



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
BETTOLI TRADING CORP.**

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____, 2020, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

BETTOLI TRADING CORP., a **Florida Profit Corporation** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **6095 NW 167th St., Unit D-4, Hialeah, FL 33015**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **February 5th, 2019**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") to provide Vending Machine Services at various CITY locations for an initial **two (2) year period**, which expires on **February 4th, 2021**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **three (3) additional one (1) year terms** evidenced by a written amendment to the Original Agreement; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to renew the terms of their contractual relationship for the first one (1) year renewal period, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, is hereby renewed for an additional **one (1) year** renewal period commencing on **February 5th, 2021** and terminating on **February 4th, 2022**.



SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each exhibit referred to in the Original Agreement, except as repealed herein, 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.

SECTION 6. 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.

SECTION 7. 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.

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY: _____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

BETTOLI TRADING CORP.

Signed By: Maurizio Bettoli
Name: Maurizio Bettoli
Title: Director



AGREEMENT

THIS IS AN AGREEMENT, dated the 5th day of February, 2019, 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 "CITY",

and

BETTOLI TRADING CORP. a company authorized to do business in the State of Florida, with a business address of 6095 NW 167TH Street, Ste. D-4, Miami, FL 33015, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenant 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 undertaking 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 **August 28, 2018**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **furnish, install, 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 part hereof, for the said bid entitled:

RFP # RE-18-12
Vending Machine Services

- 1.2 On **September 25, 2018** the bids were opened at the offices of the City Clerk.
- 1.3 On **January 16, 2019** the CITY 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 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..

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

2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 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.

2.6 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.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall provide the services as identified in **Exhibit "A"** attached hereto and made part hereof, for a term that shall be two (2) years, with the option of being renewed for three (3) additional one (1) year periods upon the written Agreement by both PARTIES.



3.2 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon three (3) business days of written notice by the CITY 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.

3.3 *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) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 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 \$1,836.00 (\$51.00 per machine per month for 36 machines) or 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.

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 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 against the premises.

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

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 in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. 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.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the PARTIES hereto.

ARTICLE 6

RESERVED

ARTICLE 7

INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 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.

7.3 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.

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

ARTICLE 8

INSURANCE

8.1 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 attorney's 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.

8.2 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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 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. Policyholders and Financial Ratings must be no less than "A" and Class VI, respectively, as set forth in the latest edition of "Best's Key Rating Guide," published by A.M. Best Guide

8.4 Insurance Companies selected must be acceptable the CITY. Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification of cancellation or reduction in coverage.

8.5 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, then in that event, 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 not 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.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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

This coverage must not exclude: Assault and Sexual Abuse unless covered elsewhere.

Required Limits will be increased to a minimum of \$2,000,000 each occurrence for any rides and/or activities that are deemed to be high risk by the CITY's Risk Manager.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein

8.6.2 Worker's 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 his 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.

8.6.3 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



8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

8.7.2 Waiver of all Rights of Subrogation against the CITY

8.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY

8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory

8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.7.6 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.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any 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.

8.10 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 Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its 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 he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 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, H.U.D., 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 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, 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
AGREEMENT SUBJECT TO FUNDING

12.1 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 13
VENUE

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

ARTICLE 14
SIGNATORY AUTHORITY

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

ARTICLE 15
MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and 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 16
BLANK

ARTICLE 17
BANKRUPTCY

17.1 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 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 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.

18.2.2 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.

18.2.3 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 19

PUBLIC RECORDS

19.1 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:

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

19.1.2 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, Fla. Stat., or as otherwise provided by law;



19.1.3 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

19.1.4 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.

19.2 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 in **Article 3**.

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

**CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**

20.1 **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.

20.2 **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.



20.3 **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.

20.4 **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.

20.5 **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.

20.6 **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 Pembroke Pines, Florida 33025 Telephone No. (954) 431-4884 Facsimile No. (954) 437-1149
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Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200
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Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor **MAURIZIO BETTOLI, PRESIDENT**
MAURIZIO BETTOLI
BETTOLI TRADING CORP.
6095 NW 167th STREET, Ste. D-4
MIAMI, FL 33015
Telephone No: 305-626-0740
Facsimile No: 305-623-0108
E-Mail: maurizio@bettolivending.com

20.7 **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.

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

20.9 **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.

20.10 **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.

20.11 **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.

20.12 **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.



20.13 **Attorney's 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.

20.14 **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.

20.15 **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; specifically the Jessica Lunsford Act - Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.

20.16 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement for cause if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.



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

ATTEST:

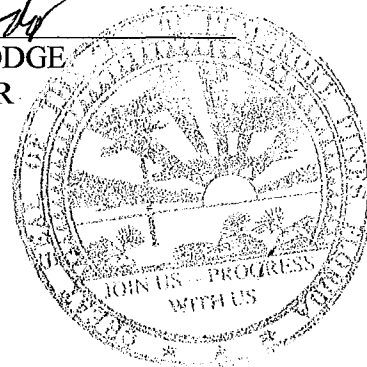
Marlene D. Graham
MARLENE D. GRAHAM, 2/5/19
CITY CLERK

CITY

BY: *Charles F. Dodge*
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

Sam R. [Signature]
OFFICE OF THE CITY ATTORNEY



CONTRACTOR

BETTOLI TRADING CORP.

Witnesses: *[Signature]*
Leonardo Bettoli
Print Name

BY: *[Signature]*
Print Name: Maurizio Bettoli
Title: Director of Operations

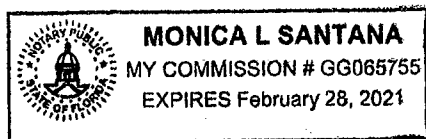
Print Name

STATE OF Florida
) ss:
COUNTY OF Miami Dade.

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Maurizio Bettoli as Director of operations of BETTOLI TRADING CORP, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of BETTOLI TRADING CORP for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10 day of Jan., 2019.

Monica L. Santana
NOTARY PUBLIC



Monica L. Santana
(Name of Notary Typed, Printed or Stamped)



Vending Machine Services

Request for Proposals # RE-18-12

General Information		
Project Timeline	This contract shall be for an initial two year period with three additional one-year renewal terms.	See Section 1.6
Evaluation of Proposals	Evaluation Committee	See Section 1.5
Pre-Bid Meeting	Not Applicable.	Not Applicable.
Question Due Date	September 10, 2018	See Section 1.7
Proposals will be accepted until	2:00 p.m. on September 25, 2018	See Section 1.7

