7.1 SCORING FOR PROJECT COST CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Revenue Proposal** criteria.



The **Percentage of gross sales payables to the City for Beverages & Snacks** for each proposer will be multiplied against the City's estimated annual amount for **Gross Sales for Beverages & Snacks** to determine the **Total Revenue from Gross Sales** for each proposer.

For calculation purposes, the City shall use \$30,000 as the estimated annual amount for **Gross Sales for Beverages & Snacks**. However, please note that the \$30,000 estimate is not a guaranteed amount of gross sales that may be realized during the course of the contract as sales fluctuate.

In addition, the **Total Minimum Amount Per Month Payable to the City for Beverage and Snack Machines** will be multiplied by 12 months and also multiplied by the Estimated Number of Vending Machines to generate the **Total Estimated Minimum Annual Amount Payable to the City**.

For calculation purposes, the City shall use 36 as the Estimated Number of Vending Machines. However, please note that the number of machines may fluctuate from time to time, per mutual agreement of the parties.

The higher amount of the **Total Estimated Annual Revenue from Gross Sales** or the **Total Estimated Minimum Annual Amount Payable to the City** will be used as the **Revenue Proposal** for each proposer.

Then **Proposer "X" Revenue Proposal** will be divided by the **Highest Revenue Proposal** and that total will be multiplied by the **Maximum Available Points for the Revenue Proposal = Proposer "X" Score**.

Example:

Firm "A" revenue proposal is \$20,000 and is the highest revenue proposal
 Firm "B" revenue proposal is \$15,000
 Firm "C" revenue proposal is \$10,000

Maximum Points Available for the "Revenue Proposal" criteria: 45

Calculation:

Firm "A": Highest revenue proposal and receives 45 points
 Firm "B": $\$15,000 / \$20,000 \times 45 \text{ points} = 33.75 \text{ points}$
 Firm "C": $\$10,000 / \$20,000 \times 45 \text{ points} = 22.50 \text{ points}$



1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	March 12, 2024
Question Due Date	April 2, 2024
Anticipated Date of Issuance for the Addenda with Questions and Answers	April 8, 2024
Proposals will be accepted until	2:00 p.m. on April 16, 2024
Proposals will be opened at	2:30 p.m. on April 16, 2024
Evaluation of Proposals by Staff	April 17, 2024 - May 3, 2024
Recommendation of Contractor to City Commission award	May 15, 2024

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on April 16, 2024**.

Please note vendors should be registered on Bonfire under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact Support@GoBonfire.com with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

☒

2.1.1 General Indemnification: The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Yes No

☐

2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company



shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days’ prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days’ notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*



The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ☐ 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of



City of Pembroke Pines

\$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ☒ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ☒ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

- ☐ ☒ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ☒ 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your



City of Pembroke Pines

services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ * 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No



City of Pembroke Pines

- ☐ * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- ☐ ☐ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS



- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
 - 2.7.2 Waiver of all Rights of Subrogation against the CITY.
 - 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
 - 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
 - 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
 - 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the “**Messages**” section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the “**Messages**” section, vendors will find the “**Opportunity Q&A**” tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the “**Question Due Date**” stated in the solicitation. Questions received after “**Question Due Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they Bonfire support at Support@GoBonfire.com with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary



permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer's information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new,

the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

3.10 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.14 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.15 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.16 COPYRIGHT OR PATENT RIGHTS

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.17 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, in the Vendor Registration module on the Bonfire website, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

3.18 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.19 FACILITIES



The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

3.20 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.21 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on

the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.22 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall



remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.25 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

3.26 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.27 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees



or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends

and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a



physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.31 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.



Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.34 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive



solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply



will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3.36 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL

**INTERESTS IN GOVERNMENT
CONTRACTING**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature _____

Title _____

Name of Company _____

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD[YY])
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED		
YOUR COMPANY NAME HERE		INSURERS AFFORDING COVERAGE
		INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.
		Companies providing coverage

COVERAGES					
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ policy ☐ project ☐ loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL	Certificate must contain wording similar to what appears below
"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"	

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL 30 DAYS WRITTEN LEFT.
City Must Be Named as Certificate Holder		AUTHORIZED REPRESENTATIVE



CONTINUING SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this ____ day of _____, **2021**
by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Corporate_Address_Line_1», «Vendor_Corporate_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



1.3 On _____ **2021**, the CITY Commission approved the ranking of the firms responding to the referenced solicitation and authorized the negotiation of Continuing Services Agreements for an initial **«Initial_Contract_Length»** term.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

1.5 CONTRACTOR is one of the **«Number_of_Vendors_in_the_Pool»** highest ranked qualified firms referenced above and is willing and able to perform such **«Service_Description»** for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement (hereinafter referred to as "Continuing Services Agreement" or "Agreement").

1.6 The purpose of this Continuing Services Agreement is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if CONTRACTOR is chosen, from the pool of contractors, from a request to submit a bid on a specific project.

1.7 CITY intends and CONTRACTOR acknowledges that any future services pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide goods and/or services to the City for specified projects as may be identified by CITY from time to time in CITY's sole discretion (the "Services") all of which shall be the subject of this Agreement. CITY makes no representation to CONTRACTOR of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY.

2.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's **«Solicitation_Type_Abbreviation»** and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the prices and terms contained therein.

2.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Services on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any Services identified in **Exhibit "A"**.

2.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment or project pursuant to the terms and conditions of this Agreement. In the event CONTRACTOR agrees to provide such Services,



CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.

2.5 All specifications and plans prepared or to be used for the Services provided herein shall be certified and approved by CONTRACTOR and submitted to the CITY for approval prior to advertisement or implementation as applicable.

2.6 All Services provided by CONTRACTOR shall be provided in a professional manner and CONTRACTOR acknowledges that CITY is relying upon CONTRACTOR's professional knowledge and expertise to perform under this Agreement. Services performed by CONTRACTOR shall be in accordance with the schedule provided by CITY, unless the parties agree in writing to modify or change the schedule. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.

2.7 In the event the CONTRACTOR requires the services of any subconsultants /subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must secure the prior written approval of the CITY.

2.8 Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

2.9 No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

ARTICLE 3 TERM AND TERMINATION

3.1 CONTRACTOR shall provide the Services as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial «Initial_Contract_Length» period commencing on «Commencement_Date» and ending on «Termination_Date», and according to the estimated schedule contained in **Exhibit "A"**.

3.2 This Agreement may be renewed for «Contract_Renewal_Terms» upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing «Termination_for_Convenience» days of written notice by the



terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 3.5.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than fifteen (15) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 3.5.2 CONTRACTOR becomes insolvent;
- 3.5.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 3.5.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 3.5.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 3.5.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 3.5.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or
- 3.5.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Services hereunder shall be based on the as-needed services provided and governed by «**Solicitation_Title**» program subject to the applicable rules and regulations governing those programs. Upon delivery, the CITY shall make final inspection of the Services rendered. If this inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted



by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

4.2 If any of the Services is required to be rejected for any reason, the CONTRACTOR shall be required to perform the Services to the satisfaction of the CITY. CITY shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5

GUARANTEE OF SERVICES

5.1 CONTRACTOR warrants and guarantees that the Services provided, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONTRACTOR shall provide a warranty as to fitness of the Commodities for a period of one hundred and eighty (180) days or the time designated in the standard factory warranty or the time designated in **Exhibit "A"**, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 6

INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.



City of Pembroke Pines

6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7 **INSURANCE**

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during



the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

☐ ☐

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

IF CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide



CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

☐ ☐

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☐

7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☐ ☐

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

☐ ☐

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For*



Construction projects: Increase to ten (10) years). **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☐

7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained



for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐

7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☐

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

7.7.2 Waiver of all Rights of Subrogation against the CITY.



City of Pembroke Pines

- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement



and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

GOVERNING LAW AND VENUE



This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

ARTICLE 15

BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17

DISPUTE RESOLUTION

17.1 Operations During Dispute.

17.1.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

17.1.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief



in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.1.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18

PUBLIC RECORDS

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:



City of Pembroke Pines

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 19
SCRUTINIZED COMPANIES**

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES**

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or



- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
- ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
 - ☐ CONTRACTOR is a governmental agency.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic



Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 21 EMPLOYMENT ELIGIBILITY

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 Definitions for this Section.

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the



contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

22.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective



unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR «Vendor_Contact_Title»
«Vendor_Name»
«Vendor_Physical_Contact_Address_Line_1»
«Vendor_Physical_Contact_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

22.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: _____
CHARLES F. DODGE, CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

Signed By: _____

Name: _____

Title: _____



Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

Question 1) In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

Answer: Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary			
Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
Total	132	10.61%	



Question 2) We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

Answer: The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment	
Equal Benefits Certification Form				
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies		
Vendor Drug-Free Workplace Certification Form				
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply		A comment is required for this response
E-Verify System Certification Statement				
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes		
Local Business Tax Receipts				
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.	
Scrutinized Company Certification				
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?		Yes	
11 Questions			81.82% Complete	

Portal

RE-24-04 - Vending Machine Services at Various Pembroke Pines Locations



City of Pembroke Pines [Back to list](#)

 Project Details

Project: Vending Machine Services at Various Pembroke Pines Locations

Ref. #: RE-24-04

Type: RFP

Status: CLOSED

Open Date: Mar 14th 2024, 5:30 PM EDT

Intent to Bid Due Date: Apr 16th 2024, 2:00 PM EDT

Questions Due Date: Apr 2nd 2024, 11:30 PM EDT

Contact Information: Procurement Department, 954-518-9020

Close Date: Apr 16th 2024, 2:00 PM EDT

Days Left: Submissions are now closed

Project Description:

The City is seeking proposals from qualified firms, hereinafter referred to as the Vendor, to establish a contract to furnish, install, stock, replenish and maintain beverage machines, snack machines or both at various City locations, in accordance with the terms, conditions, and specifications contained in this solicitation. The selected vending company shall provide a monthly commission to the City of Pembroke Pines.

