



Albert P. Childress
Acting City Manager

March 18, 2019

Maurizio Bettoli
Director of Operations
6095 NW 167th Street
Suite D5
Hialeah, FL 33015

Ref: Renewal of Contract – Bettoli Trading Corp d.b.a. Bettoli Vending (“Bettoli Vending”) for Vending Machine Services

Dear Mr. Bettoli:

Please allow this letter to serve as notice that the City of Doral (the “City”) is exercising its option to renew the agreement with Bettoli Vending for the provision of Vending Machine Services (the “Agreement”) for a period of one (1) year through April 4, 2020 (the “Renewal Term”). The terms of the Agreement will continue in full force and effect through the Renewal term.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

On behalf of the City, please accept my sincerest gratitude for the services you have provided the City. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community. If you have any questions, please do not hesitate to contact me.

Sincerely,

Albert P. Childress
Acting City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Bettoli Vending Inc., hereby execute this notice as of the date below.

Bettoli Trading Corporation

3/27/19

Maurizio Bettoli, Director of Operations Date:



Edward Rojas
City Manager

May 16, 2018

Maurizio Bettoli
Director of Operations
6095 NW 167th Street
Suite D5
Hialeah, FL 33015

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Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

On behalf of the City, please accept my sincerest gratitude for the services you have provided the City. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Rojas".

Edward Rojas
City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Bettoli Vending Inc., hereby execute this notice as of the date below.

Bettoli Trading Corporation

A handwritten signature in black ink, appearing to read "Maurizio Bettoli".

5/17/18

Maurizio Bettoli, Director of Operations Date:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
BETTOLI VENDING
FOR
VENDING MACHINE SERVICES**

THIS AGREEMENT is made between **BETTOLI VENDING** a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, following a duly-issued and administered Request for Proposals (#2016-33, "Vending Machines)," the City ranked the Consultant as the top respondent and authorized contractual negotiations with Consultant; and

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Vending Machine Services as per City's Request for Proposals No. 2016-33 (the "Project"); and

WHEREAS, the City desires to engage the Provider, and the Consultant desires to be engaged, to perform the services specified below on the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish professional services to the City as set forth in the "Scope of Services" attached as part of this agreement as Exhibit "A", which is incorporated herein and made a part hereof by this reference.
 - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for one (1) year, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to extend this agreement for two (2) additional one (1) year renewals. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider

2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Provider shall compensate the City on a monthly basis as outlined in Exhibit "B" or 20% of the total sum of gross revenues, whichever is greater.

3.2 The Provider shall pay the City in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **SubProviders.**

4.1 The Provider shall be responsible for all payments to any sub-Providers and shall maintain responsibility for all work related to the Project.

4.2 Any sub-Providers used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager may terminate this Agreement, for any reason, upon thirty (30) days written notice to the Provider, or immediately with cause. Cause for purposes of this Agreement shall be defined as a violation of Federal, State, County, and/or City regulations by Provider in performance of its obligations under this Agreement, in the City Manager's sole determination, and/or a failure of Provider to follow the directives of the City in such a manner as to cause unreasonable delay, prejudice, and/or damage to the City, in the City Manager's sole determination.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

8.3 In the event of termination by the City, the City shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "E". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and

about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
 City Attorney
 Weiss Serota Helfman Cole & Bierman, P.L.
 2525 Ponce De Leon Boulevard, 7th Floor
 Coral Gables, FL 33134

For The Provider: Maurizio Bettoli
 Bettoli Vending
 6095 NW 167th Street, Suite D-4
 Miami, FL 33015

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 Pursuant to Section 119.0701, Florida Statutes, Provider shall

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.4 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

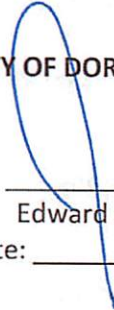
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

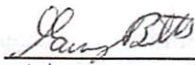
Edward A. Rojas, City Manager
Date: 4.4.17

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Weiss Serota Helfman Cole & Bierman, PL
City Attorney

PROVIDER

By: 

Its: Maurizio Bettoli
Date: 3/23/17

Exhibit “A”: Scope of Services

3.1 PURPOSE AND DESCRIPTION

The City's intent and the purpose of these specifications are to guide the qualified firm to manage and operate vending machines at City facilities, which includes the sale of pre- packaged food and beverages on behalf of the City.