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



Table of Contents

SECTION 1 - INSTRUCTIONS	5
1.1 NOTICE	5
1.2 PURPOSE	5
1.3 SCOPE OF WORK	6
1.3.1 EQUIPMENT PRODUCTS AND SERVICES	6
1.3.2 DELIVERY, INSTALLATION AND OPERATION	7
1.3.3 RESALE PRICING	8
1.3.4 ASSIGNMENT AND/OR SUBCONTRACTING	8
1.3.5 PAYMENT	8
1.3.6 REVENUE PROPOSAL	8
1.4 PROPOSAL REQUIREMENTS	9
Title Page:	9
Tab 1 - Table of Contents:	9
Tab 2 - Letter of Interest:	9
Tab 3 – Resale Pricing & Approach:	10
Tab 4 – References, Experience and Ability:	10
Tab 5 – Revenue Proposal:	11
Tab 6 – Other Completed Documents:	11
Tab 7 – Business Structure, Licenses and Professional Registration Certificates:	12
Tab 8 - Additional Information:	12
1.5 EVALUATION OF PROPOSALS & PROCESS OF SELECTION	12
1.5.1 SCORING FOR REVENUE PROPOSAL CRITERIA	13
1.6 TERM AND RENEWAL	14
1.7 TENTATIVE SCHEDULE OF EVENTS	14
1.8 SUBMISSION REQUIREMENTS	14
SECTION 2 - INSURANCE REQUIREMENTS	16
2.1 REQUIRED INSURANCE	17
2.2 REQUIRED ENDORSEMENTS	19
SECTION 3 - GENERAL TERMS & CONDITIONS	20
3.1 EXAMINATION OF CONTRACT DOCUMENTS	20
3.2 CONFLICT OF INSTRUCTIONS	20
3.3 ADDENDA or ADDENDUM	20



3.4	INTERPRETATIONS AND QUESTIONS	20
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	20
3.6	WARRANTIES FOR USAGE	21
3.7	BRAND NAMES.....	21
3.8	QUALITY	21
3.9	SAMPLES.....	21
3.10	DEVELOPMENT COSTS.....	21
3.11	PRICING.....	21
3.12	DELIVERY POINT.....	21
3.13	TAX EXEMPT STATUS	21
3.14	CONTRACT TIME	21
3.15	COPYRIGHT OR PATENT RIGHTS	22
3.16	PUBLIC ENTITY CRIMES	22
3.17	CONFLICT OF INTEREST	22
3.18	FACILITIES	22
3.19	ENVIRONMENTAL REGULATIONS.....	22
3.20	SIGNATURE REQUIRED.....	23
3.21	MANUFACTURER’S CERTIFICATION.....	23
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	23
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	23
3.24	RESERVATIONS FOR REJECTION AND AWARD.....	24
3.25	BID PROTEST	24
3.26	INDEMNIFICATION.....	24
3.27	DEFAULT PROVISION	24
3.28	ACCEPTANCE OF MATERIAL.....	25
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT	25
3.30	SCRUTINIZED COMPANIES LIST	25

ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification



Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Vendor Drug-Free Workplace Certification Form

Attachment I: Vendor Certification Regarding Scrutinized Companies List

Attachment J: Proposer's Completed Qualification Statement

Attachment K: Sample Insurance Certificate

Attachment L: Specimen Contract - Contractual Services Agreement

Attachment M: References Form

Attachment N: Vending Machines 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-18-12 Vending Machine Services

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

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office 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 "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync 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, September 25, 2018. Proposals must be **submitted electronically at www.BidSync.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.

1.2 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. Proposer will furnish, install and maintain vending machines at City designated locations as described in **Attachment N** 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 N** 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 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 to conduct 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. 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 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 the request, the Contractor must verify the counter with City personnel present.

“Beverages” shall mean all carbonated, non-carbonated and 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 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 as 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 as 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 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 to the agreement.

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 sub-contractors, 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 previous month's gross receipts shall be received by the City by the fifteenth (15th) of the following month. In the event that 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 the City on the fifteenth (15th) of the month will include applicable sales tax. 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

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 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject: **RFP # RE-18-12 "Vending Machine Services"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
 - i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

Tab 1 - Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest:

Limit to two (2) pages.



1. Attach a letter of interest that explains your company's interest in working on this project, a positive commitment to perform the required work and a description of the company including:
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Summary of abilities and experience of the company's professional personnel (More detail to be provided in **Tab 4 - Experience and Ability**)
 - c. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

Tab 3 – Resale Pricing & Approach:

1. **Resale Pricing:** Vendor will 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 4 – References, Experience and Ability:

Provide specific examples and details of similar contracts delivered by the Contractor. References should be from the last five years and should be capable of explaining and confirming your company'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. Details should include the following:

1. **Attachment M: References Form**
2. List of ongoing contracts/projects with their current status and projected termination dates



Tab 5 – Revenue Proposal:

1. **Attachment A: Contact Information Form**
 - a. Attached is contact information form (**Attachment A**) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
 - b. The vendor must provide their revenue proposals through the designated lines items listed on the BidSync website.
 - c. Please note vendors should be registered on BidSync 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.
 - d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
 - e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
 - f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

Tab 6 – Other Completed Documents:

1. Attachment B: Vendor Information Form and a W-9
 - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2017), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
 - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
 - b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
 - c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
5. Attachment F: 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.
6. Attachment G: Equal Benefits Certification Form
 7. Attachment H: Vendor Drug-Free Workplace Certification Form
 8. Attachment I: Vendor Certification Regarding Scrutinized Companies List
 9. Attachment J: Proposer's Completed Qualification Statement

Tab 7 – Business Structure, Licenses and Professional Registration Certificates:

1. Copies of city, county, and state professional licenses and business tax receipts.

Tab 8 - Additional Information:

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.

1.5 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet the bid requirements contained in the RFP. Evaluations shall be based upon the information 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	40 points
References, Experience and Ability	10 points
Revenue Proposal	45 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 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.

1.5.1 SCORING FOR REVENUE PROPOSAL 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 to generate the **Total Minimum Annual Amount Payable to the City**.

The higher amount of the **Total Revenue from Gross Sales** or the **Total 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”: $\$15,000/\$20,000 \times 45$ points = 33.75 points

Firm “C”: $\$10,000/\$20,000 \times 45$ points = 22.50 points

1.6 TERM AND RENEWAL

Contract term shall be two (2) years, renewable for three (3) additional one (1) year periods. The minimum percentage of gross sales and minimum amount per month shall be as proposed herein, for the initial term of the contract.

1.7 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 28, 2018
Question Due Date	September 10, 2018
Anticipated Date of Issuance for the Addenda with Questions and Answers	September 13, 2018
Proposals will be accepted until	2:00 p.m. on September 25, 2018
Proposals will be opened at	2:30 p.m. on September 25, 2018
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.8 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on September 25, 2018**

Please note vendors should be registered on BidSync 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.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

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 BidSync website. Proposals may



be modified or withdrawn prior to the deadline for submitting Proposals. BidSync 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 their support line at 1-800-990-9339 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

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 attorney's 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.

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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) 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 not 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.

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.



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

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

- B. 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 his 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.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned 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 ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CYBER LIABILITY including Network Security and Privacy Liability** when applicable, 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. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- G. CRIME COVERAGE** when applicable, 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 the City's premises, a third-party fidelity coverage extension shall apply.
- H. SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.



2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any 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 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.

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 Contract.



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 BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync 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 **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.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 BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync 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 the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division 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.



Bidder 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 bidders 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, Bidders 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 bidders expense.

3.10 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.

3.11 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.

Bidder 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 bidder.

3.12 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.

3.13 TAX EXEMPT STATUS

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

3.14 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.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder 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.

3.16 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, attached to this solicitation, 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 Bidder for any goods, services or materials furnished.

3.17 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.

3.18 FACILITIES

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

3.19 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.

3.20 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 bidder 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 bidder 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.

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 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 BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 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, bidders 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.

3.24 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 bidder, 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 bidder from bid list(s).

3.25 BID PROTEST

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

3.26 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 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.

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.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder 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 Bidder 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 Bidder to meet any terms of this agreement, the City will notify the Bidder 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 Bidder 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 Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder 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.

3.28 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.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.30 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 if:

(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.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RE-18-12” titled “Vending Machine Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME:

TITLE:

E-MAIL:

TELEPHONE:

FAX:

AUTHORIZED APPROVER:

NAME:

TITLE:

E-MAIL:

TELEPHONE:

FAX:

SIGNATURE:

B) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

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



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and upload it to the BidSync website with your submittal.

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ Corporation

Federal ID Number:

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Name & Title of Applicant _____

Signature of Applicant _____ **Date** _____

Request for Taxpayer Identification Number and Certification

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

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

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.	
2 Business name/disregarded entity name, if different from above	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ► _____	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
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 ►
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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-DIV (dividends, including those from stocks or mutual funds)

- 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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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



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

1. This sworn statement is submitted _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is _____ and my _____
(Please print name of individual signing)

relationship to the entity named above is _____.
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 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

Company

Date



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:

PRINTED NAME / AUTHORIZED SIGNATURE:



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:

PRINTED NAME / AUTHORIZED SIGNATURE:



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 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;

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:

AUTHORIZED OFFICER NAME / SIGNATURE:



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.

Authorized Signature

Authorized Signer Name

Company Name



City of Pembroke Pines

Attachment I

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

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____:
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.

Company Name Print Name/Signature Title



City of Pembroke Pines

Attachment J

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give 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).

The foregoing 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.

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.

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).

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.

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.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER’s qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

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.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

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/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"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

MAIL 30 DAYS WRITTEN
LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



City of Pembroke Pines

Attachment M

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name:

Title:

E-Mail Address:

Telephone:

Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:

Completion (Anticipated) Date:

Size of project:

Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

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Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

Vending Machines Proposed Locations

Park	Address	Outdoor Soda	Indoor Soda	Indoor Snack
Alhambra Park	100 SW 198th Terrace, 33029	1		
Chapel Trail Park	19531 Taft Street, 33029	2		
Cinnamon Place Park	Pembroke Rd & SW 86th Avenue	1		
Paul J. Maxwell Park	1200 SW 72nd Avenue, 33023	1		
Pembroke Lakes Golf & Tennis Center	10500 Taft Street, 33026		2	1
Pembroke Shores/YMCA	501 SW 172nd Avenue, 33029	2		
Pines Recreation Center	7400 Pines Blvd, 33024		2	1
Rose G. Price Park	901 NW 208th Avenue, 3309		2	1
Silver Lakes North	2300 NW 172nd Avenue, 33029	2		
Silver Lakes South	17601 SW 2nd Street, 33029	1		
Spring Valley Park	1700 NW 160th Avenue, 33028	2		
Steven L. Josias Dog Park	5836 SW 193rd Way, 33028	1		
Tanglewood Park	9500 SW 1st Street, 33026	1		
Towngate Park	901 NW 155th Avenue, 33028		2	1
Walnut Creek Park	7701 Taft Street, 33024	1		
West Pines Soccer Park and Nature Preserve	350 SW 196th Avenue, 33029	2		
PD Main	9500 Pines Bkvd, 33024		1	
PD West	18400 Johnson Street, 33026		1	
Water Plant	7905 Johnson Street 22024		1	
Public Services	13975 Pembroke Rd 33026		2	1
Public Services - Main Office	8300 S. Palm Drive 33024		2	
Charter School - FSU Campus	601 Sw 172nd Ave 33029		1	
Charter High School	17189 Sheridan Street 33029		1	
Charter Central Campus	12550 Sheridan Street 33026		1	
Total		17	18	5

[Vendor view of bid](#)

[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#) | [Addendums](#)

Bid #RFP RE-18-12 - Vending Machine Services    

Time Left Bid has ended.

Bid Started Aug 28, 2018 6:41:03 PM EDT

Bid Ended This bid closed on Sep 25, 2018 2:00:00 PM EDT

Agency Information City of Pembroke Pines, FL ([view agency's bids](#))

Notifications

of suppliers that viewed

Q & A

[Report \(Bidder Activity\)](#)

52  ([View](#))

[Questions & Answers](#)

Questions: 10

Q&A Deadline: Sep 10, 2018 8:30:00 PM EDT

Bid Classifications [Classification Codes](#)

Bid Regions [Regions](#)

Bid Contact [see contact information](#)

Copy Bid Click here to [copy](#) the bid and relist it as a new bid

View Rules Click here to [change](#) the rules for this bid.

Bid Packet  [Packet for Bid RFP RE-18-12](#) ([download](#))

Best and Final Offer: [Create](#)

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Bid Comments

Contract Duration 2 years

Contract Renewal 3 annual renewals

Prices Good for 90 days

Budgeted Amount \$0.00 ([change](#))

Standard Disclaimer Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync 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.

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync 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 their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments

The City is seeking proposals from qualified firms to establish a contract to furnish, install, stock, replenish and maintain beverage machines, snack machines or both at various City locations. The selected vending company shall provide a monthly commission to the City of Pembroke Pines.

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

- ☐ 1.  [RE-18-12 Vending Machine Services.pdf](#) [download]
- ☐ 3.  [Attachment B - Vendor Information Form and a W-9 Rev 2017-11.pdf](#) [download]
- ☐ 5.  [Attachment D - Sworn Statement on Public Entity Crimes](#) [download]
- ☐ 7.  [Attachment F - Veteran Owned Small Business \(VOSB\) Preference Certification](#) [download]
- ☐ 9.  [Attachment H - Vendor Drug-Free Workplace Certification Form](#) [download]
- ☐ 11.  [Attachment J - Proposers Qualifications Statement](#) [download]
- ☐ 13.  [Attachment M - References Form](#) [download]
- ☐ 15.  [Addendum 1.pdf](#) [download]

- ☐ 2.  [Attachment A - Contact Information Form.docx](#) [download]
- ☐ 4.  [Attachment C - Non-Collusive Affidavit](#) [download]
- ☐ 6.  [Attachment E - Local Vendor Preference Certification](#) [download]
- ☐ 8.  [Attachment G - Equal Benefits Certification Form](#) [download]
- ☐ 10.  [Attachment I - Scrutinized Company Certification](#) [download]
- ☐ 12.  [Attachment K - Sample Insurance Certificate.pdf](#) [download]
- ☐ 14.  [Attachment N - Vending Proposed Locations.pdf](#) [download]

 = Included in Bid Packet  = Excluded from Bid Packet

Items

Item	Title	Offers	
RFP RE-18-12--01-01	Percentage of gross sales payable to the City.	Y	Info
RFP RE-18-12--01-02	Minimum amount per month payable to the City, per machine	Y	Info

Addendum #1 - Made On Sep 13, 2018 10:41:47 AM EDT

New Documents	Addendum 1.pdf
Changed Items	<ul style="list-style-type: none"> Minimum amount per month payable to the City, per machine

Contractor Advertisements

[View All Ads](#)

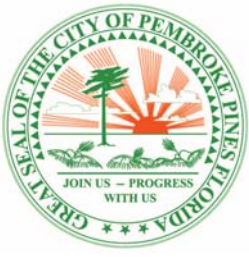
There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Thomas Good
VICE MAYOR -
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
VICE MAYOR -
DISTRICT 4
954-450-1030
acastillo@ppines.com

Jay Schwartz
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Iris A. Siple
DISTRICT 3
954-450-1030
isiple@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

September 13, 2018

RFP # RE-18-12

Addendum # 1
City of Pembroke Pines
RFP # RE-18-12
Vending Machine Services

A) REVISION TO THE PROPOSAL SECTION

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, <u>per machine</u>	\$

B) REVISION TO SECTION 1.5.1 OF THE BID PACKAGE

1.5.1 SCORING FOR REVENUE PROPOSAL 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 Estimated Annual 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 **Minimum amount per month payable to the City, per machine** 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”: $\$10,000 / \$20,000 \times 45 \text{ points} = 22.50 \text{ points}$

Question and Answers for Bid #RFP RE-18-12 - Vending Machine Services

[Create New Question](#)

Question Deadline: Sep 10, 2018 8:30:00 PM EDT

Overall Bid Questions

Question 1

Does the city currently have a sales report per machine per Month/Quarter/Year? Or a commissions report? Something that would give us an idea of the current level of sales at each location. (Submitted: Sep 3, 2018 4:21:31 PM EDT)

[edit](#) 

Answer

- No. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Question 2

Section 1.3.1, says that snack machine should be up to 45 selections. As new machines are built with larger capacities can this be revised to say up to 58 selections? (Submitted: Sep 3, 2018 4:21:43 PM EDT)

[edit](#) 

Answer

- Yes. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Question 3

As the successful vendor will be responsible for all vandalism. And parks in general are highly notorious for such vandalisms, do you have any information on how often vandalism occurs at your parks? (Submitted: Sep 3, 2018 4:22:01 PM EDT)

[edit](#) 

Answer

- No. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Question 4

Will the city consider negotiating possible removals from sites that may have low sales or repeat vandalism after a trial period? (Submitted: Sep 3, 2018 4:22:18 PM EDT)

[edit](#) 

Answer

- Yes. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Question 5

Attachment N has a list of 40 machines, are all these machines currently on site? If not, how many are currently on site? (Submitted: Sep 3, 2018 4:22:29 PM EDT)

Answer

[edit](#)

- No, all machines have been removed or are in the process of being removed from any applicable sites. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Question 6

Attachment N only list beverage machines at the charter schools. Does this contract include the beverage and snack machines available to student in these schools? If so, can you confirm they must comply with the smart snacks guidelines. (Submitted: Sep 3, 2018 4:22:47 PM EDT)

Answer

[edit](#)

- No, there are only beverage machines listed at the Charter Schools are they are not in areas accessed by the students. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Question 7

Attachment N only list beverage machines at the charter schools. Does this contract include the beverage and snack machines available to student in these schools? If so, can you confirm they must comply with the smart snacks guidelines. (Submitted: Sep 3, 2018 4:23:31 PM EDT)

Answer

[edit](#)

- See answer to question # 6 above. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Question 8

Attachment N, list most parks but we notice other parks such as Flamingo park that are not listed. Is there a reason why some parks are not listed? (Submitted: Sep 3, 2018 4:24:01 PM EDT)

Answer

[edit](#)

- These are the preferred locations at this time. New locations maybe looked at in the future. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Question 9

Section 1.3.6, can you clarify further? One parts seems to say the percentage vs flat fee will be calculated on a per machine basis and another section as a whole. In our experience it makes more sense to calculate the whole city as programs may shift from building to building depending on constructions or other issues. (Submitted: Sep 3, 2018 4:24:25 PM EDT)

[edit](#)

Answer

- For the monthly payment to the City, the calculation will be done as a whole (not per machine), on a monthly basis. (Answered: Sep 13, 2018 10:27:25 AM EDT)

Add to Answer:

Question 10

Can we do site visits? We are most interested on non-public access as we would need permission from the city staff. (Submitted: Sep 3, 2018 4:24:35 PM EDT)

Answer

[edit](#)



- Yes. To schedule site visits please contact Jonathan Nasser at jnasser@ppines.com. After 9/20/18 site visits will no longer be granted. (Answered: Sep 12, 2018 3:51:40 PM EDT)

Add to Answer:

Submit

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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5

Bettoli Trading Corp

Bid Contact **Maurizio L Bettoli**
BETTOLI@BettoliVending.com
Ph 305-626-0740
Fax 305-623-0108

Address **6095 N.W. 167th street**
Suite D-4
Miami, FL 33015

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
RFP RE-18-12--01-01	Percentage of gross sales payable to the City	Supplier Product Code:	First Offer - 20.00%	1 / each	20.00%	Y	Y
RFP RE-18-12--01-02	Minimum amount per month payable to the City, per machine	Supplier Product Code:	First Offer - \$51.00	1 / each	\$51.00	Y	Y
Supplier Total						\$51.00	

6

Bettoli Trading Corp**Item: Percentage of gross sales payable to the City****Attachments**

RFP18_12.pdf

W9.pdf



RFP # RE-18-12 “Vending Machine Services”

City of Pembroke Pines, Florida

Due by 2:00 p.m., local time, September 25th 2018

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	10
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 1800 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.

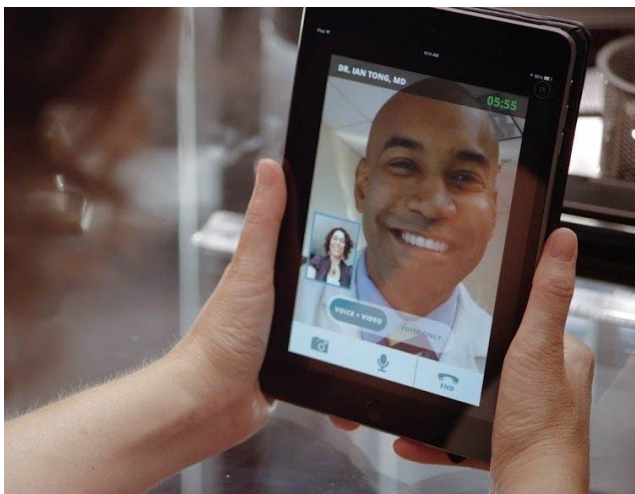
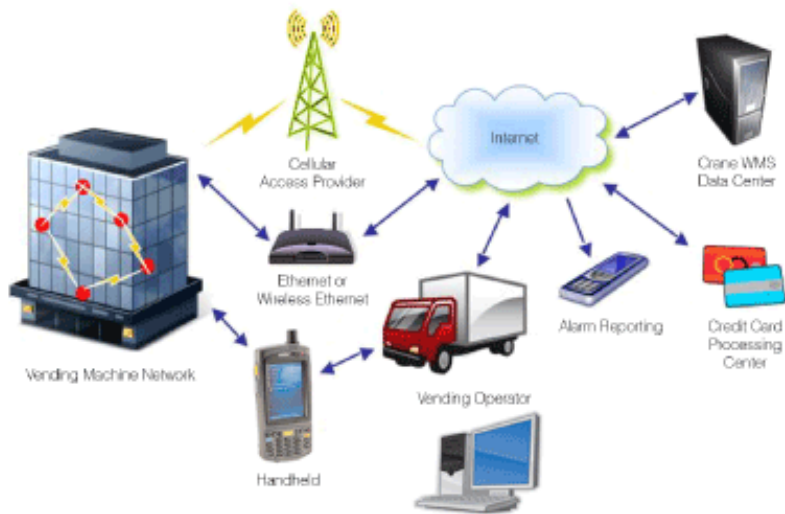


The technology has also been our best allied on beating the stigma of accountability in this industry. Being able to show such level of data is key on ensuring money is accounted properly.

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 12 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 5 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	\$1.25
Soda 20oz	\$2.25
Water	\$2.00
PowerAde	\$2.25
16oz Energy Drinks (Monster)	\$3.00
Regular Chips	\$1.00
Healthy Chips	\$1.25
Premium Chips	\$1.50
Bars	\$1.50
Pastries	\$1.50

* 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. Since June 2017. Ongoing. 12+
Don Decker, Director of Parks and Recreation
20200 Saddle Club Rd. Weston, FL. 33327.
T. 954-389-4321
Email: ddecker@westonfl.org
2. Miami Dade County (All GSA Facilities) 280+ Machines
Since 2014. Ongoing.
Charlotte Horne
GSA Facilities,
T. 305-375-3231
Email: Denise2@miamidade.gov
3. Broward County 50+ Machines
Since 2014. Ongoing.
John Torrenga, Purchasing Agent
115 S. Andrews Blvd, #212
Fort Lauderdale, FL. 33301
T. (954) 357-6081
Email: jtorrenga@broward.org
4. City of Coconut Creek
Since 2016. Ongoing.
Michael Heimbach, Project Manager
4900 West Copans Rd.
Coconut Creek, FL. 33063
Email: MHeimbach@coconutcreek.net
5. City of Doral 10+ Machines
Since 2013. Ongoing.
Michael Festa, Parks Maintenance Supervisor
8401 NW 53rd street, Doral, FL. 33166
Email: Michael.Festa@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
- City of North Miami Beach
- City of Aventura
- City of Sweet Water
- Town of Davie
- City of Coral Gables
- Town of Golden Beach
- City of Homestead
- City of Sunny Isles 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



Department of Agriculture and Consumer Services
Division of Food Safety

Annual Food Permit
Chapter 500, Florida Statutes
1 (800) HELP FLA www.FreshFromFlorida.com

2018

ADAM H. PUTNAM
COMMISSIONER

FOOD ENTITY NUMBER : 331581

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

EXPIRATION DATE: December 31, 2018
This permit must be conspicuously displayed at permitted location
and is not transferable. Rule 5K-4.020(2) and 5K-4.020(4)(a) F.A.C.

FDACS-14414 Rev 05/17

License/Business Tax Receipt

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA:
Business Name: BETTOLI VENDING

Owner Name: BETTOLI VENDING
Business Location: 6095 NW 167 ST STE D4
MIAMI DADE COUNTY
Business Phone:

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

Business Opened: 07/18/2018
State/County/Cert/Reg: 0108-0387
Exemption Code:

Rooms
Seats
Employees
Machines
253
Professionals

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

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 # 02C-17-00003514
Paid 07/18/2018 300.00

2018 - 2019

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:

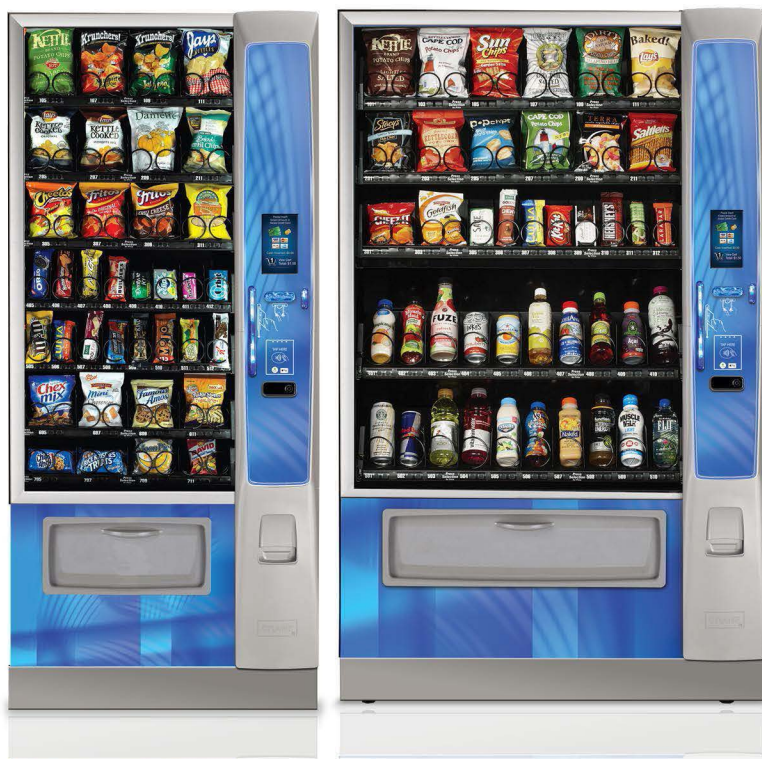
Built-In DURABILITY and
RELIABILITY that keep the store
working



Meets new ADA
requirements

CRANE MERCHANDISING SYSTEMS

MERCHANT MEDIA



Specifications

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

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.

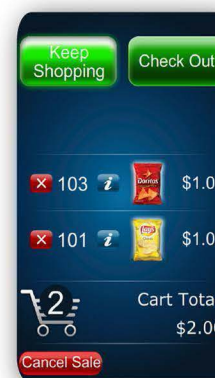


Out-Of-The-Box Cashless Option

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

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

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



pepsi

BOTTLE AND CAN
MERCHANDISING
SOLUTIONS



Superior vend times

Simplified package conversions

Front adjustable rear spacers

Electronic package adjustment

Improved space-to-sales

Integrated product positioner "No Gate"

Low voltage DC vend motors



Specifications	640-12		448-6	
Columns / Selections	10 / 12		7 / 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 34" D		72" H x 28" W x 34" D	
Approximate Weight	788 lbs.		646 lbs.	
Logic	MDB Level 3 Controller			
Power	120 VAC, 60 Hz, 10.2 amps			
Refrigeration	134A CFC-Free Refrigerant Gas. 1/3 HP Compressor			



MEETS ANSI
AND NEW ADA
REQUIREMENTS

CERTIFICATIONS

UL, CUL, CE, FCC, NOM, CTICK

CRANE

MERCHANDISING SYSTEMS

www.cranems.com



EVOLUTION™

witness the Evolution of vending

INFEVO-FS01

FASTCORP
THE LEADER IN FROZEN VENDING TECHNOLOGY LLC



ice cream ♦ ice cream ♦ ice cream



Cashless capabilities plus a lot more functionality



Tap-and-go contactless payment technology

Plus, packed with operator- and consumer-pleasing features:

- Accepts cash payments with a jam resistant experience
- Convenient vertical magnetic stripe credit card swipe
- Contactless payment/NFC – ready for new “mobile wallet” technology
- Accepts MEI coupons for promotional and discounted vends
- ISIS Smart Tap Support
- User-friendly interface screen guides consumers through the payment process
- *NEW* 3 button interface (Yes, No, Cancel) adds capability to interact with consumer engagement applications, like loyalty programs
- Bright, LED “runway lights” attract consumers to the machine and direct them towards payment options
- EMV L1 and L2 certified

Give Your Machines A Voice™ for cashless deployment with the MEI EASITRAX Advance 5000 telemeter.



Google wallet



MERCHANT MEDIA COMBO

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

CRANE MERCHANDISING SYSTEMS

(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and upload it to the BidSync website with your submittal.

Vendor Information Form

Operating Name (Payee)	BeTtoli Vending.		
Legal Name (as filed with IRS)	BeTtoli Trading Corp.		
Remit-to Address (For Payments)	6095 NW. 167 th Street		
	Ste D4		
	Hialeah, FL 33015		
Remit-to Contact Name:	Maurizio BeTtoli	Title:	Director
Email Address:	Maurizio@BeTtoliVending.com		
Phone #:	305 6260740	Fax #	305 6230108
Order-from Address (For purchase orders)	SAME		
Order-from Contact Name:	SAME	Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)	SAME		
Return-to Contact Name	SAME	Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:	Net 30		

Type of Business (please check one and provide Federal Tax identification or social security Number)

☒ Corporation

Federal ID Number:

65-1057065

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC - C (C corporation) - S (S corporation) - P (partnership)

☐ Other (Specify):

Name & Title of Applicant

Maurizio BeTtoli, Director

Signature of Applicant

Date

9/20/18

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ 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) ► _____

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 N.W. 167th Street Ste. D4

6 City, state, and ZIP code
Hialeah FL 33015

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

6	5	-	1	0	5	7	0	6	5
---	---	---	---	---	---	---	---	---	---

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.

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 ►

[Signature]

Date ►

9/20/18

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.

Bettoli Trading Corp**Item: Minimum amount per month payable to the City, per machine****Attachments**

RFP18_12.pdf



RFP # RE-18-12 “Vending Machine Services”

City of Pembroke Pines, Florida

Due by 2:00 p.m., local time, September 25th 2018

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	10
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 1800 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.

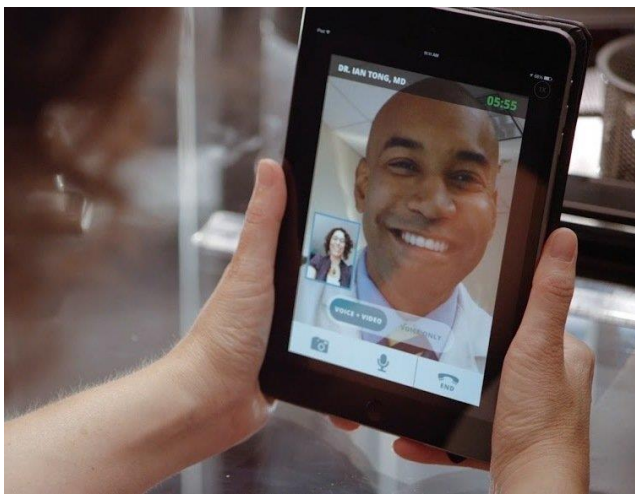
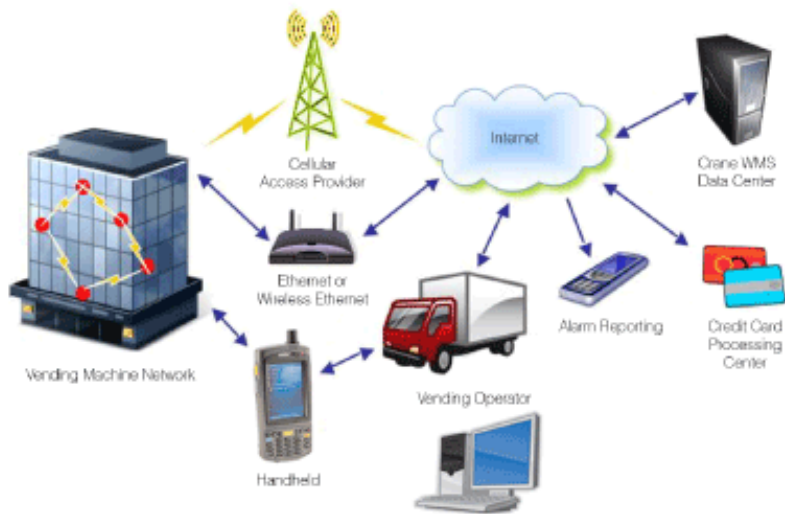


The technology has also been our best allied on beating the stigma of accountability in this industry. Being able to show such level of data is key on ensuring money is accounted properly.

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 12 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 5 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	\$1.25
Soda 20oz	\$2.25
Water	\$2.00
PowerAde	\$2.25
16oz Energy Drinks (Monster)	\$3.00
Regular Chips	\$1.00
Healthy Chips	\$1.25
Premium Chips	\$1.50
Bars	\$1.50
Pastries	\$1.50

* 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. Since June 2017. Ongoing. 12+

Don Decker, Director of Parks and Recreation

20200 Saddle Club Rd. Weston, FL. 33327.

T. 954-389-4321

Email: ddecker@westonfl.org

2. Miami Dade County (All GSA Facilities) 280+ Machines
Since 2014. Ongoing.

Charlotte Horne

GSA Facilities,

T. 305-375-3231

Email: Denise2@miamidade.gov

3. Broward County 50+ Machines
Since 2014. Ongoing.

John Torrenge, Purchasing Agent

115 S. Andrews Blvd, #212

Fort Lauderdale, FL. 33301

T. (954) 357-6081

Email: jtorrenge@broward.org

4. City of Coconut Creek
Since 2016. Ongoing.

Michael Heimbach, Project Manager

4900 West Copans Rd.

Coconut Creek, FL. 33063

Email: MHeimbach@coconutcreek.net

5. City of Doral 10+ Machines
Since 2013. Ongoing.

Michael Festa, Parks Maintenance Supervisor

8401 NW 53rd street, Doral, FL. 33166

Email: Michael.Festa@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
- City of North Miami Beach
- City of Aventura
- City of Sweet Water
- Town of Davie
- City of Coral Gables
- Town of Golden Beach
- City of Homestead
- City of Sunny Isles 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


ADAM H. PUTNAM
 COMMISSIONER

Department of Agriculture and Consumer Services
 Division of Food Safety

2018

Annual Food Permit
 Chapter 500, Florida Statutes
 1 (800) HELP FLA www.FreshFromFlorida.com

FOOD ENTITY NUMBER : 331581

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

EXPIRATION DATE: December 31, 2018
 This permit must be conspicuously displayed at permitted location
 and is not transferable. Rule 5K-4.020(2) and 5K-4.020(4)(a) F.A.C.

FDACS-14414 Rev 05/17

License/Business Tax Receipt

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA: BETTOLI VENDING
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: 0108-0387
Exemption Code:

Business Phone:

Rooms	Seats	Employees	Machines	Professionals
			253	

Number of Machines: 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

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 # 02C-17-00003514
Paid 07/18/2018 300.00

2018 - 2019

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

CRANE MERCHANDISING SYSTEMS

MERCHANT MEDIA



Specifications

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

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.

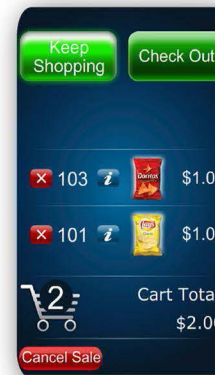


Out-Of-The-Box Cashless Option

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

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

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



pepsi

BOTTLE AND CAN
MERCHANDISING
SOLUTIONS



Superior vend times

Simplified package conversions

Front adjustable rear spacers

Electronic package adjustment

Improved space-to-sales

Integrated product positioner "No Gate"

Low voltage DC vend motors



Specifications	640-12		448-6	
Columns / Selections	10 / 12		7 / 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 34" D		72" H x 28" W x 34" D	
Approximate Weight	788 lbs.		646 lbs.	
Logic	MDB Level 3 Controller			
Power	120 VAC, 60 Hz, 10.2 amps			
Refrigeration	134A CFC-Free Refrigerant Gas. 1/3 HP Compressor			



MEETS ANSI
AND NEW ADA
REQUIREMENTS

CERTIFICATIONS

UL, CUL, CE, FCC, NOM, CTICK

CRANE

MERCHANDISING SYSTEMS

www.cranems.com



EVOLUTION™

witness the Evolution of vending

INFEVO-FS01

FASTCORP
THE LEADER IN FROZEN VENDING TECHNOLOGY LLC



ice cream ♦ ice cream ♦ ice cream



Cashless capabilities plus a lot more functionality



Tap-and-go contactless payment technology

Plus, packed with operator- and consumer-pleasing features:

- Accepts cash payments with a jam resistant experience
- Convenient vertical magnetic stripe credit card swipe
- Contactless payment/NFC – ready for new “mobile wallet” technology
- Accepts MEI coupons for promotional and discounted vends
- ISIS Smart Tap Support
- User-friendly interface screen guides consumers through the payment process
- *NEW* 3 button interface (Yes, No, Cancel) adds capability to interact with consumer engagement applications, like loyalty programs
- Bright, LED “runway lights” attract consumers to the machine and direct them towards payment options
- EMV L1 and L2 certified

Give Your Machines A Voice™ for cashless deployment with the MEI EASITRAX Advance 5000 telemeter.



Google wallet



TRANSFORMING THE WAY CONSUMERS EXPERIENCE VENDING



Meets new ADA requirements

p. 49

Supplier: **Bettoli Trading Corp**



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RE-18-12” titled “Vending Machine Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Bettoli Trading Corp. D/B/A Bettoli Vending**
 STREET ADDRESS: **6095 NW 167th street Suite D4**
 CITY, STATE & ZIP CODE: **Hialeah, FL. 33015**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Maurizio L Bettoli** TITLE: **Director of Operations**
 E-MAIL: **Maurizio@BettoliVending.com**
 TELEPHONE: **305-626-0740** FAX: **305-623-0108**

AUTHORIZED APPROVER:

NAME: **Maurizio L Bettoli** TITLE: **Director of Operations**
 E-MAIL: **Maurizio@BettoliVending.com**
 TELEPHONE: **3056260740** FAX: **3056230108**
 SIGNATURE: **Maurizio Bettoli**

B) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

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

Supplier: **Bettoli Trading Corp**



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Officer**,

(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**

Title **Director of Operations**

Name of Company **Bettoli Trading Corp, D/B/A Bettoli
Vending**

Supplier: **Bettoli Trading Corp**



City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **Bettoli Trading Corp, D/B/A Bettoli Vending** (name of entity submitting sworn statement) whose business address is **6095 NW 167th street Suite 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 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 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.)**

Maurizio L Bettoli

Bettoli Trading Corp. 09/20/18

D/B/A Bettoli Vending

Bidder's Name/Signature

Company

Date

Supplier: Bettoli Trading Corp



City of Pembroke Pines

Attachment E

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. D/B/A Bettoli Vending**

PRINTED NAME / AUTHORIZED SIGNATURE: **Maurizio Bettoli**



Supplier: **Bettoli Trading Corp**



City of Pembroke Pines

Attachment F

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. D/B/A Bettoli Vending**

PRINTED NAME / AUTHORIZED SIGNATURE: **Maurizio Bettoli**



Supplier: **Bettoli Trading Corp**



City of Pembroke Pines

Attachment G

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 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;
- ☐ **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. D/B/A Bettoli Vending**

AUTHORIZED OFFICER NAME / SIGNATURE: **Maurizio Bettoli**

Supplier: **Bettoli Trading Corp**



City of Pembroke Pines

Attachment H

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

Authorized Signature

Maurizio L Bettoli

Authorized Signer Name

**Bettoli Trading Corp. D/B/A
Bettoli**

Company Name

3		6
		4

Supplier: Bettoli Trading Corp



City of Pembroke Pines

Attachment I

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

I, Maurizio Bettoli, Director of Operations, on behalf of Bettoli Trading Corp. D/B/A Bettoli Vending,

Print Name and Title

Company Name

certify that **Bettoli Trading Corp. D/B/A Bettoli Vending:**

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. D/B/A Maurizio Bettoli

Director of Operations

Bettoli Vending
Company Name

Print Name/Signature

Title

Supplier: **Bettoli Trading Corp**



City of Pembroke Pines

Attachment J

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Bettoli Trading Corp. D/B/A Bettoli Vending
6095 NW 167th street
Suite D4,
Hialeah, FL. 33015

Contact Person's Name and Title: **Maurizio Bettoli, Director of Operations**

Contact Person's E-mail Address: **Maurizio@BettoliVending.com**

PROPOSER'S Telephone and Fax Number: **305-626-0740, 305-623-0108**

PROPOSER'S License Number: **P00000107670**

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **65-1057065**

Number of years your organization has been in business **18**

State the number of years your firm has been in business under your present business name **18**

State the number of years your firm has been in business in the work specific to this solicitation: **18**

Names and titles of all officers, partners or individuals doing business under trade name:

Maurizio Bettoli, Pres. 3530 Mystic Pointe Dr. # 1215 Aventura, FL. 33180
Maurizio L Bettoli, Director, 1080 Creekford Dr. Weston, FL. 33326
Valeria Bettoli, Director, 3530 Mystic Pointe Dr. # 1605, Aventura, FL. 33180

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

J&H Vendors

At what address was that business located?

Same

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

Will you subcontract any part of this WORK? If so, give 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).

No

The foregoing 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.

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

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

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.

None

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

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Full Line Vending Service Provider

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

We service many other municipalities, here I will list a few, if you require more, please let us know and we will provide a more formal list:

City of Weston, City of Doral, City of Coconut Creek, City of Fort Lauderdale, City of Miami, City of Wilton Manors, City of Aventura, City of Hialeah, City of Miami Beach.

We also service bigger government entities, Such as Broward County and Miami Dade County. We also service all Miami Dade County Public Schools.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Bettoli Trading Corp. D/B/A Bettoli Vending
(Company Name)

Maurizio Bettoli
(Printed Name/Signature)

Supplier: **Bettoli Trading Corp**



City of Pembroke Pines

Attachment M

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Doral**

Address: **8401 NW 53rd Terrace**

City/State/Zip: **Doral, FL. 33166**

Contact Name: **Michael Festa** Title: **Parks Operations Administrator**

E-Mail Address: **Michael.Festa@cityofdoral.com**

Telephone: **3055936600** Fax: **3055936615**

Project Information:

Name of Contractor Performing the work: **Bettoli Vending**

Name and location of the project: **City of Doral**

Nature of the firm's responsibility on the project: **Providing Vending Services in all city parks and buildings as requested by city staff.**

Project duration: **3 years** Completion (Anticipated) Date: **2020**

Size of project: **20 machines** Cost of project: **Revenue Generating**

Work for which staff was responsible: **Providing Vending Services.**

Contract Type: **Service**

The results/deliverables of the project: **ongoing**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Weston**