Important Events:



[Navigation](#) odes:
_NAICS_2022 4542 Vending Machine Operators



- US_NAICS_2022 5616 Investigation and Security Services
- US_NAICS_2022 56161 Portal Investigation, Guard, and Armored Car Services
- US_NAICS_2022 561612 Security Guards and Patrol Services
- US_NAICS_2022 561613 Armored Car Services
- US_NAICS_2022 445132 Vending Machine Operators

Supporting Documentation:

Download All Files

Search

File	Type	Description	Date Created	Actions
Attachment D - Vending Proposed Locations (2).pdf	Documentation	Attachment D	Mar 14th 2024, 1:32 PM EDT	Download
Bonfire FAQs regarding Questionnaires.pdf	Documentation	Bonfire FAQ regarding Questionnaires	Aug 9th 2022, 4:55 PM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Aug 9th 2022, 4:55 PM EDT	Download
RE-24-04 Vending Machine Services at Various Pembroke Pines Locations.pdf	Documentation	1) RFP	Mar 14th 2024, 1:29 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Aug 9th 2022, 4:55 PM EDT	Download
Specimen Contract - Continuing Services Agreement.pdf	Documentation	Attachment C	Mar 14th 2024, 1:31 PM EDT	Download
Submission Instructions - RE-24-04.pdf	Documentation	Submission Instructions	Mar 14th 2024, 1:47 PM EDT	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Pricing Sheet / Bid Table

Name	Type	# Files	Requirement	Instructions	Actions
Untitled BidTable (BT-17DI)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	Download

Other Completed Documents

Name	Type	# Files	Requirement	Instructions	Actions
3 Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Request Pricing	File Type: PDF (.pdf)	Multiple	REQUIRED		



Sub-Contracting	Portal	File Type: PDF (.pdf)	Multiple	REQUIRED
Maintenance Plan		File Type: PDF (.pdf)	Multiple	REQUIRED
Equipment Details		File Type: PDF (.pdf)	Multiple	REQUIRED
Schedule		File Type: PDF (.pdf)	Multiple	REQUIRED

Questionnaire

Name	Type	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-57CN)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	<button>Download</button>

Optional Documentation

Name	Type	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

Document Takers

Search

Vendors	# Files	Actions
Aeromech Engineering Solutions LLC	5	<button>View</button>
ATLANTIC VENDING INC.	1	<button>View</button>
Bettoli Trading Corp	26	<button>View</button>
BidNet	7	<button>View</button>
Breaktime Vending	2	<button>View</button>
Cambridge LTD	135	<button>View</button>
ELITE TRANSPORT SOUTH, LLC	7	<button>View</button>
ENCOP, INC.	8	<button>View</button>
3		
Skip Top Navigation		
er Solutions LLC	2	<button>View</button>



Florida Consulting Group	1	View
Portal		
Federal Engineering & Testing, Inc.	3	View
Florida Sunshine Vending	2	View
Genius logistics vending LLC	1	View
Grey and Associates	8	View
Gtech	7	View
North America Procurement Council Inc., PBC	7	View
Onvia, Inc	7	View
RELYC CONTRACTOR	8	View
Sanford Federal, Inc.	1	View
South Florida Healthy Vending, LLC	9	View
Taza Supplies LLC	14	View
VISUAL	1	View
YRY Homes	7	View

Interested Subcontractors

Search

Vendors

Contact

Processing

Subcontract Services

Uploading, please wait...

Messages

Public Notices (0)

Vendor Discussions (0)



Submissions and Subcontracting

3

[Skip Top Navigation](#)

This project is not open for proposal submissions at this time.



Requests Community Projects Vendors Insights



Maria R.
City of Pembroke Pi...

[Technical Support](#) [Portal Security](#) [Terms of Service](#) [Privacy Policy](#) [Sitemap](#)

Portal

Powered by
 Bonfire



Vendor Discussions

No messages



Public Notices

No messages



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Proposal Submission (Q-57CN)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Untitled BidTable (BT-17DI)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Non-Collusive	File Type: PDF	1	Required	



Name	Type	# Files	Requirement	Instructions
Affidavit	(.pdf)			
Resale Pricing	File Type: PDF (.pdf)	Multiple	Required	
Service Narrative	File Type: PDF (.pdf)	Multiple	Required	
Sub-Contracting	File Type: PDF (.pdf)	Multiple	Required	
Maintenance Plan	File Type: PDF (.pdf)	Multiple	Required	
Equipment Details	File Type: PDF (.pdf)	Multiple	Required	
Schedule	File Type: PDF (.pdf)	Multiple	Required	
Trade Secrets	File Type: PDF (.pdf)	Multiple	Optional	
Financial Statements	File Type: PDF (.pdf)	Multiple	Optional	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2022	5616	Investigation and Security Services	



Commodity Set	Commodity Code	Title	Description
US_NAICS_2022	56161	Investigation, Guard, and Armored Car Services	
US_NAICS_2022	561612	Security Guards and Patrol Services	
US_NAICS_2022	561613	Armored Car Services	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/124449>.

Please note that Questionnaires may take a significant amount of time to prepare.

Requested BidTables:

The BidTable Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/124449>.

Please note that BidTables may take a significant amount of time to prepare.



2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/124449>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Apr 16, 2024 2:00 AM EDT**.

The Vendor Discussion period for this opportunity starts Mar 14, 2024 8:00 PM EDT. The Vendor Discussion period for this opportunity ends Apr 02, 2024 11:30 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 17, 2024 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related



to your submission. You can also visit their help forum at
<https://vendorsupport.gobonfire.com/hc/en-us>

Responses

Bettoli Trading, Corp.

				Numeric	Numeric	Text		
Item				Minimum amount per month per vending machine payable to the City	Percentage of gross sales payable to the City (Please submit in decimal points)	Vendor Notes	Total Estimated Annual Revenue from Gross Sales	Total Estimated Minimum Annual Amount Payable to the City.
2463748	Revenue Proposal	\$ 30,000.00	36	\$ 56.00	20%	none	\$ 6,000.00	\$ 24,192.00
							\$ 6,000.00	\$ 24,192.00

#		Question	Response	Comment
Resale Pricing				
1.1.1		Did you submit the Resale Pricing information?	Yes	
Service Narrative				
1.2.1		Did you submit the Service Narrative information?	Yes	
Sub-Contracting				
1.3.1		Did you submit the Sub-Contracting information?	Yes	
Maintenance Plan				
1.4.1		Did you submit the maintenance plan information?	Yes	
Equipment Details				
1.5.1		Did you submit the Equipment Details information?	Yes	
Schedule				
1.6.1		Did you submit the Schedule information?	Yes	
6 Questions			100.00% Complete	

Question Set 2: Tab 2 - References Form

#	Question	Response	Comment
General Questions			
2.1.1	How many clients have you provided services for?	100+	
2.1.2	What similar or related projects have you worked on within the past three years?	City of Weston, City of Miramar, Town of Davie, Florida International University, Broward County Parks and recreation	
2.1.3	What challenges did you face and how did you overcome them?	staff shortage, better conditions, increase hourly rates.	
2.1.4	How much of your revenue is derived from managing projects similar to ours?	95%	
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	City of Weston	
2.2.2	Address	20200 Saddle Club Rd. Weston, FL. 33327	
2.2.3	Contact Name	Bryan Beard	
2.2.4	Contact Title	Recreational Superintendent of Parks and Recreation	
2.2.5	Contact E-mail Address	bbeard@westonfl.org	
2.2.6	Contact Telephone #	954-389-4321	
Reference #1: Project Information			
2.3.1	Name of Contractor Performing the work	Bettoli Vending	
2.3.2	Name and location of the project	Vending Services	
2.3.3	Nature of the firm's responsibility on the project	Original Provider	
2.3.4	Contract Start Date	2017	
2.3.5	Contract (Anticipated) end date	2027	
2.3.6	Quantity of vending machines	20+	
2.3.7	The results/deliverables of the project	Successful	
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	Florida International University	
2.4.2	Address	11200 S.W. 8 th street, Miami, FL. 33199	
2.4.3	Contact Name	Carvel Wallace	
2.4.4	Contact Title	Director – Business Services - Retail,	
2.4.5	Contact E-mail Address	cwallace@fiu.edu	
2.4.6	Contact Telephone #	305-348-7246	
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	Bettoli Vending	
2.5.2	Name and location of the project	Vending Services	
2.5.3	Nature of the firm's responsibility on the project	Original Provider	
2.5.4	Contract Start Date	2023	
2.5.5	Contract (Anticipated) end date	2028	

2.5.6	Quantity of vending machines	100
2.5.7	The results/deliverables of the project	Succesful
Reference #3: Reference Contact Information		
2.6.1	Name of Firm, City, County or Agency	City of Miramar.
2.6.2	Address	2300 Civic Center Place, Miramar, FL. 33025
2.6.3	Contact Name	Luz Bartra
2.6.4	Contact Title	Administrative services coordinator, procurement dept
2.6.5	Contact E-mail Address	Imbartra@miramarfl.gov
2.6.6	Contact Telephone #	(954) 602-3065
Reference #3: Project Information		
2.7.1	Name of Contractor Performing the work	Bettoli Vending
2.7.2	Name and location of the project	Vending Services
2.7.3	Nature of the firm's responsibility on the project	Original Provider
2.7.4	Contract Start Date	2020
2.7.5	Contract (Anticipated) end date	2025
2.7.6	Quantity of vending machines	29
2.7.7	The results/deliverables of the project	Succesful
Reference #4: Reference Contact Information		
2.8.1	Name of Firm, City, County or Agency	City of Coconut Creek
2.8.2	Address	4800 West Copans Rd. Coconut Creek, FL. 33063
2.8.3	Contact Name	Lorie Messer
2.8.4	Contact Title	Procurement Analyst
2.8.5	Contact E-mail Address	LMesser@coconutcreek.net
2.8.6	Contact Telephone #	954-956-1584
Reference #4: Project Information		
2.9.1	Name of Contractor Performing the work	Bettoli Vending
2.9.2	Name and location of the project	Vending Services
2.9.3	Nature of the firm's responsibility on the project	Original Provider
2.9.4	Contract Start Date	2017
2.9.5	Contract (Anticipated) end date	2029
2.9.6	Quantity of vending machines	14
2.9.7	The results/deliverables of the project	Succesful
Reference #5: Reference Contact Information		
2.10.1	Name of Firm, City, County or Agency	City of Doral
2.10.2	Address	8401 NW 53 rd street, Doral, FL. 33166

2.10.3	Contact Name	Mauricio Narvaez	
2.10.4	Contact Title	Superintendent of park operations	
2.10.5	Contact E-mail Address	Mauricio.Narvaez@cityofdoral.com	
2.10.6	Contact Telephone #	305-593-6600	
Reference #5: Project Information			
2.11.1	Name of Contractor Performing the work	Bettoli Vending	
2.11.2	Name and location of the project	Vending Services	
2.11.3	Nature of the firm's responsibility on the project	Original Provider	
2.11.4	Contract Start Date	2017	
2.11.5	Contract (Anticipated) end date	2029	
2.11.6	Quantity of vending machines	22	
2.11.7	The results/deliverables of the project	Succesful	
69 Questions			100.00% Complete

Question Set 3: Tab 3 - Firm’s Understanding and Approach to the Work

#	Question	Response	Comment
3.0.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	Please see attached proposal	
3.0.2	Please clearly describe all aspects of the project proposed.	Please see attached proposal	
3.0.3	Include details of your approach and work plans. Proposer shall: i.) Provide details on how their organization will provide Armored Car Services for locations in accordance with the frequency schedule provided herein on Section 1.3.7; ii.) Provide details on how their organization will provide Armored Car Services for locations that require On-Call services; iii.) Provide detailed description of handling customer service and billing complaints.	N/A	We provide vending services, not armored car service.
3.0.4	How would you organize this project in terms of milestones?	Please see attached proposal	
3.0.5	Identify any issues or concerns of significance that may be appropriate.	Some locations may not have enough volume to properly service. We would discuss with the corresponding dept to appropriately service.	
3.0.6	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	Please see attached proposal	
3.0.7	How do you ensure the quality of your services? i. What criteria do you use to measure your quality?	Please see attached proposal	
3.0.8	How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?	Depends on what constitutes as a mistake or error, errors that are seen by the public are much lowered than the industry standards. For example our average weekly service calls are about 100 service calls, from which only about 10-20 can be seen by the public. considering that we have over 2,300 machines that means that it will take years before a spacific machine will have an issue perceived by the public.	
3.0.9	Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control design and contract documentation, including record keeping.	Please see attached proposal	
9 Questions		100.00% Complete	

