

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
BETTOLI TRADING CORP.  
FOR  
VENDING MACHINES OPERATIONS AND MANAGEMENT AT CITY FACILITIES**

**THIS AGREEMENT** is made between **BETTOLI TRADING CORP.**, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, on January 17, 2020, the City of Doral (the “City”) advertised Request for Proposals (“RFP”) #2020-04 “Vending Machine Operations and Management” for the provision of providing vending machine operations and management at City facilities; and

**WHEREAS**, on February 25, 2020, the evaluation committee scored and ranked the submittals received based on a three-hundred point (300) scale; and

**WHEREAS**, during the March 11, 2020 Council Meeting, the Mayor and City Council-Members approved Resolution #20-41 awarding RFP # 2020-04 to the top ranked firm and authorizing the City Manager to negotiate and enter into an agreement with Bettoli Trading Corp. for the provision of providing vending machine operations and management at City Facilities.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
  - 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services for the provision of providing vending machines operations and management services at city facilities as contemplated herein.
  - 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in **Exhibit “A”**, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
  - 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for an initial period of three (3) years from the date of execution. The City shall have the option to renew this agreement for an additional two (2) one (1) year periods after the end of the initial term. Continuation of the Agreement beyond the initial term, is a City prerogative, and not a right of the Provider.

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 monthly gross revenues, whichever is greater.

3.2 The City shall assess a 10% late fee on payments not received within ten (10) calendar days after the end of the previous payment period. The Provider will be assessed an additional 10% late fee on payments not received within thirty (30) days after the end of the previous payment period.

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. **City's Responsibilities.**

4.1 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).

4.2 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 the Provider, in possession of the City.

5. **Provider's Responsibilities.**

5.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider

under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, 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.

6. **Termination.**

- 6.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 6.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 6.3 In the event of termination by the City, the Provider 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 6.4.
- 6.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service 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.

7. **Insurance.**

- 7.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "C"**. 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.
- 7.2 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.

8. **Nondiscrimination.**

8.1 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, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

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

9.1 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.

9.2 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.

10. **Indemnification.**

10.1 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 Agreements 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.

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

10.3 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.

11. **Notices/Authorized Representatives.**

- 11.1 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:           Albert P. Childress  
                                  City Manager  
                                  City of Doral, Florida  
                                  8401 NW 53rd Terrace  
                                  Doral, Florida 33166

With a Copy to:       Luis Figueredo, Esq.  
                                  City Attorney  
                                  City of Doral, Florida  
                                  8401 NW 53rd Terrace  
                                  Doral, Florida 33166

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

12. **Governing Law.**

- 12.1 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, or the Southern District of Florida.

13. **Entire Agreement/Modification/Amendment.**

- 13.1 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.
- 13.2 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.

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

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
- (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 this chapter 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 contractor 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.
- 14.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
- (a) Service quality, attentiveness, courteousness, etc.;

15. **No assignability.**

15.1 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.

16. **Severability.**

16.1 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.

17. **Independent Contractor.**

17.1 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.

18. **Representations and Warranties of Provider.**

18.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

19. **Compliance with Laws.**

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

19.2 The Provider 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 and the Provider.

20. **Non-collusion.**

20.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

21. **Truth in Negotiating Certificate.**

21.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

22. **Waiver**

22.1 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.

23. **Survival of Provisions**



23.1 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.

24. **Prohibition of Contingency Fees.**

24.1 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.

25. **Force Majeure.**

25.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

26. **Counterparts**

26.1 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.

27. **Interpretation.**

27.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as

“herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

27.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

28. **Discretion of City Manager.**

28.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

29. **Third Party Beneficiary**

29.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

30. **No Estoppel**


30.1 Neither the City’s review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider’s negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.


**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:


**CITY OF DORAL**

  
\_\_\_\_\_  
Connie Diaz, City Clerk

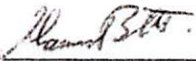
By:   
\_\_\_\_\_  
Albert P. Childress, City Manager

Date: Apr 22, 2020

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

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

**Bettoli Trading Corp.**

By:   
\_\_\_\_\_  
Its: Director of Operations  
Date: 3/23/2020

**Exhibit "A"**

**Scope of Services**

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **1.0 LICENSE RIGHTS**

**1.1** The City grants to the Provider the non-exclusive right to provide vending machine services as contemplated herein.