3.2 LICENSE RIGHTS

3.2.1 The City grants to the Contractor the exclusive right to providing vending machine services as contemplated herein.

3.2.2 The Contractor shall reference Exhibit "B" for the proposed facilities, their hours of operations, and monthly fees for providing vending services to the City.

3.2.3 During the term of the agreement the City may, from time to time, identify facilities owned or leased by the City, for which it requires food and/or beverages vending machines. A list of facilities in which such machines are installed is attached hereto as Exhibit "B"; the City may add to, and delete from, this list as it sees fit, at its sole discretion.

3.2.4 Contractor shall provide additional services to the City as determined by the City Manager or his/her designee and that are mutually agreeable by both parties.

3.2.5 The Contractor shall not subcontract any services or rights in this agreement without the written consent of the City Manager, or designee.

3.3 LICENSE FEE

3.3.1 The Contractor agrees to pay the City the proposed rate in Exhibit "B" per vending machine on a monthly basis for the right to operate at the specified locations. The City may assess a 10% late fee on payments not postmarked within ten (10) calendar days after the end of the previous payment period.

3.3.2 The Contractor shall generate and attach a gross sales report for every vending machine covered under this contract when submitting payment to the City. This report shall be a direct print out of vending machine management software. The Contractor shall pay the City as outlined in Exhibit "B" or 20% of the total sum of gross revenues, whichever is greater.

3.4 FACILITIES

3.4.1 The Contractor and a designated City of Doral staff member will conduct a facility inspection prior to Contractor occupancy. The Contractor shall not display or affix any signs on or about the facility without first obtaining the advance written approval of the City Manager or designee.

3.5 VENDING MANAGER

3.5.1 The Contractor shall designate a “Vending Manager” who shall be responsible for all the work to be performed by the Contractor under this Contract and shall serve as the point of contact. The Vending Manager must have a minimum of two (2) years of vending/concessions/restaurant management experience and supervision. The Contractor must provide to the City a copy of the selected Vending Manager’s resume and qualifications as part of their proposal. The selection of the Vending Manager must be approved by City’s Representative.

3.5.2 The Vending Manager needs to be a certified vending machine manager pursuant to the requirements set forth by the state of Florida Department of Health.

3.6 VENDING MACHINES AND EQUIPMENT

3.6.1 The Contractor shall furnish, install, maintain, and secure high quality vending machines. The vending machines shall be modern, of the latest mechanical/electronic technology and be in new or near new condition.

3.6.2 Proposals that include vending machines capable of accepting debit and credit cards will be scored more favorably over proposals with strictly traditional forms of payment (cash and coins). The Contractor understands that the City will NOT provide Internet access. It is the Contractors responsibility to ensure machines that process debit and credit payments do so wirelessly.

3.6.3 All vending machines shall display the successful Contractor’s name, a local service telephone number for reporting vending machine malfunctions, the person or office within the successful Contractor’s organization responsible for refunds and for re- stocking vending machines. Each vending machine shall have a serial or identification number that is visible and easily located.

3.6.4 The vending machines provided must be of adequate size and capacity to maintain full and uninterrupted service. Vending machines shall be capable of holding and dispensing a variety of snack and beverage products and sizes. The vending machines will vend suitable packaging customarily used to dispense snacks and

beverages.

3.6.5 All vending machines shall be equipped with non-resettable counters that indicate unit sales. A monthly sales report using these numbers shall be reported monthly to the City.

3.6.6 All vending machines shall be designed, constructed, installed, and operated in accordance with local, state, and national codes and regulations as applicable, including, but not limited to any FDA caloric disclosure requirements.

3.6.7 The machines will be aesthetically acceptable to the City. The City may reject machine signage or logos if deemed objectionable or a distraction to the activities occurring on City property.

3.7 PRODUCTS

3.7.1 For snacks, the Contractor shall provide products that include a variety of snacks including, but not limited to, snack bars, cookies, chips, candy, gum, and other products customarily dispensed through such equipment, subject to the terms and restrictions of this section. For beverages, the successful Contractor shall provide beverages including, but not limited to, a variety of carbonated soft drinks and non-carbonated beverages including, but not limited to, fruit juice drinks or fruit juice based products, bottled water, tea-based products, milk, pre-packaged coffee products, and sports drinks, subject to the terms and restrictions of this section. This shall include healthy snacks and beverages.