Address: **20200 Saddle Club Rd.**

City/State/Zip: **Weston, FL. 33326**

Contact Name: **Don Decker** Title: **Director of Parks & Recreation**

E-Mail Address: **ddecker@westonfl.org**

Telephone: **954-389-4321** Fax:

Project Information:

Name of Contractor Performing the work: **Bettoli Vending**

Name and location of the project: **City of Weston Concessions**

Nature of the firm's responsibility on the project: **Providing Vending services and concession services to all city parks.**

Project duration: **5 years** Completion (Anticipated) Date: **2022**

Size of project: **20+ Machines** Cost of project: **Revenue Generating**

Work for which staff was responsible: **Providing Vending Services.**

Contract Type: **Service**

The results/deliverables of the project: **Ongoing**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Miami Dade County**

Address: **111 NW 1st Street, 24th floor**

City/State/Zip: **Miami, FL. 33128**

Contact Name: **Charlotte Horne**Title: **Operations Manager**

E-Mail Address: **Charlotte.Horne@miamidade.gov**

Telephone: **305-375-3231**Fax:

Project Information:

Name of Contractor Performing the work: **Bettoli Vending**

Name and location of the project: **Vending Services for All Miami Dade County Buildings.**

Nature of the firm's responsibility on the project: **Provide Vending Services for all GSA manage buildings.**

Project duration: **5 years**Completion (Anticipated) Date: **2019**

Size of project: **270+ Machines** Cost of project: **Revenue Generating**

Work for which staff was responsible: **Providing Vending Services.**

Contract Type: **Service**

The results/deliverables of the project: **Ongoing**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Coconut Creek**

Address: **4900 W. Copans Rd.**

City/State/Zip: **Coconut Creek, FL. 33063**

Contact Name: **Michael Heimbach**Title: **Program Manager**

E-Mail Address: **mheimbach@coconutcreek.net**

Telephone: **9549561453**Fax:

Project Information:

Name of Contractor Performing the work: **Bettoli Vending**

Name and location of the project: **City of Coconut Creek Parks and Buildings.**

Nature of the firm's responsibility on the project: **Providing Vending Services in all city parks and buildings as requested by city staff.**

Project duration: **5 years**Completion (Anticipated) Date: **2022**

Size of project: **15+ Machines** Cost of project: **No cost.**

Work for which staff was responsible: **Providing Vending Services.**

Contract Type: **Service**

The results/deliverables of the project: **Ongoing**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Miami**

Address: **444 SW 2nd Avenue (3rd FL)**

City/State/Zip: **Miami, FL. 33130**

Contact Name: **Vivian Izsack, Ph.D.** Title: **Sr. Project Representative**

E-Mail Address: **vizsack@miamigov.com**

Telephone: **3054161476** Fax:

Project Information:

Name of Contractor Performing the work: **Bettoli Vending**

Name and location of the project: **City of Miami Parks and Buildings.**

Nature of the firm's responsibility on the project: **Providing Vending Services in all city parks and buildings as requested by city staff.**

Project duration: **5 years** Completion (Anticipated) Date: **2021**

Size of project: **~40 Machines** Cost of project: **Revenue Generating**

Work for which staff was responsible: **Providing Vending Services.**

Contract Type: **Service**

The results/deliverables of the project: **Ongoing**



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 1.

File ID: 18-1319

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/31/2018

Short Title: Vending Machine Services

Final Action: 01/16/2019

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RE-18-12 "VENDING MACHINES SERVICES" TO BETTOLI TRADING CORP.

***Agenda Date:** 01/16/2019

Agenda Number: 1.

Internal Notes:

Attachments: 1. Draft Agreement, 2. Evaluation Committee Conflict of Interest Forms, 3. 11-5-18 Meeting Minutes, 4. 11-14-18 Meeting Minutes, Summary Ranking, and Score Sheets, 5. Bid Tabulation, 6. Submittal by Bettoli Trading Corp (Bettoli Vending), 7. RE-18-12 - Vending Machine Services

1 City Commission 01/16/2019 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 22, 2018, the City Commission authorized the advertisement of RE-18-12 "Vending Machine Services", which was advertised on August 28, 2018.

2. The purpose of this solicitation was 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 (revenue) to the City of Pembroke Pines.

3. On September 25, 2018, the City opened five (5) proposals from the following vendors:

Vendor Name	% of Gross Sales Payable to the City	Minimum Amount Per Month Payable to the City, Per Machine
InstaHealthy	15%	\$ 0.00

Double R Vending	25%	\$	76.50
Right Choice Vending	33%	\$	10.00
Bettoli Trading Corp	20%	\$	51.00
Global Vending Service	10%	\$	142.20

4. On November 5, 2018, 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:

- Resale Pricing and Approach (40%)
- References, Experience and Ability (10%)
- Revenue Proposal (45%)
- Local Vendor Preference/Veteran Owned Small Business Preference (5%)

5. At the November 5, 2018 meeting, the evaluation committee deemed GLobal Vending Service and Right Choice Vending as non-responsive as they did not submit all of the required bid documents.

6. The evaluation committee then made a motion, which passed unanimously, to reconvene the committee at a later date where the remaining three vendors would appear for a short presentation followed by a question/answer session with the evaluators.

7. The evaluation committee reconvened on November 14, 2018. The evaluators met with each of the shortlisted vendors for a total of ten minutes where they were able to ask questions for clarification.

8. At the November 14, 2018 meeting, the evaluation committee ranked the remaining vendors as shown below:

Rank	Vendor Name
1	Bettoli Trading Corp
2	Double R Vending
3	InstaHealthy

9. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award RE-18-12 "Vending Machine Services" to the first ranked vendor, Bettoli Trading Corp.

10. Bettoli Trading Corp has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section".

11. Request Commission to approve the findings and recommendation of the evaluation committee and to award RE-18-12 "Vending Machine Services" to Bettoli Trading Corp.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** The City of Pembroke Pines would receive on a monthly basis the higher of either \$1,836 (\$51 per machine per month, 36 machines) or 20% of gross sales.
- b) Amount budgeted for this item in Account No:** Revenues will be allocated to the following Account #'s: 170-220590-552-2220, 171-220590-554-2220, 1-362024-800, 172-220515-2220.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 5 year projection of the operational cost of the project:** Not Applicable
- e) Detail of additional staff requirements:** Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2019

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 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 Alex Blanco Insurance/Allstate 5975 Sunset Drive Ste 605 Miami, FL 33143	CONTACT NAME: Yolanda R Perez
	PHONE (A/C, No, Ext): 305-825-4000 FAX (A/C, No): 305-895-3123
	E-MAIL ADDRESS: yolanda@allstate.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED BETTOLI TRADING CORP 6095 NW 167th ST STE D5 HIALEAH, FL 33015-4313	INSURER A: Allstate Insurance Co
	INSURER B: Allstate Insurance Co
	INSURER C: Allstate Insurance Co
	INSURER D:
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			648724950	11/04/2018	11/04/2019	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			648529032	11/04/2018	11/04/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			648510050	11/04/2018	11/04/2019	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

VENDING MACHINE OPERATIONS:

CITY OF PEMBROKE PINES, has been listed as named insured in Commercial General Liability and Commercial Auto policies. Waiver of Subrogation and Primary Non Contributory Endorsements are included in General Liability policy (see Allstate policy jacket attached)

30 DAY CANCELLATION NOTICE**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

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF PEMBROKE PINES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.