**1.2** The Provider shall reference Exhibit "B" for the facilities, hours of operations, and monthly license fee for providing vending services to the City.

**1.3** During the term of the Agreement(s), 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.

**1.4** Provider 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.

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

#### **2.0 LICENSE FEE**

**2.1** The Provider agrees to pay the City the proposed rate in Exhibit "B" per vending machine or 20% of the total sum of gross revenues, whichever is greater, on a monthly basis for the right to operate at the specified locations. The City shall assess a 10% late fee on payments not received within ten (10) calendar days after the end of the previous payment period. The Provider will be assessed an additional 10% late fee on payments not received within thirty (30) days after the end of the previous payment period.

**2.2** The Provider 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.

#### **3.0 FACILITIES**

**3.1** The Provider and a designated City of Doral staff member will conduct a facility inspection prior to Provider occupancy. The Provider 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.

**3.2** Provider shall be responsible for any improvements at any facility necessary to allow for installation of vending machines. The Provider shall be responsible for any required permitting; the City will not waive any fees. Any improvements must be previously approved by the City Manager or designee.

#### **4.0 VENDING MANAGER**

**4.1** The Provider shall designate a "Vending Manager" who shall be responsible for all the work to be performed by the Provider 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 Provider 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.

**4.2** 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.

#### **5.0 VENDING MACHINES AND EQUIPMENT**

**5.1** The Provider shall furnish, install, maintain, and secure high quality vending machines. The vending machines shall be of the latest mechanical/electronic technology and be in new or near new condition. The location of all vending machines is subject to approval by the City. The City may reject machines at any time for functional or aesthetic deficiencies.

**5.2** The Provider shall furnish snack or beverage vending machines to each facility as described in Exhibit "B". The City reserves the right to add or delete facilities as needed.

**5.3** All vending machines shall be capable of accepting debit and credit cards along with traditional forms of payment (cash and coins). The Provider understands that the City will NOT provide Internet access. It is the Providers responsibility to ensure machines that process debit and credit payments do so wirelessly.

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**5.4 All vending machines shall display the successful Provider's name, a local service telephone number and e-mail address/web application for reporting vending machine malfunctions, the person or office within the successful Provider's organization responsible for refunds and for restocking vending machines. Each vending machine shall have a serial or identification number that is visible and easily located. This information shall be prominently displayed near the methods of payment in typeface not smaller than 12 point.**

**5.5 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.**

**5.6 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.**

**5.7 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.**

**5.8 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.**

## **6.0 PRODUCTS**

**6.1 For snacks, the Provider 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 Provider 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.**



**6.2** Once the City has approved the initial product line offered, the successful Provider 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.

**6.3** The Provider shall provide a separate machine at Trails & Tails Park that dispenses pet-friendly food items or merchandise. The Provider 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.

**6.4** Provider shall submit a proposed list of items that will be sold in vending machines with each respective item's proposed pricing. Pricing for these items shall be fixed throughout the duration of the awarded contract unless pricing changes are approved by the City.

**6.5** Provider shall not sell or distribute any glass bottles or containers.

**6.6** Vending machines shall be limited to the sale of prepackaged foods and nonalcoholic beverages.

## **7.0 PRICING**

**7.1** All vending machines, their contents, and prices are subject to approval by the City Manager or designee.

**7.2** The Provider shall satisfy demand at competitive prices comparable with the prices charged for food and beverages at other public parks in the area. The Provider agrees that the level of services in the proposal cannot change without the City's approval.

**7.3** The Provider 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.

## **8.0 NUTRITIONAL GUIDELINES**

**8.1** Provider shall reference City of Doral Ordinance # 2012-21 establishing nutritional requirements for food and beverages sold at City Facilities.

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**8.2** 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.