3.7.2 Once the City has approved the initial product line offered, the Contractor will be allowed to add or delete products with prior written approval from the City, subject to the terms and restrictions of this section. Such consent shall not be unreasonably withheld. The City reserves the right to request that a product, or products, be replaced at any time and for any reason.

3.7.3 The City seeks to offer dog-friendly vending items at Trails and Tails Park, the City's pet-friendly facility. The Contractor may submit items on their proposed list of sale items to satisfy this demand. These items do not have to meet any of the nutritional guidelines established herein.

3.7.4 Contractor shall not sell or distribute any glass bottles or containers.

3.7.5 Vending machines shall be limited to the sale of prepackaged foods and non-alcoholic beverages. This excludes "dog-friendly" vending machines at Trails & Tails Park.

3.8 PRICING

3.8.1 The Contractor shall not deviate from the proposed pricing for menu items in Exhibit "D" during the term of this agreement. Any items and proposed pricing not covered by this section will be subject to approval by the City.

3.8.2 The Contractor shall pay sales taxes or provide the City with proof of collection and remittance of sales taxes to the State of Florida on a monthly basis.

3.9 NUTRITIONAL GUIDELINES

3.9.1 Contractor shall reference Ordinance 2012-21 (Exhibit "C") establishing nutritional requirements for food and beverages sold at City Facilities.

3.9.2 It shall be required that at least fifty percent (50%) of foods offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:

- (i)** Not more than 35 percent of its total calories shall be from fat.
- (ii)** Not more than 10 percent of its total calories shall be from saturated fat.
- (iii)** Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar.
- (iv)** Not more than 175 calories per individual food item.

3.9.3 It shall be required that at least fifty percent (50%) of beverages offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:

- (i)** Fruit-based drinks that are composed of no less than 50 percent fruit juice and that have no added sweeteners.
- (ii)** Drinking water.
- (iii)** Milk, including, but not limited to, chocolate milk, soy milk, rice milk, and other similar dairy or nondairy milk.
- (iv)** Electrolyte replacement beverages that do not contain more than 42 grams of added sweetener per 20 ounce serving.

3.9.4 "Added sweetener" means any additive other than 100 percent fruit juice that enhances the sweetness of a beverage.

3.9.5 The price for foods and beverages conforming with the above sections shall not exceed comparable nonconforming products by more than a maximum of ten percent (10%).

3.9.6 The City Manager or his/her designee shall be responsible for the implementation and enforcement of these guidelines and shall consult a licensed nutritionist to that effect.

3.9.7 Failure to adhere to the requirements herein shall constitute a material breach of the contract and be subject to immediate termination.

3.9.8 As a point of reference, a list of snacks and prepackaged foods that meet the nutritional requirements established herein are available at <http://www.fitpick.org/>.

3.10 STAFFING

3.10.1 Staff must be clean, groomed, and in uniform while on City property. Staff shall not smoke or consume alcohol in the Parks.

3.10.2 The City may require the Contractor conduct a Class 2 criminal background check on all employees that will perform work at City facilities once every calendar year. Contractor shall submit the results of criminal background check prior any new employees commencing work at City facilities.

3.10.3 The Contractor agrees that it will properly train and supervise all of its employees and ensure compliance with the City's Drug Free Workplace policy.

3.10.4 The Contractor's employees shall be courteous and shall be neat and sanitary and not pose a health threat or risk to the public.

3.10.5 The Contractor's employees shall refrain from using profane, indecent, or obscene language and gestures at City facilities.

3.10.6 The City reserves the right to bar any of the Contractor's employees from performing work at City facilities for not meeting the guidelines established herein. The City shall document these requests in writing and submit to the on-site supervisor.

3.11 OPERATIONS

3.11.1 Routine maintenance and restocking activities must be conducted at City facilities between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. Service calls placed by the City shall be conducted during regular operating hours at City facilities.

3.11.2 Contractor shall check and fill vending machines twice a week, once Monday and a second time on Fridays, to ensure they are fully stocked and operational. The City reserves the right to charge the Contractor liquidated damages of \$25 per day if

Contractor fails to meet this obligation.

3.11.3 The City reserves the right to charge to Contractor liquidated damages of \$25 per pay if Contractor fails to address a service call within one (1) day, seven (7) days a week.

3.11.4 A report as a result of the audit will notify the Contractor of condition needing correction or improvement. In the event, the Contractor is deficient in three (3) audits during the term of the agreement, the City may declare the Contractor in default of the terms and may terminate the agreement with ten (10) day written notice.

3.11.5 The Contractor agrees that it will be responsible for the installation, maintenance, repair and all costs associated therewith for any equipment that the Contractor desires to place into the Concession, as may be permitted under this Agreement. The City will have no responsibility for the cost of installation, maintenance, repair or any other costs related to any equipment placed into the Concession by the Contractor. The City will have no responsibility to obtain any permits that may be required in connection with the installation, maintenance or repair of any equipment placed in the Concession.

3.11.6 The Contractor shall be responsible for inspecting the condition of the vending machines and equipment at City facilities.

3.11.7 The Contractor shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, the Contractor, or the Concession. The Contractor, at the Contractor's expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Vending Machines.

3.11.8 The Contractor agrees to use a point of sale system approved by the City. The City shall have access to this point of sale system. The Contractor will keep accurate and complete records of all revenue and expenses in connection with the operation of the vending machines. Such revenue and expenses will be supported by cash register tapes, invoices, sales slips bills, vouchers, payroll records, purchase orders and other pertinent records that, under recognized accounting and industry practices, contain information relating to costs, including gross sales or profits. In addition to any and all such documents or statements ("records") identifying total concession stand revenues for the time periods of operation as specified herein.

3.12 DAMAGE/ RESTORATION/ CONDITIONS

3.12.1 The City does not expressly or impliedly warrant the condition of any food service equipment. The Contractor waives the right to a claim for any damages Contractor, its agents, employees, volunteers, guests or invitees from any use of the Concession.

3.12.2 The City shall not be liable for any loss, damage or injury of any kind or character, including vandalism and theft, to any person or property: (i) caused by any defect in the vending machine; (ii) caused by or arising from any act or omission of Contractor, or of any of its agents, employees, volunteers, guests or invitees; (iii) arising from any accident which may occur while Contractor is in control of the vending machine; or (iv) arising from any other cause.

**Exhibit “B”:
Vending Locations & Proposed
Fees**

EXHIBIT B:

FACILITIES, LOCATIONS, & FEES

| Facility | # of Units | | Monthly Fee | | TOTAL DUE TO CITY |
|---------------------|------------|---|-------------|---|-------------------|
| Government Center | 1 | x | \$75 | = | \$75 |
| Doral Meadow Park | 2 | x | \$75 | = | \$150 |
| Morgan Levy Park | 2 | x | \$75 | = | \$150 |
| Trails & Tails Park | 3 | x | \$40 | = | \$80 |
| Doral Central Park | 1 | x | \$40 | = | \$40 |
| Doral Police Dept. | 1 | x | \$40 | = | \$40 |
| Doral Legacy Park | 8 | x | \$75 | | \$600 |

TOTAL MONTHLY FEE \$1,135.00

Please refer to Section 3.3 for a detailed explanation of payment.

| Facility | Address | Operating Hours |
|-------------------------|----------------------------------|--|
| Doral Government Center | 8401 NW 53 rd Terrace | Mon.-Fri.: 7:00 a.m. – 4:30 p.m. Weekend: Closed |
| Doral Meadow Park | 11555 NW 58 th Street | Mon.-Fri.: 7:00 a.m. – 9:00 p.m. Saturday: 8:00am - 9:00pm Sunday: 8:00am - Sunset |
| Morgan Levy Park | 5300 NW 102 nd Avenue | Mon.-Fri.: 7:00 a.m. – 9:00 p.m. Saturday: 8:00am - 9:00pm Sunday: 8:00am - Sunset |
| Trails & Tails Park | 11645 NW 50 th Street | Everyday: 7:00 a.m. – Sunset |
| Doral Legacy Park | 11400 NW 82 nd Street | Mon.-Fri.: 7:00 a.m. – 9:00 p.m. Saturday: 8:00am - 9:00pm Sunday: 8:00am - Sunset |

Potential Future Sites

| Facility | Address | Operating Hours |
|--------------------------|---|-----------------|
| Doral Glades Park | NW 74 th Street and NW 97 th Avenue | TBA |
| Doral Police Sub Station | 3719 NW 97 th Avenue | TBA |

The Contractor SHALL NOT modify the contents of this sheet.

**Exhibit “C”:
Nutritional Guidelines
Ordinance**

ORDINANCE #2012-21

**AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF DORAL, FLORIDA CREATING SECTION _____
ESTABLISHING NUTRITIONAL REQUIREMENTS FOR FOOD
AND BEVERAGES SOLD AT CITY FACILITIES, AND EVENTS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION
IN THE CITY CODE; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, 31.9 percent of American children and adolescents ages 2 to 19 are obese, or overweight, which translates into more than 23 million who are either obese or overweight; and

WHEREAS, overweight children and adults are at greater risk for numerous adverse health consequences, including type 2 diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, depression and other debilitating diseases;

WHEREAS, the medical costs of obesity have risen nationally to \$147 billion each year; and

WHEREAS, the City of Doral is committed to providing an environment where children and adults can maintain a healthy lifestyle; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AS FOLLOWS:

Section 1. Section ____ of the City Code of the City of Doral is hereby created to read as follows:

Section ____ . Definitions.

- a. "Added sweetener" means any additive other than 100 percent fruit juice that enhances the sweetness of a beverage.
- b. "City Event" shall mean any event primarily sponsored by the City of Doral whether at a City Facility or elsewhere. This term shall not include events held at City Facilities by third parties



where the City is merely a sponsor and not responsible for any organizational aspects of the event.

- c. "City Facility" shall mean any property owned and operated by the City of Doral.

Section _____. Nutritional Requirements of Foods and Beverages.

- a. It shall be required that at least fifty percent (50%) of foods offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:
 - 1. Not more than 35 percent of its total calories shall be from fat.
 - 2. Not more than 10 percent of its total calories shall be from saturated fat.
 - 3. Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar.
 - 4. Not more than 175 calories per individual food item.
- b. It shall be required that at least fifty percent (50%) of beverages offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:
 - 1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and that have no added sweeteners.
 - 2. Drinking water.
 - 3. Milk, including, but not limited to, chocolate milk, soy milk, rice milk, and other similar dairy or nondairy milk.
 - 4. Electrolyte replacement beverages that do not contain more than 42 grams of added sweetener per 20 ounce serving.
- c. The price for foods and beverages conforming with the above sections shall not exceed comparable nonconforming products by more than a maximum of ten percent (10%).

Section _____. Implementation.

- a. The City Manager or his/her designee shall be responsible for the implementation and enforcement of this Ordinance and shall consult a licensed nutritionist to that effect.
- b. All RFPs, ITBs or other solicitations for concession services at City Events or Facilities shall weigh the nutritional offerings of proposers or bidders with a weight of no less than twenty percent of the total solicitation score.
- c. All contracts for concession services or other services that will provide food or beverages at any City Event or Facility shall

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reference this section and clearly state that failure to adhere to the requirements herein shall constitute a material breach of the contract and be subject to immediate termination.

Section 2. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in their entirety.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Doral, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective commencing September 19, 2012.

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The foregoing Ordinance was offered by Councilmember Boria, who moved its adoption. The motion was seconded by Councilman Cabrera and upon being put to a vote, the vote was as follows:

| | |
|----------------------------------|-----|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Michael DiPietro | Yes |
| Councilman Peter Cabrera | Yes |
| Councilwoman Luigi Boria | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

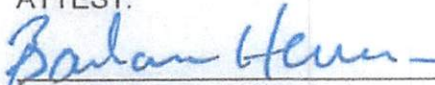
PASSED AND ADOPTED on first reading this 22 day of August, 2012.

PASSED AND ADOPTED on second reading this 19 day of September, 2012.



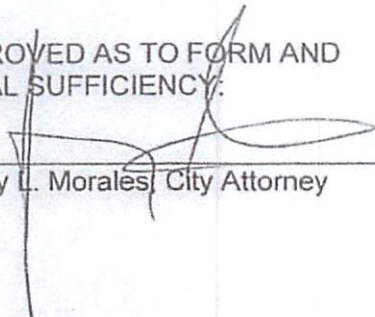
Juan Carlos Bermudez, Mayor

ATTEST:



Barbara Herrera, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Jimmy L. Morales, City Attorney

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Exhibit “D”:

Pricing for Menu Options

| Product | Prices |
|------------------------------|--------|
| Soda 12oz | \$1.00 |
| Soda 20oz | \$2.00 |
| Water | \$1.75 |
| PowerAde | \$2.00 |
| 16oz Energy Drinks (Monster) | \$3.00 |
| Juices 16oz | \$2.50 |
| Regular Chips | \$1.00 |
| Healthy Chips | \$1.00 |
| Premium Chips | \$1.25 |
| Bars | \$1.50 |
| Pastries | \$1.50 |

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

Bettoli Vending
6095 NW 167th street
Suite D4
Miami, FL. 33015
305-626-0740
<http://www.BettoliVending.com>



Bettoli Trading Corp.
BETTOLI VENDING
6095 NW 167th street suite D-4
Miami, FL. 33015
<http://www.BettoliVending.com>

Prices

| Product | Description | Price |
|-----------------|---|------------------|
| Bags | Doggie Bags w/ Dispenser (20ct) | \$5.00 |
| Refillable Bags | Doggie Bags Refillable (60ct) | \$5.00 |
| Dog toy | Rope Toy 13" | \$5.00 |
| Collars | Large Adjustable Collars Medium Adjustable Collars Small Adjustable Collars | \$5.00 |
| Greenies | Greenies Mini-Me Petite Greenies Mini-Me Large | \$3.00 \$5.00 |
| Treats | Z-bones Dentals Chews Minis Rawhide Sticks/Bones | \$3.00 \$3.00 |
| Leash | Leash | \$5.00 |
| Dog Toy | Round (Disc) Dog Toy | \$5.00 |
| Balls | Tennis Balls (2pack) | \$5.00 |
| Lights | Dog Safety Lights | \$5.00 |
| Leash | Dog Leash with Soft Handle | \$7.00 |

A member of **NAMA**



Exhibit “E”: Insurance Requirements

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City, or in accordance to policy provisions. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) 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 or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

| | |
|-------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |
| Personal Injury | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |

B. Endorsements Required

City of Doral listed as an additional insured

Primary Insurance Clause

Contingent Liability

Premises and Operations Liability

II. Automobile Liability (If Applicable) \$300,000

Owned or Scheduled Autos, including

Hired and Non Owned Autos

City of Doral listed as an additional insured

III. Workers Compensation (If Applicable)
Statutory- State of Florida

IV. Employer's Liability

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

City of Doral listed as an additional insured

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management

RESOLUTION No. 17-24

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING REQUEST FOR QUALIFICATIONS #2016-33, "VENDING MACHINE SERVICES," TO BETTOLI VENDING AS THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE PROPOSER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH BETTOLI VENDING, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF VENDING MACHINE SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On October 31st, 2016, the City of Doral (the "City") issued Request for Proposal #2016-33, "Vending Machines" (the "RFP") for the provision of vending machines services at City facilities; and

WHEREAS, a pre-proposal meeting was held on November 17th, 2016, where seven (7) firms attended, and, on November 29th, 2016 at 11:00 a.m., three (3) submittals were received and opened, with two (2) firms meeting the required criteria; and

WHEREAS, a public meeting of the selection committee was held on January 12th, 2017 where submittals were scored based on a Three Hundred (300) Point System and ranked as followed:

- | | |
|---------------------|--------------|
| 1. Bettoli Vending | 281.5 Points |
| 2. Double R Vending | 274.5 Points |

WHEREAS, staff has recommended the City Council award the to Bettoli Vending, the top ranked firm, and authorize the City Manager to negotiate and enter into an agreement with Bettoli Vending for a period of one (1) year with two (2) one (1) year renewals

for a possible total of three (3) years. Staff has further recommended the City Council authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be entered into with Bettoli Vending.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. The RFP is hereby award to Bettoli Vending, subject to entering into an agreement with the City on the terms specified herein. This Authorization does not create or confer any rights to Bettoli Vending or any of the other ranked firms.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Bettoli Vending for the provision of vending machine services at City facilities for a period of one (1) year with two (2) one-year renewals for a possible total of three (3) years. The City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm successively, if an agreement cannot be entered into with Bettoli Vending, and to expend budgeted funds in furtherance hereof.

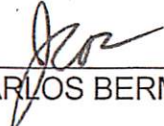
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

| | |
|----------------------------------|-----|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Claudia Mariaca | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED this 8 day of February, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF THE CITY OF DORAL:



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, P.L.
CITY ATTORNEY