Question Set 4: Tab 3 - Experience and Capabilities

#	Question	Response	Comment
4.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	We are currently servicing the city and would like to continue the relationship. It has been a pleasure to service the city of Pembroke Pines.	
4.0.2	Describe the size of your firm.	We service 2,300+ machines. we have 16 active routes and 3 technicians.	
4.0.3	Describe your firm's financial history, strength and stability.	Bettoli Vending has a strong history of complying with its financial responsibilities. Even thru covid we were able to navigate the financial complications and come out stronger than when covid started,	
4.0.4	Describe your firm's range of activities.	Our specialty are vending machines, we also manage micromarkets as well as pantry services and hospitality supplies.	
4.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	We are the only company in the area with industry certified technicians. We have been servicing similar conytract for 23 years.	
4.0.6	Do you have a minimum of two (2) years of experience? Please provide proof of such experience.	Yes	Please see sunbiz.org
4.0.7	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	We are located a few miles from the city limits. We currently service the city.	
4.0.8	Explain the availability and access to the firm's top level management personnel.	Contract manager has celphone number of Director of operations.	
4.0.9	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	We strive to meet deadlines. The only times when I can think of any delays have been due to weather constrains.	
4.0.10	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	Maurizio Bettoli and Leonardo Bettoli	
4.0.11	Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.	See attached proposal	
4.0.12	Explain the ability and experience of the field staff with specific attention to project related experience.	See attached proposal	
4.0.13	Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.	See attached proposal	
4.0.14	Provide the recent, current, and projected workload of the firm.	Currently we don't have any mayor changes that we can forsee on our workload.	
4.0.15	What is your reputation compared to your peers in the market?	We are higly respected from our competitors. We provide an excelent service and our competitors know it.	
4.0.16	What is your reputation like among customers and how have you developed it?	our clients know that we are the company that solves the problems. Our private clients which are not required to go out to bid are usually the longest clients we have some of them for over 23 years.	
4.0.17	How does your service differ from similar competitors? How do you win and retain business?	We pride ourselves on our service. It is hard to compete with some clients because most clients focus on price at first not realizing that this is a convenience business and a few cents per item more would be more than worth it at the moment the "convenience" is needed.	
4.0.18	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	See attached proposal	
18 Questions		100.00% Complete	

Question Set 5: Proposer's Background Information

#	Question	Response	Comment
Former Business			
5.1.1	Under what former name has your business operated? Include a description of the business.	Bettoli Trading Corp and Bettoli Vending	
5.1.2	At what address was that business located?	We have been at the same address for 23 years	
Past Failure			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcontracting			
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	Yes	Advance Icecream Vending has been our subcontractor since 2010 for ice cream services.
Bankruptcy Petitions			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	None	
Bond Claims			
5.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	None	
Claims, Arbitrations, Administrative Hearings and Lawsuits			
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	Auto Negligence cases only	Other than auto negligence cases we have never been involve in any of these matters.
Criminal Proceedings or Hearings			
5.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	None	
Company Classification			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides \"Original Provider\" please explain.	Original Provider	
Debarment/Suspension			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			
5.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	Our experience in vending is a vast as it can be. With over 23 years of experience with the same administrative staff as well as technicians.	We have grown from less than 500 machines to over 2,300 in 20 years thanks to our ability to overcome any adversities and our priority of service over profit to ensure client satisfaction and ensure we continue to grow over the years.
12 Questions		100.00% Complete	

Question Set 6: Vendor Registration Checklist

#		Question	Response	Comment
Vendor Information Form				
6.1.1		Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)				
6.2.1		Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile				
6.3.1		Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form				
6.4.1		Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Vendor Preference Certificate				
6.5.1		Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) YEAR.	Not a Local Pembroke Pines or Broward County Vendor	
Local Business Tax Receipts				
6.6.1		Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification				
6.7.1		Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form				
6.8.1		Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form				
6.9.1		Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification				
6.10.1		Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement				
6.11.1		Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
11 Questions			100.00% Complete	

Question Set 7: Contact Information Form

#	Question	Response	Comment
Company Information			
7.1.1	Company Name	Bettoli Trading Corp. D/B/A Bettoli Vending	
7.1.2	Company Address	6095 NW 167th street Ste D4, Hialeah, FL. 33015	
7.1.3	Is the location/address in which the work will be conducted/completed, different than the address listed above? If yes, please list the primary address in which the work will generally be completed in.	No	
Primary Contact for the Project			
7.2.1	Contact Name	Maurizio Bettoli	
7.2.2	Contact Title	Director	
7.2.3	Contact E-mail Address	Maurizio@BettoliVending.com	
7.2.4	Contact Telephone Number	786-565-6029	
Authorized Approver			
7.3.1	Contact Name	Maurizio Bettoli	
7.3.2	Contact Title	Director	
7.3.3	Contact E-mail Address	Maurizio@BettoliVending.com	
7.3.4	Contact Telephone Number	786-565-6029	
11 Questions		100.00% Complete	



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

Representative

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature Maurizio Bettoli Digitally signed by Maurizio Bettoli
Date: 2024.04.15 11:15:45 -04'00'

Title Director of Operations

Name of Company Bettoli Trading Corp.



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>Bettoli Trading Corp.</u>		
Doing Business As (DBA)	<u>Bettoli Vending</u>		
Primary Business Address	<u>6095 NW 167th street</u>		
	<u>Ste D4</u>		
	City:	<u>Hialeah</u>	
	State:	<u>FL</u>	Zip: <u>33015</u>
	Country:	<u>USA</u>	
Remit To Address	<u>SAME</u>		
	City:		
	State:		Zip:
	Country:		
Order From Address	<u>SAME</u>		
	City:		
	State:		Zip:
	Country:		
Foreign Entity (Yes/No)	<u>No</u>		
Telephone Number	<u>305-626-0740</u>		
Primary Company E-mail	<u>Bettoli@BettoliVending.com</u>		
Fax	<u>305-623-0108</u>		
Website	<u>www.BettoliVending.com</u>		
DUNS	<u>05-102-2999</u>		
Independent Contractor (Yes/No)			
Identification Number	SSN:	FID:	<u>65-1057065</u>

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.
<u>N/A</u>		

CONTACT INFORMATION	
Contact Name (First & Last Name)	<u>Maurizio Bettoli</u>
Description/Title/Position	<u>Director of Operations</u>
Phone (Voice)	<u>305-626-0740</u>
Phone (Text)	<u>786-565-6029</u> Opt In (Y/N): <u>y</u>
Fax	<u>305-623-0108</u>
E-mail	<u>Maurizio@BettoliVending.com</u>

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bettoli Trading Corp.	
2 Business name/disregarded entity name, if different from above Bettoli Vending	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____ ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 6095 NW 167th Street, Ste D4	Requester's name and address (optional)
6 City, state, and ZIP code Hialeah, FL. 33015	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

9/9/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

(OFFICE USE ONLY) Vendor # _____

<u>Please Provide a Summary of your Company and What Services you provide</u> Full Line Vending Services, Beverages, Snacks, Ice Cream, Coffee, Food.
--



City of Pembroke Pines

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Bettoli Trading Corp
(name of entity submitting sworn statement) whose business address is
6095 NW 167th street Ste D4, Hialeah, FL. 33015
and (if applicable) its Federal Employer Identification Number (FEIN) is
65-1057065. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Maurizio L Bettoli and my
(Please print name of individual signing)
relationship to the entity named above is Director of Operations.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

*City of Pembroke Pines*

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**


Bidder's Name/Signature

Bettoli Trading Corp.

Company

04/15/2024

Date



City of Pembroke Pines

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

- ☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Bettoli Trading Corp.

AUTHORIZED OFFICER NAME / SIGNATURE: Maurizio Bettoli

Digitally signed by Maurizio Bettoli
Date: 2024.04.15 09:09:53 -04'00'



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Maurizio Bettoli
Digitally signed by Maurizio Bettoli
Date: 2024.04.15 09:15:38 -04'00'

Authorized Signature

Maurizio Bettoli

Authorized Signer Name

Bettoli Trading Corp

Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Maurizio Bettoli Director of Operations, on behalf of Bettoli Trading Corp.,
Print Name and Title Company Name
 certify that Bettoli Trading Corp.:
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Bettoli Trading Corp.
Company Name

Maurizio Bettoli 
Print Name / Signature

Director of Operations
Title



City of Pembroke Pines

E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
 - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Bettoli Trading Corp.

COMPANY NAME: _____

Maurizio L Bettoli

PRINTED NAME / AUTHORIZED SIGNATURE: _____



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Bettoli Trading Corp.

PRINTED NAME / AUTHORIZED SIGNATURE: Maurizio Bettoli Digitally signed by Maurizio Bettoli
Date: 2024.04.15 09:32:46 -04'00'

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: BETTOLI VENDING

Receipt #: 384-292170
Business Type: OPERATOR MERCHANDISE (VENDING MACHINE)

Owner Name: BETTOLI VENDING
Business Location: 6095 NW 167 ST STE 1
MIAMI DADE COUNTY

Business Opened: 07/18/2018
State/County/Cert/Reg: 0907-1159
Exemption Code:

Business Phone:

Rooms

Seats

Employees

Machines

Professionals

253

For Vending Business Only

Number of Machines: 253

Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
300.00	0.00	0.00	0.00	0.00	0.00	300.00

Receipt Fee 300.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

BETTOLI VENDING
6095 NW 167 ST STE D4
HIALEAH, FL 33015

Receipt #04B-22-00003100
Paid 07/25/2023 300.00

2023 - 2024



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Bettoli Trading Corp.

PRINTED NAME / AUTHORIZED SIGNATURE: Maurizio Bettoli

Digitally signed by Maurizio Bettoli
Date: 2024.04.15 09:22:48 -04'00'

Florida Department of Agriculture and Consumer Services
Division of Food Safety

2024



ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

**WILTON SIMPSON
COMMISSIONER**

PERMIT TYPE: 224
FOOD ENTITY NUMBER: 331581

LOCATION:
BETTOLI VENDING
6095 NW 167th ST, Suite D4 and D5
Hialeah, FL 33015-4313

EXPIRATION DATE: August 11, 2024

OWNER:
BETTOLI TRADING CORP
6095 NW 167th ST, Suite D4 and D5
Hialeah, FL 33015-4313

This permit must be conspicuously displayed at the permitted location. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing.

THIS FOOD PERMIT IS NOT TRANSFERABLE

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000107670

Entity Name: BETTOLI TRADING, CORP.