**8.3** 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.

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

**8.5** 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%).

**8.6** 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.

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

**8.8** 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/>.

## **9.0 STAFFING**

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

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

**9.3 The Provider agrees that it will properly train and supervise all employees and ensure compliance with the City's Drug Free Workplace policy.**

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

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

**9.6 The City reserves the right to bar any of the Provider'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.**

## **10.0 OPERATIONS**

**10.1 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 requested by the City shall be conducted during regular operating hours at City facilities and completed within 48 hours.**

**10.2 Provider 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 Provider liquidated damages of \$25 per day if Provider fails to meet this obligation.**

**10.3 The City reserves the right to charge to Provider liquidated damages of \$25 per day if Provider fails to address a service call within 48 hours of receiving notification. The City shall provide all service requests via email to Provider.**

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

**10.5** The Provider will be responsible for the installation, maintenance, repair and all costs associated therewith for any equipment that the Provider desires to place at City facilities, 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 in City facilities by the Provider. 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 City facilities.

**10.6** The Provider shall be responsible for inspecting the condition of the vending machines and equipment at City facilities.

**10.7** The Provider 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 and the Provider. The Provider, at the Provider's expense, shall be responsible for obtaining and maintaining active all required food licenses and permits relevant to the operation of the vending machines.

**10.8** The Provider must furnish a copy of active City of Doral Business Tax Receipt (BTR) per machine upon execution of agreement and on an annual basis.

**10.9** The Provider agrees to use a point of sale system approved by the City. The City shall have access to this point of sale system. The Provider 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.

**10.10** The Provider shall respond to refund requests submitted to the public within 24 hours of being received. Failure to respond within the required time frame may result in

liquidated damages in the amount of \$10 per occurrence. Refer to section 5.4 for minimum signage requirements.

**11.0 DAMAGE/ RESTORATION/ CONDITIONS**

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

**11.2** 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 Provider, or of any of its agents, employees, volunteers, guests or invitees; (iii) arising from any accident which may occur while Provider is in control of the vending machine; or (iv) arising from any other cause.

**Exhibit "B"**

**Pricing Sheet**

## EXHIBIT B: FACILITIES, LOCATIONS, & FEES

Facility	# of Units	x	Monthly Fee	=	TOTAL DUE TO CITY
Government Center	1	x	\$100.00	=	\$100.00
Doral Glades Park	2	x	\$100.00	=	\$200.00
Doral Meadow Park	2	x	\$100.00	=	\$200.00
Morgan Levy Park	3	x	\$100.00	=	\$300.00
Trails & Tails Park	3	x	\$50.00	=	\$150.00
Doral Police Dept.	1	x	\$50.00	=	\$50.00
Doral Police Training	1	x	\$25.00	=	\$25.00
Doral Legacy Park	6	x	\$100.00	=	\$600.00

**TOTAL MONTHLY FEE \$1,625.00 or 20% of the Total Monthly Gross Sales, whichever is greater**

Facility	Address	Operating Hours
Doral Meadow Park	11555 NW 58 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 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 Street	Everyday: 7:00 a.m. – Sunset
Doral Legacy Park	11400 NW 82 Street	Mon.-Fri.: 7:00 a.m. – 9:00 p.m. Saturday: 8:00am - 9:00pm Sunday: 8:00am - Sunset
Doral Glades Park	7600 NW 98 Place	Mon.-Fri.: 7:00 a.m. – 9:00 p.m. Saturday: 8:00am - 9:00pm Sunday: 8:00am - Sunset
Doral Government Center	8401 NW 53 Terrace	Mon.-Fri.: 7:00am – 5:00pm
Doral Police Station	6100 NW 99 Avenue	Mon.-Fri.: 8:00am – 5:00pm
Doral Police Training Center	3719 NW 97 Avenue	Mon.-Fri.: 8:00am – 5:00pm

**Exhibit "C"**

**Insurance Requirements**



**EXHIBIT "C"**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

**A. Limits of Liability**

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Job/Location)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

**B. Endorsements Required**

City of Doral listed as an additional insured  
Contingent & Contractual Liability  
Premises and Operations Liability  
Primary Insurance Clause Endorsement