Current Principal Place of Business:

6095 NW 167TH ST
UNIT D-4
HIALEAH, FL 33015

Current Mailing Address:

6095 NW 167TH ST
UNIT D-4
HIALEAH, FL 33015 US

FEI Number: 65-1057065

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

BETTOLI, MAURIZIO PRESIDE
6095 NW 167 ST.
UNIT D-4
HIALEAH, FL 33015 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name BETTOLI, MAURIZIO
Address 3530 MYSTIC POINTR DR. APT. 1215
City-State-Zip: AVENTURA FL 33180

Title D
Name BETTOLI, MAURIZIO L
Address 1080 CREEKFORD DR
City-State-Zip: WESTON FL 33326

Title D
Name BETTOLI, VALERIA
Address 3530 MYSTIC POINTE DR. APT. 1605
City-State-Zip: AVENTURA FL 33180

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: VALERIA BETTOLI

DIRECTOR

02/06/2024

Electronic Signature of Signing Officer/Director Detail

Date

APPLICATION FOR RENEWAL OF FICTITIOUS NAME

REGISTRATION# G10000054470

Fictitious Name: BETTOLI VENDING

FILED
Jan 07, 2020
Secretary of State
G20000003136

Current Mailing Address:

6095 NW 167TH STREET
STE D4
MIAMI, FL 33015

New Mailing Address:

6095 NW 167TH STREET
STE D4
MIAMI, FL 33015 US

Current County of Principal Place of Business:

MIAMI-DADE

New County of Principal Place of Business:

Current FEI Number:

65-1057065

New FEI Number:

Current Owner(s):

Document #: P00000107670 () Delete
FEI #: 65-1057065
Name: BETTOLI TRADING CORP.
Address: 6095 NW 167TH STREET STE D4
City-St-Zip: MIAMI, FL 33015

Additions/Changes to Owner(s):

Document #: () Change () Addition
FEI #:
Name:
Address:
City-St-Zip:

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

MAURIZIO BETTOLI

01/07/2020

Electronic Signature(s)

Date

Certificate of Status Requested (X)

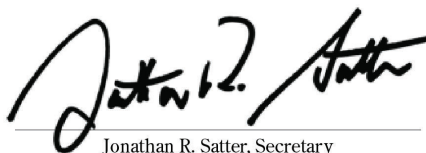
Certified Copy Requested ()

State of Florida

Woman & Minority Business Certification

Bettoli Trading Corp.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
11/10/2020 to 11/10/2022



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



RFP # RE-24-04 “Vending Machine Services”

City of Pembroke Pines, Florida

Due by 2:00 p.m., local time, April 16th 2024

Bettoli Trading Corp. D/B/A Bettoli Vending

Maurizio L Bettoli, Director of Operations

305-626-0740

Maurizio@BettoliVending.com

Contents

Letter of Interest..... 3

Resale Pricing 5

Service Narrative..... 5

Equipment Detail 5

Maintenance Plan 6

Refunds 6

Sub-Contractors 7

Schedule..... 7

Vending Menu..... 7

References 8

Administrative Staff Resumes 9

Other Certifications:..... 12

Annual Food Permit 13

License/Business Tax Receipt..... 13

Brochures 14

Letter of Interest

Bettoli Vending Established on November 2000. It was created by the acquisition of a small vending company with 350 active machines. After an intensive analysis, education within the industry and mastering the technological advances of the industry, we started our significant growth in 2007. Today we have over 2300 active machines, growing over 350% in less than 10 years. Our growth has not been coincidental. It was the result of a perfect mix of proper operation, implementation of proven technologies, education to our staff and dedication to our clients. Today, we operate with over 30 employees; who are trained by strict industry standards.



The industry progresses and we have always kept up with proven technologies that gives benefits to our clients and customers. We have integrated immediate customer service communication by integrating mobile app pages into our forms of communication. this form has been welcomed primarily by our younger customers, whom also have put stress into the healthier product lineups.

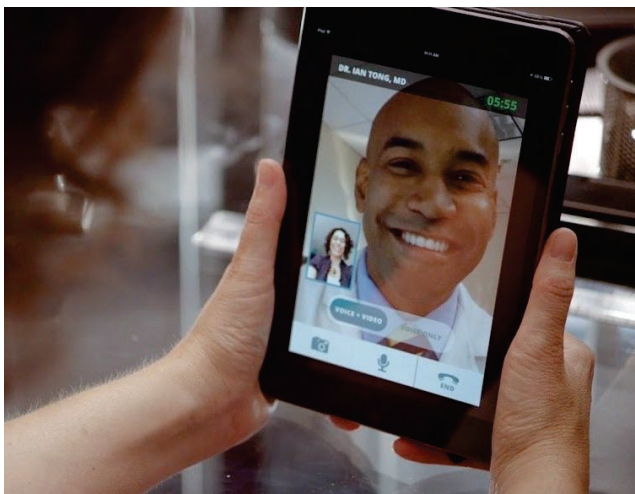
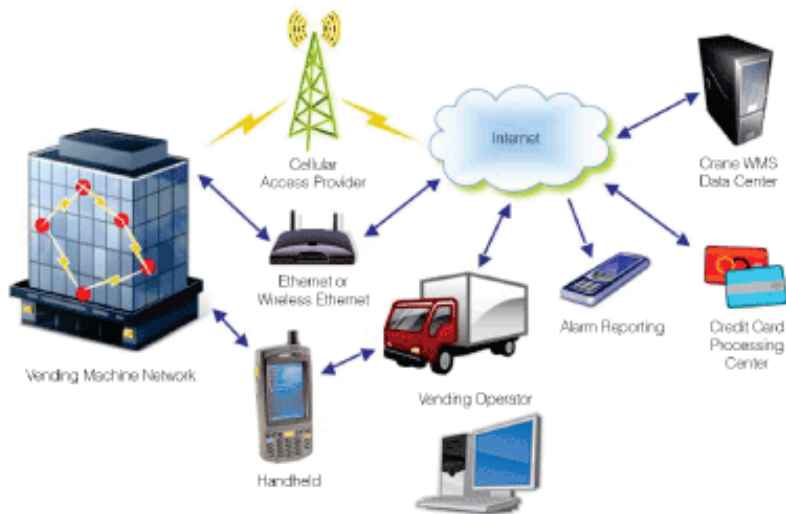


The technology has also been our best allied on beating the stigma of accountability in this industry. Being able to show such level of data is key on ensuring money is accounted properly.

As technology continues to advance, we reached a level in which most problems are electronically reported by the machine directly to us without human intervention.

This technology has placed us at the forefront of customer service performance. Increasing customer satisfaction and increasing equipment reliability.

For the past 15 years we have been using GPS tracking technology. This has helped us maximize our response time and efficiencies. As well confirm site visits if in doubt.



For the past 10 years we have integrated technology further by providing our staff with smartphones able to provide video conference. This has reduced our response time to service calls significantly. Many times the closest staff to a machine is not the service technician. However, with video conference the route staff is able to quickly show what the problem is providing us the ability to speed up the response. Either by allowing the office to know if a not common part might be needed or simply by informing the staff in front of the machine what to do to place the machine back in operation, many times reducing the service call to just minutes from the reported time.

The city currently has about 26 machines. These machines can all be serviced in 1 day with repeat service for those machines that require it as needed. Currently we have multiple vehicles already servicing machines near Pembroke Pines. It would be easy to integrate all 26 machines plus the 14 new locations or more into our ongoing schedule of service.

Our service fleet is integrated by multiple routes and technicians. Some of them with Journeyman Designation training by the National Automatic Merchandising Association.

Resale Pricing

Category	Price
Soda 12oz	\$1.50
Soda 20oz	\$3.00
Water	\$2.50
PowerAde	\$3.00
16oz Energy Drinks (Monster)	\$4.00
Regular Chips	\$1.25
Healthy Chips	\$1.25
Premium Chips	\$1.50-\$1.75
Bars	\$2.50
Pastries	\$2.25

* Prices for employee only locations may be negotiated with a proportional change on monthly fees for that location

Service Narrative

Our management plan is to install the proper equipment for each location. And schedule service at twice per week at community centers and once per week for all other areas. Schedule will be adjusted every 2 weeks during the following 2 months. We will maintain communication with the different departments so we can adjust schedule for special events such as summer camps and city wide events. The operations and Police department will be placed on our emergency list for pre and post hurricane emergency stops.

As it comes to equipment, we have used all brands and have tested most models available. We are willing to work with the City if a specific brand/model is necessary. On the next few pages you will see catalogs corresponding to many of these models.

Equipment Detail

Our plan is to implement **100% ADA compliant equipment**. With 4in1+ Credit Card acceptors in all machines, the 4in1+ is a device able to accept multiple forms of payments such as, credit card, mobile payments (Apple Pay, Android pay, etc.), RFID Credit Cards and allows us to combine it with the bill acceptor which can be program to accept up to \$20 bills.

For snack machines: Our preference is to use the state of the art, Crane Merchant Media. In both models (4 columns wide and 6 columns wide), We have used these machines successfully. We always inspect and test all models of machines available in the NAMA ONE SHOW, where the top 10 vending machine manufacturers are present, we are happy to discuss any ideas the City may have.



For Beverage Machines we plan to use Royal Vendors for Closed front machines and Bevmax 4 for the glass front machines. The machine would be chosen based on volume and location.

For the ice-cream machines our plan is to use the Leader in the industry of Ice cream vending, Fastcorp with its robotic arm delivery system. These machines can also handle frozen food where needed. The same cashless devices would also be used on these machines.



Please see the factory brochures on the next pages, here you can see that the machines we plan to use meet tier 2 energy star rating. And the snack machines do not display it because the rating is only applied to refrigerated machines. However, even the snack machines are program to power down the lights after long periods of inactivity.

Maintenance Plan

General maintenance will occur when the equipment is service. On a seasonal basis the machines will undergo a through clean/lube maintenance. Also, the staff is train to spot and report maintenance issues before they become a problem, ensuring continuity of service.

Refunds

Refunds will be handle in a method as chosen by the city. Different methods may be proposed for the same site.

1. Cash system. We can leave a refund bank for an onsite person to handle the refunds.
2. Coupons. We can leave coupons that may be used in the machines as regular cash for a free item.
3. Cash by mail. We can mail refunds as these are requested directly to each customer.

4. Any of these systems may be used in combination with our information app. Available at www.VendingRefunds.com this will guide you thru one of Multiple choices such as Refunds, Products requests, Service requests, etc.

We still want to make mentioned that all our machines are equipped with Sensors that will ensure delivery of the product and are design to over deliver product in case of failure. This significantly reduces the number of service calls and almost eliminates the need for refunds.

Sub-Contractors

We use Advance Ice Cream Co. as out only sub-contractor to provide ice cream vending machines to our clients.

Schedule

All 40 machines can be installed in Three days. However, to ensure a Smooth transition from your current vendor, we would recommend to install in 1 week, we would coordinate with the current operator to minimize the down time. This timeline ensures a smooth transition plan.

Vending Menu

We stock hundreds of different products, many of which are considered healthy under the guidelines set by the USDA for Schools. Bettoli Vending has develop a system for each department to choose their product by an online survey. Also, We can provide recommendations by type of location.

References

1. City of Weston.

Bryan Beard, Recreational Superintendent of Parks and Recreation

20200 Saddle Club Rd. Weston, FL. 33327.

T. 954-389-4321

Email: bbeard@westonfl.org

2. Florida International University.

Carvel Wallace, Director – Business Services - Retail,

11200 S.W. 8th street, Miami, FL. 33199

T. 305-348-7246

Email: cwallace@fiu.edu

3. City of Miramar.

Luz Bartra, Administrative services coordinator, procurement dept.

2300 Civic Center Place, Miramar, FL. 33025

T. (954) 602-3065

Email: lmbartra@miramarfl.gov

4. City of Coconut Creek

Lorie Messer, Procurement Analyst

4900 West Copans Rd.

Coconut Creek, FL. 33063

Email: LMesser@coconutcreek.net

5. City of Doral

Mauricio Narvaez, Superintendent of park operations

8401 NW 53rd street, Doral, FL. 33166

Email: Mauricio.Narvaez@cityofdoral.com

We hope that it would suffice with the list above. However, we service many more government locations such as:

- City of Fort Lauderdale
- City of Hialeah

- City of North Miami Beach
- City of Aventura
- Town of Davie
- City of Coral Gables
- Town of Golden Beach
- City of Homestead
- City of Sunny Isles Beach.
- Town of Greenacres
- Town of Pinecrest
- City of Miami Beach

We'll be glad to offer their contact info if more references are needed.

Administrative Staff Resumes

MAURIZIO BETTOLI

305-219-9486, MAURIZIO.BETTOLI@GMAIL.COM

EXPERIENCE

NOV 2000 - CURRENT Bettoli Trading Corp. *Miami, FL.*

DIRECTOR OF OPERATIONS

DUTIES INCLUDE

- Inventory control
- Supply chain
- Monitoring route efficiency
- Monitor compliance with federal, state and local laws.
- Supervise service calls and parts supply.

OCT 1999 - NOV 2000 Florida International University *Miami, FL*

MANAGER COMPUTER TECHNOLOGY TEAM

- To schedule personnel to tend the computer lab at the WUC at the FIU Biscayne Bay Campus
- To assure computers at the WUC were in working order and with the up to date software for students as well as staff
- To maintain ADA complaint computers to assist disabled students
- To assist on the websites for the WUC and Student Government

EDUCATION

JUNE 1997 – MAY 2002 Florida International University *Miami, FL*

BACHELOR OF SCIENCE

- Majors in Finance and Management of Information Systems.

REFERENCES

References are available on request.

LEONARDO BETTOLI, NCE

3600 MYSTIC POINTE DRIVE #1107, AVENTURA, FL 33180, 305-746-3469, LEOBETTOLI@HOTMAIL.COM

EXPERIENCE

JULY 2001 - CURRENT Bettoli trading Corp. *Miami, FL*

ACCOUNT MANAGER

- Monitor and Maximize Sales
- Responsible for new sales
- Customer retention
- Manage relationship between customers and route personnel

EDUCATION

2008 - 2010 Nova Southeastern University *Ft. Lauderdale, FL*

MASTER OF BUSINESS ADMINISTRATION

- **Specialization in Entrepreneurship**

2008 Michigan State University *East Lansing, MI*

NAMA EXECUTIVE DEVELOPMENT PROGRAM

- **NAMA Certified Executive**

2007 Georgia State University *Atlanta, GA*

EMERGING LEADERS DEVELOPMENT PROGRAM

2005 - 2008 Nova Southeastern university *Ft. Lauderdale, FL*

BACHELORS OF SCIENCE

2001 – 2005 Broward Community College *Ft. Lauderdale, FL*

ASSOCIATE IN SCIENCE

ACTIVITIES

- **Automatic Merchandising Association of Florida (AMAF), Board Member 2010 – 2013**

REFERENCES

References are available on request.

Other Certifications:

Bettoli Vending is a proud member of:

The National Automatic Merchandiser Association (NAMA) www.NAMANOW.org

The Automatic Merchandiser Association of Florida (AMAF)

Currently we have 30+ Direct Employees

Management team to be assigned to this project:

Leonardo Bettoli MBA, NCE, CCS. Merchandising and Marketing Manager, AMAF Board Member 2010-2013 and 2013-2016.

- NAMA Certified Executive.
- Route Driver Certified (NAMA)
- Vending Technician Level I (NAMA)
- Journeyman Vending Technician Certified (NAMA)
- Certified Coffee Specialist (NAMA)
- Specialization in Entrepreneurship

Maurizio L. Bettoli. Director of Operations

- Route Driver Certified (NAMA)
- Vending Technician Level I (NAMA)
- Journeyman Vending Technician Certified (NAMA)

Valeria Bettoli BS. Director of Finances

- MAST QuickBooks Certified

Jose De Freitas. Head Technician.

- Route Driver Certified (NAMA)
- Vending Technician Level I (NAMA)
- Journeyman Vending Technician Certified (NAMA)

Annual Food Permit



Florida Department of Agriculture and Consumer Services
Division of Food Safety

2024

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

WILTON SIMPSON
COMMISSIONER

PERMIT TYPE: 224
FOOD ENTITY NUMBER: 331581

EXPIRATION DATE: August 11, 2024

LOCATION:

BETTOLI VENDING
6095 NW 167th ST, Suite D4 and D5
Hialeah, FL 33015-4313

OWNER:

BETTOLI TRADING CORP
6095 NW 167th ST, Suite D4 and D5
Hialeah, FL 33015-4313

This permit must be conspicuously displayed at the permitted location. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing.

THIS FOOD PERMIT IS NOT TRANSFERABLE

License/Business Tax Receipt

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: BETTOLI VENDING

Receipt #: 384-292170
Business Type: OPERATOR MERCHANDISE (VENDING MACHINE)

Owner Name: BETTOLI VENDING
Business Location: 6095 NW 167 ST STE D
MIAMI DADE COUNTY

Business Opened: 07/18/2018
State/County/Cert/Reg: 0907-1159
Exemption Code:

Business Phone:

Rooms Seats Employees Machines Professionals
253

For Vending Business Only				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
300.00	0.00	0.00	0.00	0.00	0.00	300.00
Receipt Fee			300.00			
Packing/Processing/Canning Employees			0.00			

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

BETTOLI VENDING
6095 NW 167 ST STE D4
HIALEAH, FL 33015

Receipt # 04B-22-00003100
Paid 07/25/2023 300.00

2023 - 2024

Brochures

MERCHANT MEDIA

TRANSFORMING THE WAY CONSUMERS EXPERIENCE VENDING



Win New Business:

Differentiate your offering & win
NEW LOCATIONS

Maximize Sales:

Media offers new retail tools that
drive SAME-STORE SALES

Provide Long Lasting Solutions:

Built-In DURABILITY and
RELIABILITY that keep the store
working



Meets new ADA
requirements

MERCHANT MEDIA



Specifications

	Model 186	Model 187
Height:	72"	72"
Width:	33"	44"
Depth:	35"	35"
Weight:	510 lbs.	610 lbs.
Electrical:	115 VAC 60Hz, 3A	120 VAC 60Hz, 3A
Certifications:	UL, cUL, CE, FCC, NAMA	

Spiral Configuration Options



Merchant Media 4-Wide
38 Select Standard Model



Merchant Media 6-Wide
58 Select Standard Model

Payment Options

- Integrated Credit Card Swipe
- Integrated Bill Validator
- Standard Payment Opening 1
- Standard Payment Opening 2
- Near Field Communication Tap Zone

Other Key Options

- 3.5" Color Display with Keypad or 7" Touchscreen
- Surround & Integrated Payment LED Option
- Standard Cabinet LED Lighting
- Healthy Graphics Package
- Custom Graphics
- 6-Shelf and 7-Shelf Configurations
- Internal Tactile Keypad & Speaker Option (for visually impaired operators)
- Black Media Door Option

Built-In Telemetry Options

- For Remote Monitoring or Credit Card Payments:
 - Verizon (CDMA) - Standard
 - AT&T (GSM) and Sprint (CDMA) are also available
 - Local Mesh Network

Key Features

Color Displays

Pick from two stunning user interfaces to grab consumer's attention.

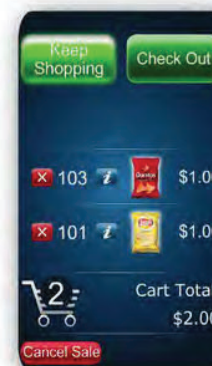


Out-Of-The-Box Cashless Option

Built-in and intuitive cashless solution helps capture every sale.

Largest Variety

Increase sales and consumer satisfaction with the largest number of selections in the industry.



Shopping Cart

Enables multi-product purchases in one, simple transaction. Consumers can pay before or after selection.

Nutritional Information

Provides easy-to-read nutritional facts (available for both 3.5" Color Display and 7" Touchscreen).



Built-In Multi-Product Promotions

Increase transaction size and drive consumer value

Guaranteed Product Delivery

Crane's SureVend technology ensures product delivery.



Healthy Graphics

Promote healthy options and increase sales by appealing to health-conscious consumers.

CRANE MERCHANDISING SYSTEMS

3330 Dixie-Narco Boulevard | Williston, SC 29853-0719
Tel: 1-800-688-9090 | www.cranems.com | MADE IN USA

Coca-Cola

3D VIS

DNCB 640-8



MEETS ANSI
AND NEW ADA
REQUIREMENTS



EXCEEDS ENERGY
STAR TIER 2
AND 2012 D.O.E.
STANDARDS

CRANE

Dixie Narco
Vending Systems

Coca-Cola

3D VIS

- **Simplified shimless conversions for all core packages** (*programmable and flexible for custom packages*)
- **Industry Best Vend Time (2.4 sec)**
- **Simplified Uniform Loading** (*No obstruction from gates*)
- **Easy Front Adjustable Rear Spacers**
- **Smallest Banking Width (28" Model 448-6)**



DNCB 640-8

Specifications	DNCB 640-8		DNCB 448-6	
Columns / Selections	10 Narrow - 8		7 Narrow - 6	
Capacities	Total	Per Column	Total	Per Column
12 oz. Cans	640	64	448	64
16/20-oz. Bottles*	280	28	196	28
Dimensions	72" H x 37" W x 36" D		72" H x 28" W x 36" D	
Approximate Weight	788 lbs.		646 lbs.	
Logic	MDB Protocol			
Power	120 VAC, 60 Hz, 11.5 amps			

* PET or Glass.

Capacities may vary due to package shape.
Specifications are subject to change.

CERTIFICATIONS

UL, cUL, CE, FCC, NOM, CTICK



EXCEEDS ENERGY
STAR TIER 2
AND 2012 D.O.E.
STANDARDS



MEETS ANSI
AND NEW ADA
REQUIREMENTS

CRANE

Dixie Narco
Vending Systems

3330 DIXIE-NARCO BOULEVARD ■ WILLISTON, SC 29653
TEL 800-688-9090 ■ FAX 803-266-5051 ■ WWW.DIXIENARCO.COM



DNCB 448-6

BEVMAX

MODEL 5800-4

4

NEW
TACTILE
KEYPAD

INCREASED
VERTICAL
SHELF HEIGHT

HIGH
PERFORMANCE
REFRIGERATION
SYSTEM



EXCEEDS
ENERGY STAR
TIER 2
STANDARDS



CRANE

Dixie Narco
Vending Systems



Coffeemar

G-250

Forget all you have seen in coffee vending...

www.jofemarus.com



EVOLUTION™

witness the Evolution of vending

INFEVO-FS01

FASTCORP
THE LEADER IN FROZEN VENDING TECHNOLOGY LLC



ice cream ♦ ice cream ♦ ice cream



RFP # RE-24-04 “Vending Machine Services”

City of Pembroke Pines, Florida

Due by 2:00 p.m., local time, April 16th 2024

Bettoli Trading Corp. D/B/A Bettoli Vending

Maurizio L Bettoli, Director of Operations

305-626-0740

Maurizio@BettoliVending.com

Contents

Letter of Interest..... 3

Resale Pricing 5

Service Narrative..... 5

Equipment Detail 5

Maintenance Plan 6

Refunds 6

Sub-Contractors 7

Schedule..... 7

Vending Menu..... 7

References 8

Administrative Staff Resumes 9

Other Certifications:..... 12

Annual Food Permit 13

License/Business Tax Receipt..... 13

Brochures 14

Letter of Interest

Bettoli Vending Established on November 2000. It was created by the acquisition of a small vending company with 350 active machines. After an intensive analysis, education within the industry and mastering the technological advances of the industry, we started our significant growth in 2007. Today we have over 2300 active machines, growing over 350% in less than 10 years. Our growth has not been coincidental. It was the result of a perfect mix of proper operation, implementation of proven technologies, education to our staff and dedication to our clients. Today, we operate with over 30 employees; who are trained by strict industry standards.



The industry progresses and we have always kept up with proven technologies that gives benefits to our clients and customers. We have integrated immediate customer service communication by integrating mobile app pages into our forms of communication. this form has been welcomed primarily by our younger customers, whom also have put stress into the healthier product lineups.

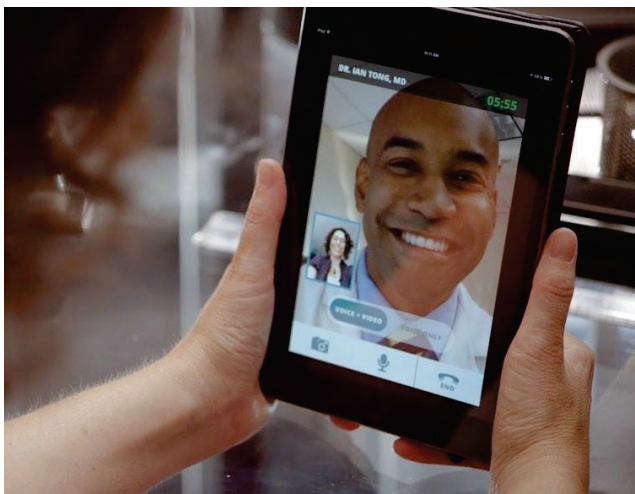
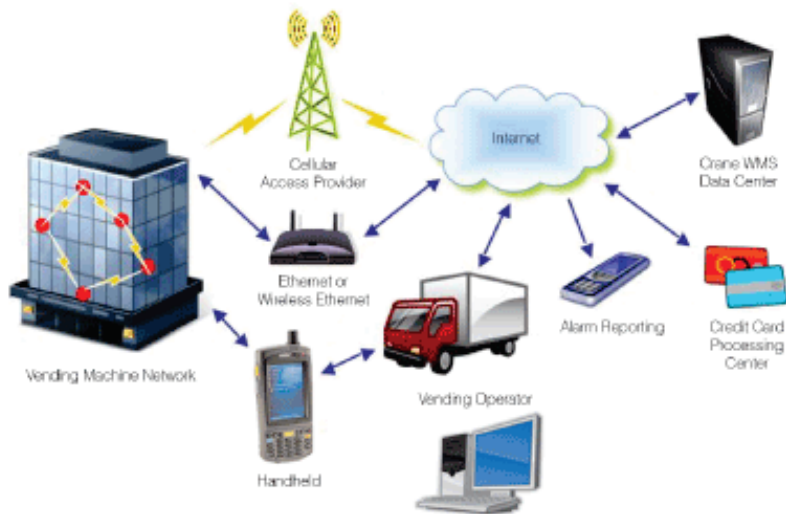


The technology has also been our best allied on beating the stigma of accountability in this industry. Being able to show such level of data is key on ensuring money is accounted properly.

As technology continues to advance, we reached a level in which most problems are electronically reported by the machine directly to us without human intervention.

This technology has placed us at the forefront of customer service performance. Increasing customer satisfaction and increasing equipment reliability.

For the past 15 years we have been using GPS tracking technology. This has helped us maximize our response time and efficiencies. As well confirm site visits if in doubt.



For the past 10 years we have integrated technology further by providing our staff with smartphones able to provide video conference. This has reduced our response time to service calls significantly. Many times the closest staff to a machine is not the service technician. However, with video conference the route staff is able to quickly show what the problem is providing us the ability to speed up the response. Either by allowing the office to know if a not common part might be needed or simply by informing the staff in front of the machine what to do to place the machine back in operation, many times reducing the service call to just minutes from the reported time.

The city currently has about 26 machines. These machines can all be serviced in 1 day with repeat service for those machines that require it as needed. Currently we have multiple vehicles already servicing machines near Pembroke Pines. It would be easy to integrate all 26 machines plus the 14 new locations or more into our ongoing schedule of service.

Our service fleet is integrated by multiple routes and technicians. Some of them with Journeyman Designation training by the National Automatic Merchandising Association.

Resale Pricing

Category	Price
Soda 12oz	\$1.50
Soda 20oz	\$3.00
Water	\$2.50
PowerAde	\$3.00
16oz Energy Drinks (Monster)	\$4.00
Regular Chips	\$1.25
Healthy Chips	\$1.25
Premium Chips	\$1.50-\$1.75
Bars	\$2.50
Pastries	\$2.25

* Prices for employee only locations may be negotiated with a proportional change on monthly fees for that location

Service Narrative

Our management plan is to install the proper equipment for each location. And schedule service at twice per week at community centers and once per week for all other areas. Schedule will be adjusted every 2 weeks during the following 2 months. We will maintain communication with the different departments so we can adjust schedule for special events such as summer camps and city wide events. The operations and Police department will be placed on our emergency list for pre and post hurricane emergency stops.

As it comes to equipment, we have used all brands and have tested most models available. We are willing to work with the City if a specific brand/model is necessary. On the next few pages you will see catalogs corresponding to many of these models.

Equipment Detail

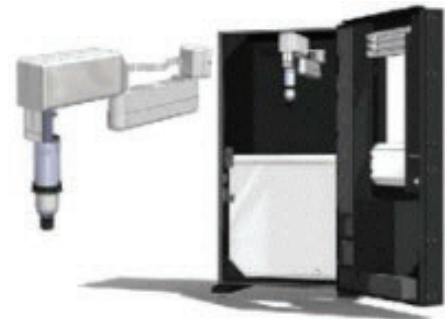
Our plan is to implement **100% ADA compliant equipment**. With 4in1+ Credit Card acceptors in all machines, the 4in1+ is a device able to accept multiple forms of payments such as, credit card, mobile payments (Apple Pay, Android pay, etc.), RFID Credit Cards and allows us to combine it with the bill acceptor which can be program to accept up to \$20 bills.

For snack machines: Our preference is to use the state of the art, Crane Merchant Media. In both models (4 columns wide and 6 columns wide), We have used these machines successfully. We always inspect and test all models of machines available in the NAMA ONE SHOW, where the top 10 vending machine manufacturers are present, we are happy to discuss any ideas the City may have.



For Beverage Machines we plan to use Royal Vendors for Closed front machines and Bevmax 4 for the glass front machines. The machine would be chosen based on volume and location.

For the ice-cream machines our plan is to use the Leader in the industry of Ice cream vending, Fastcorp with its robotic arm delivery system. These machines can also handle frozen food where needed. The same cashless devices would also be used on these machines.



Please see the factory brochures on the next pages, here you can see that the machines we plan to use meet tier 2 energy star rating. And the snack machines do not display it because the rating is only applied to refrigerated machines. However, even the snack machines are program to power down the lights after long periods of inactivity.

Maintenance Plan

General maintenance will occur when the equipment is service. On a seasonal basis the machines will undergo a through clean/lube maintenance. Also, the staff is train to spot and report maintenance issues before they become a problem, ensuring continuity of service.

Refunds

Refunds will be handle in a method as chosen by the city. Different methods may be proposed for the same site.

1. Cash system. We can leave a refund bank for an onsite person to handle the refunds.
2. Coupons. We can leave coupons that may be used in the machines as regular cash for a free item.
3. Cash by mail. We can mail refunds as these are requested directly to each customer.

4. Any of these systems may be used in combination with our information app. Available at www.VendingRefunds.com this will guide you thru one of Multiple choices such as Refunds, Products requests, Service requests, etc.

We still want to make mentioned that all our machines are equipped with Sensors that will ensure delivery of the product and are design to over deliver product in case of failure. This significantly reduces the number of service calls and almost eliminates the need for refunds.

Sub-Contractors

We use Advance Ice Cream Co. as out only sub-contractor to provide ice cream vending machines to our clients.

Schedule

All 40 machines can be installed in Three days. However, to ensure a Smooth transition from your current vendor, we would recommend to install in 1 week, we would coordinate with the current operator to minimize the down time. This timeline ensures a smooth transition plan.

Vending Menu

We stock hundreds of different products, many of which are considered healthy under the guidelines set by the USDA for Schools. Bettoli Vending has develop a system for each department to choose their product by an online survey. Also, We can provide recommendations by type of location.

References

1. City of Weston.

Bryan Beard, Recreational Superintendent of Parks and Recreation

20200 Saddle Club Rd. Weston, FL. 33327.

T. 954-389-4321

Email: bbeard@westonfl.org

2. Florida International University.

Carvel Wallace, Director – Business Services - Retail,

11200 S.W. 8th street, Miami, FL. 33199

T. 305-348-7246

Email: cwallace@fiu.edu

3. City of Miramar.

Luz Bartra, Administrative services coordinator, procurement dept.

2300 Civic Center Place, Miramar, FL. 33025

T. (954) 602-3065

Email: lmbartra@miramarfl.gov

4. City of Coconut Creek

Lorie Messer, Procurement Analyst

4900 West Copans Rd.

Coconut Creek, FL. 33063

Email: LMesser@coconutcreek.net

5. City of Doral

Mauricio Narvaez, Superintendent of park operations

8401 NW 53rd street, Doral, FL. 33166

Email: Mauricio.Narvaez@cityofdoral.com

We hope that it would suffice with the list above. However, we service many more government locations such as:

- City of Fort Lauderdale
- City of Hialeah

- City of North Miami Beach
- City of Aventura
- Town of Davie
- City of Coral Gables
- Town of Golden Beach
- City of Homestead
- City of Sunny Isles Beach.
- Town of Greenacres
- Town of Pinecrest
- City of Miami Beach

We'll be glad to offer their contact info if more references are needed.

Administrative Staff Resumes

MAURIZIO BETTOLI

305-219-9486, MAURIZIO.BETTOLI@GMAIL.COM

EXPERIENCE

NOV 2000 - CURRENT Bettoli Trading Corp. *Miami, FL.*

DIRECTOR OF OPERATIONS

DUTIES INCLUDE

- Inventory control
- Supply chain
- Monitoring route efficiency
- Monitor compliance with federal, state and local laws.
- Supervise service calls and parts supply.

OCT 1999 - NOV 2000 Florida International University *Miami, FL*

MANAGER COMPUTER TECHNOLOGY TEAM

- To schedule personnel to tend the computer lab at the WUC at the FIU Biscayne Bay Campus
- To assure computers at the WUC were in working order and with the up to date software for students as well as staff
- To maintain ADA complaint computers to assist disabled students
- To assist on the websites for the WUC and Student Government

EDUCATION

JUNE 1997 – MAY 2002 Florida International University *Miami, FL*

BACHELOR OF SCIENCE

- Majors in Finance and Management of Information Systems.

REFERENCES

References are available on request.

LEONARDO BETTOLI, NCE

3600 MYSTIC POINTE DRIVE #1107, AVENTURA, FL 33180, 305-746-3469, LEOBETTOLI@HOTMAIL.COM

EXPERIENCE

JULY 2001 - CURRENT

Bettoli trading Corp.

Miami, FL

ACCOUNT MANAGER

- Monitor and Maximize Sales
- Responsible for new sales
- Customer retention
- Manage relationship between customers and route personnel

EDUCATION

2008 - 2010

Nova Southeastern University

Ft. Lauderdale, FL

MASTER OF BUSINESS ADMINISTRATION

- **Specialization in Entrepreneurship**

2008

Michigan State University

East Lansing, MI

NAMA EXECUTIVE DEVELOPMENT PROGRAM

- **NAMA Certified Executive**

2007

Georgia State University

Atlanta, GA

EMERGING LEADERS DEVELOPMENT PROGRAM

2005 - 2008

Nova Southeastern university

Ft. Lauderdale, FL

BACHELORS OF SCIENCE

2001 – 2005

Broward Community College

Ft. Lauderdale, FL

ASSOCIATE IN SCIENCE

ACTIVITIES

- **Automatic Merchandising Association of Florida (AMAF), Board Member 2010 – 2013**

REFERENCES

References are available on request.

Other Certifications:

Bettoli Vending is a proud member of:

The National Automatic Merchandiser Association (NAMA) www.NAMANOW.org

The Automatic Merchandiser Association of Florida (AMAF)

Currently we have 30+ Direct Employees

Management team to be assigned to this project:

Leonardo Bettoli MBA, NCE, CCS. Merchandising and Marketing Manager, AMAF Board Member 2010-2013 and 2013-2016.

- NAMA Certified Executive.
- Route Driver Certified (NAMA)
- Vending Technician Level I (NAMA)
- Journeyman Vending Technician Certified (NAMA)
- Certified Coffee Specialist (NAMA)
- Specialization in Entrepreneurship

Maurizio L. Bettoli. Director of Operations

- Route Driver Certified (NAMA)
- Vending Technician Level I (NAMA)
- Journeyman Vending Technician Certified (NAMA)

Valeria Bettoli BS. Director of Finances

- MAST QuickBooks Certified

Jose De Freitas. Head Technician.

- Route Driver Certified (NAMA)
- Vending Technician Level I (NAMA)
- Journeyman Vending Technician Certified (NAMA)

Annual Food Permit



Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

2024

WILTON SIMPSON
COMMISSIONER

PERMIT TYPE: 224
FOOD ENTITY NUMBER: 331581

EXPIRATION DATE: August 11, 2024

LOCATION:
BETTOLI VENDING
6095 NW 167th ST, Suite D4 and D5
Hialeah, FL 33015-4313

OWNER:
BETTOLI TRADING CORP
6095 NW 167th ST, Suite D4 and D5
Hialeah, FL 33015-4313

This permit must be conspicuously displayed at the permitted location. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing.

THIS FOOD PERMIT IS NOT TRANSFERABLE

License/Business Tax Receipt

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: BETTOLI VENDING

Receipt #: 384-292170
Business Type: OPERATOR MERCHANDISE (VENDING MACHINE)

Owner Name: BETTOLI VENDING
Business Location: 6095 NW 167 ST STE D4
MIAMI DADE COUNTY

Business Opened: 07/18/2018
State/County/Cert/Reg: 0907-1159
Exemption Code:

Business Phone:

Rooms **Seats** **Employees** **Machines** **Professionals**

253

For Vending Business Only				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
300.00	0.00	0.00	0.00	0.00	0.00	300.00

Receipt Fee 300.00

Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
BETTOLI VENDING
6095 NW 167 ST STE D4
HIALEAH, FL 33015

Receipt # 04B-22-00003100
Paid 07/25/2023 300.00

2023 - 2024

Brochures

MERCHANT MEDIA

TRANSFORMING THE WAY CONSUMERS EXPERIENCE VENDING



Win New Business:

Differentiate your offering & win
NEW LOCATIONS

Maximize Sales:

Media offers new retail tools that
drive SAME-STORE SALES

Provide Long Lasting Solutions:

Built-In DURABILITY and
RELIABILITY that keep the store
working



Meets new ADA
requirements

MERCHANT MEDIA



Specifications

	Model 186	Model 187
Height:	72"	72"
Width:	33"	44"
Depth:	35"	35"
Weight:	510 lbs.	610 lbs.
Electrical:	115 VAC 60Hz, 3A	120 VAC 60Hz, 3A
Certifications:	UL, cUL, CE, FCC, NAMA	

Spiral Configuration Options



Merchant Media 4-Wide
38 Select Standard Model



Merchant Media 6-Wide
58 Select Standard Model

Payment Options

- Integrated Credit Card Swipe
- Integrated Bill Validator
- Standard Payment Opening 1
- Standard Payment Opening 2
- Near Field Communication Tap Zone

Other Key Options

- 3.5" Color Display with Keypad or 7" Touchscreen
- Surround & Integrated Payment LED Option
- Standard Cabinet LED Lighting
- Healthy Graphics Package
- Custom Graphics
- 6-Shelf and 7-Shelf Configurations
- Internal Tactile Keypad & Speaker Option (for visually impaired operators)
- Black Media Door Option

Built-In Telemetry Options

- For Remote Monitoring or Credit Card Payments:
 - Verizon (CDMA) - Standard
 - AT&T (GSM) and Sprint (CDMA) are also available
 - Local Mesh Network

Key Features

Color Displays

Pick from two stunning user interfaces to grab consumer's attention.

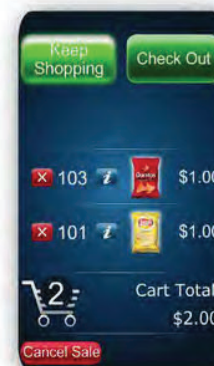


Out-Of-The-Box Cashless Option

Built-in and intuitive cashless solution helps capture every sale.

Largest Variety

Increase sales and consumer satisfaction with the largest number of selections in the industry.

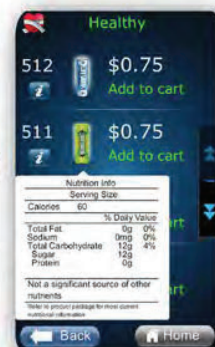


Shopping Cart

Enables multi-product purchases in one, simple transaction. Consumers can pay before or after selection.

Nutritional Information

Provides easy-to-read nutritional facts (available for both 3.5" Color Display and 7" Touchscreen).



Built-In Multi-Product Promotions

Increase transaction size and drive consumer value

Guaranteed Product Delivery

Crane's SureVend technology ensures product delivery.



Healthy Graphics

Promote healthy options and increase sales by appealing to health-conscious consumers.

CRANE MERCHANDISING SYSTEMS

3330 Dixie-Narco Boulevard | Williston, SC 29853-0719
Tel: 1-800-688-9090 | www.cranems.com | MADE IN USA

Coca-Cola

3D VIS

DNCB 640-8



MEETS ANSI
AND NEW ADA
REQUIREMENTS



EXCEEDS ENERGY
STAR TIER 2
AND 2012 D.O.E.
STANDARDS

CRANE

Dixie Narco
Vending Systems

Coca-Cola

3D VIS

- **Simplified shimless conversions for all core packages** (*programmable and flexible for custom packages*)
- **Industry Best Vend Time (2.4 sec)**
- **Simplified Uniform Loading** (*No obstruction from gates*)
- **Easy Front Adjustable Rear Spacers**
- **Smallest Banking Width (28" Model 448-6)**



DNCB 640-8

Specifications	DNCB 640-8		DNCB 448-6	
Columns / Selections	10 Narrow - 8		7 Narrow - 6	
Capacities	Total	Per Column	Total	Per Column
12 oz. Cans	640	64	448	64
16/20-oz. Bottles*	280	28	196	28
Dimensions	72" H x 37" W x 36" D		72" H x 28" W x 36" D	
Approximate Weight	788 lbs.		646 lbs.	
Logic	MDB Protocol			
Power	120 VAC, 60 Hz, 11.5 amps			

* PET or Glass.

Capacities may vary due to package shape.
Specifications are subject to change.

CERTIFICATIONS

UL, cUL, CE, FCC, NOM, CTICK



EXCEEDS ENERGY
STAR TIER 2
AND 2012 D.O.E.
STANDARDS



MEETS ANSI
AND NEW ADA
REQUIREMENTS

CRANE

Dixie Narco
Vending Systems

3330 DIXIE-NARCO BOULEVARD ■ WILLISTON, SC 29653
TEL 800-688-9090 ■ FAX 803-266-5051 ■ WWW.DIXIENARCO.COM



DNCB 448-6

BEVMAX

MODEL 5800-4

4

NEW
TACTILE
KEYPAD

INCREASED
VERTICAL
SHELF HEIGHT

HIGH
PERFORMANCE
REFRIGERATION
SYSTEM



EXCEEDS
ENERGY STAR
TIER 2
STANDARDS

CRANE

Dixie Narco
Vending Systems





Coffeemar

G-250



Forget all you have seen in coffee vending...

www.jofemarus.com



EVOLUTION™

witness the Evolution of vending

INFEVO-FS01

FASTCORP
THE LEADER IN FROZEN VENDING TECHNOLOGY LLC



ice cream ♦ ice cream ♦ ice cream

MERCHANT MEDIA

TRANSFORMING THE WAY CONSUMERS EXPERIENCE VENDING



Win New Business:

Differentiate your offering & win
NEW LOCATIONS

Maximize Sales:

Media offers new retail tools that
drive SAME-STORE SALES

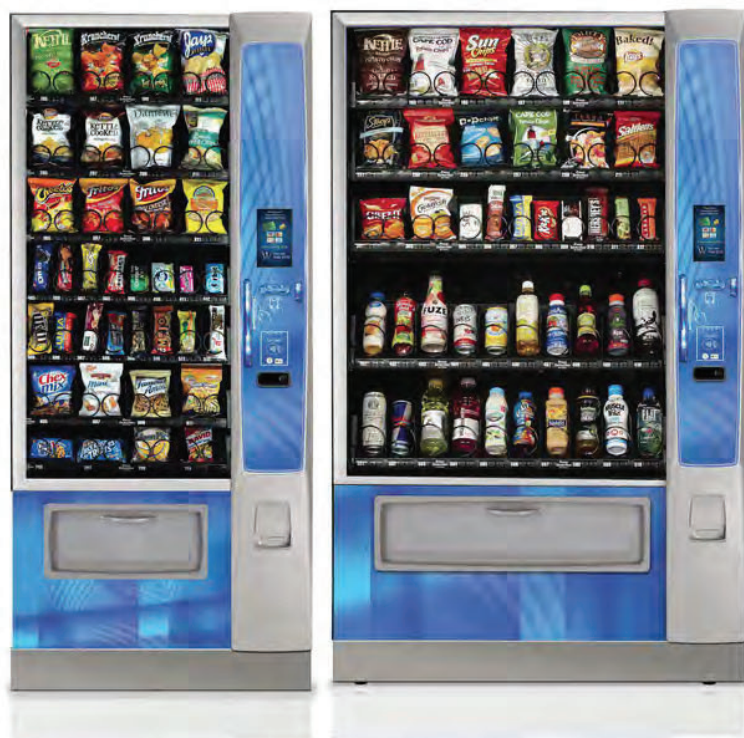
Provide Long Lasting Solutions:

Built-In DURABILITY and
RELIABILITY that keep the store
working



Meets new ADA
requirements

MERCHANT MEDIA



Specifications

	Model 186	Model 187
Height:	72"	72"
Width:	33"	44"
Depth:	35"	35"
Weight:	510 lbs.	610 lbs.
Electrical:	115 VAC 60Hz, 3A	120 VAC 60Hz, 3A
Certifications:	UL, cUL, CE, FCC, NAMA	

Spiral Configuration Options



Merchant Media 4-Wide
38 Select Standard Model



Merchant Media 6-Wide
58 Select Standard Model

Payment Options

- Integrated Credit Card Swipe
- Integrated Bill Validator
- Standard Payment Opening 1
- Standard Payment Opening 2
- Near Field Communication Tap Zone

Other Key Options

- 3.5" Color Display with Keypad or 7" Touchscreen
- Surround & Integrated Payment LED Option
- Standard Cabinet LED Lighting
- Healthy Graphics Package
- Custom Graphics
- 6-Shelf and 7-Shelf Configurations
- Internal Tactile Keypad & Speaker Option (for visually impaired operators)
- Black Media Door Option

Built-In Telemetry Options

- For Remote Monitoring or Credit Card Payments:
 - Verizon (CDMA) - Standard
 - AT&T (GSM) and Sprint (CDMA) are also available
 - Local Mesh Network

Key Features

Color Displays

Pick from two stunning user interfaces to grab consumer's attention.

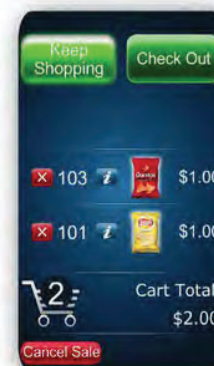


Out-Of-The-Box Cashless Option

Built-in and intuitive cashless solution helps capture every sale.

Largest Variety

Increase sales and consumer satisfaction with the largest number of selections in the industry.

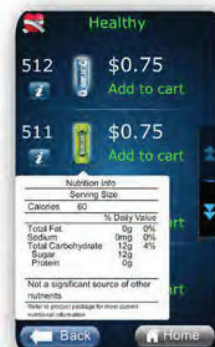


Shopping Cart

Enables multi-product purchases in one, simple transaction. Consumers can pay before or after selection.

Nutritional Information

Provides easy-to-read nutritional facts (available for both 3.5" Color Display and 7" Touchscreen).



Built-In Multi-Product Promotions

Increase transaction size and drive consumer value

Guaranteed Product Delivery

Crane's SureVend technology ensures product delivery.



Healthy Graphics

Promote healthy options and increase sales by appealing to health-conscious consumers.



CRANE MERCHANDISING SYSTEMS

3330 Dixie-Narco Boulevard | Williston, SC 29853-0719
Tel: 1-800-688-9090 | www.cranems.com | MADE IN USA

Coca-Cola

3D VIS

DNCB 640-8



MEETS ANSI
AND NEW ADA
REQUIREMENTS



EXCEEDS ENERGY
STAR TIER 2
AND 2012 D.O.E.
STANDARDS

CRANE

Dixie Narco
Vending Systems

Coca-Cola

3D VIS

- **Simplified shimless conversions for all core packages** (*programmable and flexible for custom packages*)
- **Industry Best Vend Time (2.4 sec)**
- **Simplified Uniform Loading** (*No obstruction from gates*)
- **Easy Front Adjustable Rear Spacers**
- **Smallest Banking Width (28" Model 448-6)**



DNCB 640-8

Specifications	DNCB 640-8		DNCB 448-6	
Columns / Selections	10 Narrow - 8		7 Narrow - 6	
Capacities	Total	Per Column	Total	Per Column
12 oz. Cans	640	64	448	64
16/20-oz. Bottles*	280	28	196	28
Dimensions	72" H x 37" W x 36" D		72" H x 28" W x 36" D	
Approximate Weight	788 lbs.		646 lbs.	
Logic	MDB Protocol			
Power	120 VAC, 60 Hz, 11.5 amps			

* PET or Glass.

Capacities may vary due to package shape.
Specifications are subject to change.

CERTIFICATIONS

UL, cUL, CE, FCC, NOM, CTICK



EXCEEDS ENERGY
STAR TIER 2
AND 2012 D.O.E.
STANDARDS



MEETS ANSI
AND NEW ADA
REQUIREMENTS

CRANE

Dixie Narco
Vending Systems

3330 DIXIE-NARCO BOULEVARD ■ WILLISTON, SC 29653
TEL 800-688-9090 ■ FAX 803-266-5051 ■ WWW.DIXIENARCO.COM



DNCB 448-6

BEVMAX 4

MODEL 5800-4

NEW
TACTILE
KEYPAD

INCREASED
VERTICAL
SHELF HEIGHT

HIGH
PERFORMANCE
REFRIGERATION
SYSTEM



EXCEEDS
ENERGY STAR
TIER 2
STANDARDS

CRANE

Dixie Narco
Vending Systems





the future of food service has arrived
faster, safer, and easier!

- Comprehensive Menu Capability
- Delicious variety of options covering breakfast, lunch, dinner, snacks and desserts
- Ditch Delivery – No more long delivery wait times or excessive fees

BE HAPPY, NOT HUNGRY



Coffeemar

G-250



Forget all you have seen in coffee vending...

www.jofemarus.com



EVOLUTION™

witness the Evolution of vending

INFEVO-FS01

FASTCORP
THE LEADER IN FROZEN VENDING TECHNOLOGY LLC



ice cream ♦ ice cream ♦ ice cream



BETTTRA-01

SRIVERA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

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.

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).

PRODUCER JAG Insurance Group, LLC 999 Ponce De Leon Blvd Suite 800 Coral Gables, FL 33134	CONTACT NAME: PHONE (A/C, No, Ext): (305) 842-3600		FAX (A/C, No): (305) 842-3600
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Upland Specialty Insurance Company		
	INSURER B : Clear Blue Specialty Insurance		
	INSURER C : Employers Assurance Co		
INSURED Bettoli Trading Corp DBA Bettoli Vending 6095 NW 167th St #D-5 Hialeah, FL 33015	INSURER D : FEDERAL INSURANCE COMPANY		20281
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		USPGL0014923	11/4/2023	11/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AQ1YFL003718-00	11/4/2023	11/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			USXGL0004423	11/4/2023	11/4/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EIG5394271-00	11/10/2023	11/10/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime (Includes Burg			J06457575	11/4/2023	11/4/2024	Limit 50,000
D	Crime (Includes Burg			J06457575	11/4/2023	11/4/2024	Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is listed as Additional insured as required per written contract. Primary and NonContributory wording applies in favor of the Certificate Holder. Waiver of Subrogation applies in favor of the Certificate Holder. 10 days notice of cancellation for non-payment, 30 days notice of cancellation for any reason other than non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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



Bettoli Trading Corp.
6095 NW 167th STREET
Suite D-4
MIAMI, FL. 33015
305-626-0740
<http://www.BettoliVending.com>

April 16, 2024

City of Pembroke Pines
Vending Machine Services

List of Subcontractors

1.- Advance Ice cream Vending, Ice Cream Vending Services.

Regards,

Maurizio Bettoli
Director of Operations
Bettoli Vending
Maurizio@BettoliVending.com



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 6.

File ID: 24-0551

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/05/2024

Short Title: Approve Committee Recommendation to award
Vending Machine Services

Final Action: 06/18/2024

Title:

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD A CONTRACT FOR RFP # RE-24-04 "VENDING MACHINE SERVICES AT VARIOUS PEMBROKE PINES LOCATIONS" TO BETTOLI TRADING CORP. DBA BETTOLI VENDING.

***Agenda Date:** 06/18/2024

Agenda Number: 6.

Internal Notes:

Attachments: 1. Bettoli Trading, Corp. - Agreement, 2. Exhibit A - RE-24-04 Vending Machine Services at Various Pembroke Pines Locations, 3. Exhibit B - Bettoli Trading, Corp. - Bid Submittal, 4. 06-05-2024 Evaluation Meeting Minutes, 5. RE-24-04 - Bid Tabulation

Related Files:

1	City Commission	06/18/2024	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
	Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez		
	Nay: - 0			

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Proposals as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in

competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On September 25, 2018, the City opened five proposals for RFP #RE-18-12 "Vending Machine Services" and on January 16, 2019, the City Commission approved the findings and recommendation of the evaluation committee and to award RE-18-12 "Vending Machine Services" to Bettoli Trading Corp. Throughout the term of the agreement, the Recreation Department has been pleased with the services and has recommended renewal, however the contract expires on August 2, 2024 and has no more renewal options. The current contract provides for the Contractor to pay the City \$51 per vending machine, or 20% of the Contractor's monthly gross sales, whichever is higher.

2. On March 6, 2024, the City Commission authorized the advertisement of RFP #RE-24-04 "Vending Machine Services at Various Pembroke Pines Locations", which was advertised on March 14, 2024.

Agenda Request Form Continued (24-0551)

3. The purpose of this solicitation was to establish a new contract to furnish, install, stock, replenish and maintain beverage machines, snack machines or both at various City locations. The selected contractor would provide a monthly revenue to the City of Pembroke Pines.

4. On April 16, 2024, the City opened one (1) proposal from the following vendor:

Vendor Name	% of Gross Sales Payable to the City	Minimum Amount Per Month per Vending Machine Payable to the City
Bettoli Trading, Corp.	20%	\$56.00

5. On June 5, 2024, the City convened an Evaluation Committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the bid documents and listed below:

Evaluation Criteria	Points
Resale Pricing & Approach	30
References	10
Experience and Ability	15
Revenue Proposal	40
Local Vendor Preference / Veteran Owned Small Business Preference*	5
TOTAL	100

6. The Evaluation Committee unanimously approved a motion to recommend to the City Commission to award RFP # RE-24-04 "Vending Machine Services at Various Pembroke Pines Locations" to the sole bidder, Bettoli Trading, Corp.

7. Bettoli Trading, Corp. has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirement of this section".

8. Request Commission to approve the findings and recommendation of the Evaluation Committee and to award a contract for RFP # RE-24-04 "Vending Machine Services at Various Pembroke Pines Locations" Bettoli Trading, Corp. dba Bettoli Vending.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: The City will receive monthly revenue based on the higher of two figures: either \$2,016 (calculating \$56 per machine for an estimated 36 vending machines) or 20% of gross sales.

b) Amount budgeted for this item in Account No: This agreement is of no cost to the City. Revenue will be allocated to the following accounts:

001-000-0800-362024-0000-000-0000	Commission-Coke Machines
170-220590-552-2220	PC Central (50%)
171-220590-554-2220	PC Central (50%)
172-220515-2220	PC High School - Faculty Bevg
172-220660-2220	PC High School - All other HS
172-220655-2220	PC High School - For Kids
1-220018	Pines Point & Pines Place

Agenda Request Form Continued (24-0551)

173-220525-2220

FSU

1-362024-800

All Other Monies

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Revenues will be the higher of the two amounts listed in the initial cost section. The contract shall be for an initial two-year period with two additional two-year renewal terms.
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



BETTTRA-01

SRIVERA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

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.

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).

PRODUCER JAG Insurance Group, LLC 999 Ponce De Leon Blvd Suite 800 Coral Gables, FL 33134	CONTACT NAME: PHONE (A/C, No, Ext): (305) 842-3600		FAX (A/C, No): (305) 842-3600
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Upland Specialty Insurance Company		
	INSURER B : Clear Blue Specialty Insurance		
INSURED Bettoli Trading Corp DBA Bettoli Vending 6095 NW 167th St #D-5 Hialeah, FL 33015	INSURER C : Employers Assurance Co		
	INSURER D : FEDERAL INSURANCE COMPANY		20281
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		USPGL0014923	11/4/2023	11/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AQ1YFL003718-00	11/4/2023	11/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			USXGL0004423	11/4/2023	11/4/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EIG5394271-00	11/10/2023	11/10/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime (Includes Burg			J06457575	11/4/2023	11/4/2024	Limit 50,000
D	Crime (Includes Burg			J06457575	11/4/2023	11/4/2024	Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is listed as Additional insured as required per written contract. Primary and NonContributory wording applies in favor of the Certificate Holder. Waiver of Subrogation applies in favor of the Certificate Holder. 10 days notice of cancellation for non-payment, 30 days notice of cancellation for any reason other than non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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

From: [Rotstein, Daniel](#)
To: [Orosa, Anabel](#)
Subject: FW: BETTOLI TRADING, CORP. - Vending Machine Services at Various Pembroke Pines Locations RFP # RE-24-04
Date: Thursday, June 20, 2024 10:24:32 AM
Attachments: [Bettoli Trading Corp - RE-24-04 Vending Machine Services \(CA, VE\).pdf](#)
[COI expiring 11-04-2024.pdf](#)

Approved COI

From: Orosa, Anabel <aorosa@ppines.com>
Sent: Thursday, June 20, 2024 8:46 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: BETTOLI TRADING, CORP. - Vending Machine Services at Various Pembroke Pines Locations RFP # RE-24-04

Good morning Dan,

Please could you review the attached COI with regard to the above-referenced agreement so as to provide us with your approval/comments?

Thank you,

Anabel Orosa

City of Pembroke Pines | Contracts

601 City Center Way | Pembroke Pines, FL 33025

Main: 954-392-9435

Team email: contracts@ppines.com