**II. Business Automobile Liability**

**A. Limits of Liability**

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non- Owned Autos	
Any One Accident	\$1,000,000

**B. Endorsements Required**

City of Doral listed as an additional insured

**III. Crime Insurance/Fidelity Bonds – Third Party**

Crime Insurance or Fidelity Bonds covering theft of the City's monies, securities, or products in the minimum amounts of:

Per Employee/Incident	\$25,000
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#### **IV. Workers Compensation / Employers' Liability**

A. **Workers Compensation Limits: Statutory - State of Florida**

B. **Employers Liability Limits:**

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

Waiver of Subrogation in favor of City of Doral.

V. **Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Subcontractors' Compliance:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice within 10 days of the change or cancellation.

**Certificate Holder:** City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

Insurance Companies must be authorized to do business in the State of Florida, and 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 AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or

**liabilities, but are merely minimums.**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/15/2020

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 708 South Dixie Highway Coral Gables, Florida 33146	CONTACT NAME: Yolanda R Perez	
	PHONE (A/C, No, Ext): 305-825-4000 FAX (A/C, No): 305-895-3123	
INSURED  Bettoli Trading Corp 6095 NW 167 St Ste D5 Hialeah, Florida 33015	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ALLSTATE INS CO	
	INSURER B : ALLSTATE INS CO	
	INSURER C : ALLSTATE INS 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		648724950	11/4/19	11/4/20	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		648529032	11/4/19	11/4/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		648510050	11/4/19	11/4/20	EACH OCCURRENCE \$ 3000000 AGGREGATE \$ 3000000
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 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 Doral is included as additional insured as it regards to General Liability and Commercial Auto policies. Regarding umbrella: "Any additional insured under any policy of "Underlying Insurance" will automatically be an insured under this insurance". Transfer of Rights of Recovery Against Others to us ( Waive of Subrogation ) wording and Notice of Cancellation Clause have been included.

30 day Cancellation Notice

CERTIFICATE HOLDER  City of Doral 8401 NW 53rd Terrace Doral, Florida 33166	CANCELLATION  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 

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**RESOLUTION No. 20-41**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2020-04 "VENDING MACHINE OPERATIONS AND MANAGEMENT" TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH BETTOLI TRADING CORP. FOR THE PROVISION OF VENDING MACHINE OPERATIONS AND MANAGEMENT AT CITY FACILITIES FOR AN INITIAL PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE (1) YEAR PERIODS FOR A TOTAL OF FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE REACHED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, On January 17, 2020, the City advertised Request for Proposals ("RFP") # 2020-04 "Vending Machine Operations and Management" for the provision of providing vending machine operations and management at City facilities; and

**WHEREAS**, Six (6) firms attended the mandatory pre-bid meeting on January 27, 2020. Three (3) submittals were received and opened on February 13, 2020, with all firms meeting the required criteria set forth in the Request for Proposals; and

**WHEREAS**, On February 25, 2020, the evaluation committee scored and ranked the submittals based on a three-hundred point (300) scale; and

**WHEREAS**, Staff respectfully requests Mayor and City Council-members approval to award Requests for Proposals #2020-04 to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with Bettoli Trading Corp. for the provision of providing vending machine operations and management at City facilities for an initial period of three (3) years with the option to renew for two (2) one (1) years for a total of

five (5) years. Staff further requests approval from the Mayor and City Council-members to authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successionaly if an agreement cannot be reached with Bettoli Trading Corp.

**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. Approval & Authorization.** The Mayor and City Council-members hereby approve the award of RFP # 2020-04 to the top ranked firm and authorizes the City Manager to negotiate and enter into an agreement with Bettoli Trading Corp. for the provision of providing vending machine operations and management at City facilities for an initial period of three (3) years with the option to renew for two (2) additional one (1) year periods for a total of five (5) years. The Mayor and City Councilmembers further approve and authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successionaly if an agreement cannot be reached with Bettoli Trading Corp. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to Bettoli Trading Corp. or any of the other ranked firms.

**Section 3. 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 4. Effective Date.** This resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 11 day of March, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

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

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY