

AGREEMENT

between

THE CITY OF COCONUT CREEK

And

Betolli Trading Corp. D/B/A Bettoli Vending

for

Vending Services

RFP No. 03-15-17-10

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Betolli Vending Company with offices located at 6095 NW 167th Street, Suite D4, Hialeah, Florida (the "Vendor") to provide Vending Services pursuant to RFP No 03-15-17-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 03-15-17-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein. Some machines may be custom wrapped as per City's request at no cost to the City. City will approve final graphics on all machines.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

The Agreement shall be performed pursuant to RFP No.03-15-17-10. Pricing shall be as per Attachment "A" Schedule of Proposal Prices.

4) Contract Term

The initial Agreement period shall be for three (3) years.

5) Contract Extension

The City reserves the right to extend the Agreement for three (3) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Mr. Maurizio L. Bettoli, Director of Operations
Bettoli Trading Corp. D/B/A Bettoli Vending
6095 NW 167th Street, Suite D4
Hialeah, FL 33015
Phone: 305-626-0740
Fax: 305-623-0108
Email: Maurizio@BettoliVending.com

10) Agreement Subject to Funding

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

11) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

12) Signatory Authority

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

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Bettoli Trading Corp. D/B/A Bettoli Vending, signing by and through Mauricio L. Bettoli, Director of Operations, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

VENDOR

ATTEST:

Bettoli Trading Corp. D/B/A Bettoli Vending

(Corporate Secretary)

Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2017.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT “A” SCHEDULE OF PROPOSAL PRICES

CARBONATED SOFT DRINK, SPORT DRINK, FRUIT JUICE, TEA & WATER

PRODUCT / BEVERAGES		BRAND	SIZE IN OUNCES	ITEM COST	SELLING PRICE
1	Coke,	Coca Cola	12oz	*	\$ 0.75
2	Dt Coke	Coca Cola	12oz	*	\$ 0.75
3	Sprite	Coca Cola	12oz	*	\$ 0.75
4	Fuze	Coca Cola	12oz	*	\$ 0.75
5	Fanta Orange	Coca Cola	12oz	*	\$ 0.75
6	Fanta Grape	Coca Cola	12oz	*	\$ 0.75
7	Ginger Ale	Coca Cola	12oz	*	\$ 0.75
8	Fanta Pineapple	Coca Cola	12oz	*	\$ 0.75
9	MM Light Lemonade	Coca Cola	12oz	*	\$ 0.75
10	Coke Zero	Coca Cola	12oz	*	\$ 0.75
11	Sprite Zero	Coca Cola	12oz	*	\$ 0.75
12	Fanta Orange Zero	Coca Cola	12oz	*	\$ 0.75
13	Cherry Coke Zero	Coca Cola	12oz	*	\$ 0.75
14	Bargs Root Beer	Coca Cola	12oz	*	\$ 0.75
15	Minute Maid Pink Lemonade	Coca Cola	12oz	*	\$ 0.75
16	Dasani	Coca Cola	20oz	*	\$ 1.50
17	Pepsi	Pepsi Cola	12oz	*	\$ 0.75
18	Dt. Pepsi	Pepsi Cola	12oz	*	\$ 0.75
19	Sierra mist	Pepsi Cola	12oz	*	\$ 0.75
20	Mt. Dew	Pepsi Cola	12oz	*	\$ 0.75
21	Dr. Pepper	Pepsi Cola	12oz	*	\$ 0.75
22	Lipton Brisk	Pepsi Cola	12oz	*	\$ 0.75
23	Crush Orange	Pepsi Cola	12oz	*	\$ 0.75
24	Aquafina	Pepsi Cola	20oz	*	\$ 1.50
25	Coke,	Coca Cola	20oz	*	\$ 1.75
26	Dt Coke	Coca Cola	20oz	*	\$ 1.75
27	Sprite	Coca Cola	20oz	*	\$ 1.75
28	Fuze	Coca Cola	20oz	*	\$ 1.75
29	Fuze Strawberry	Coca Cola	20oz	*	\$ 1.75
30	Fanta Orange	Coca Cola	20oz	*	\$ 1.75
31	Fanta Grape	Coca Cola	20oz	*	\$ 1.75
32	Ginger Ale	Coca Cola	20oz	*	\$ 1.75
33	Fanta Pineapple	Coca Cola	20oz	*	\$ 1.75
34	Fanta Strawberry	Coca Cola	20oz	*	\$ 1.75
35	Minute Maid Lemonade	Coca Cola	20oz	*	\$ 1.75
36	Minute Maid Pink Lemonade	Coca Cola	20oz	*	\$ 1.75
37	Minute Maid Fruit punch	Coca Cola	20oz	*	\$ 1.75
38	Coke Zero	Coca Cola	20oz	*	\$ 1.75
39	Pepsi	Pepsi Cola	20oz	*	\$ 1.75
40	Dt. Pepsi	Pepsi Cola	20oz	*	\$ 1.75
41	Sierra mist	Pepsi Cola	20oz	*	\$ 1.75
42	Mt. Dew	Pepsi Cola	20oz	*	\$ 1.75
43	Dr. Pepper	Pepsi Cola	20oz	*	\$ 1.75

44	Lipton Brisk	Pepsi Cola	20oz	*		\$	1.75
45	Crush Orange	Pepsi Cola	20oz	*		\$	1.75
46	Zephyrhills	Zephyrhills	16oz	*		\$	1.00
47	PowerAde Orange	PowerAde	20oz	*		\$	1.50
48	PowerAde Mountain Blast	PowerAde	20oz	*		\$	1.50
49	PowerAde Fruit Punch	PowerAde	20oz	*		\$	1.50
50	PowerAde Lemon	PowerAde	20oz	*		\$	1.50
51	Gatorade Orange	Gatorade	20oz	*		\$	1.75
52	Gatorade Lemon	Gatorade	20oz	*		\$	1.75
53	Gatorade Fruit Punch	Gatorade	20oz	*		\$	1.75
54	Gatorade Green Apple	Gatorade	20oz	*		\$	1.75
55	Gatorade Orange	Gatorade	20oz	*		\$	1.75
56	Honest Tea (Organic Tea)	Honest Tea	16.9oz	*		\$	2.00
57	VitaminWater	Glacéau	20 oz.	*		\$	2.00
58	SmartWater	Glacéau	20 oz.	*		\$	2.00
59	Starbucks	PepsiCola	9.5oz	*		\$	3.00
60	Illy Coffee	Coca Cola	11.5oz	*		\$	3.00
61	Ocean Spray OJ	PepsiCola	15.9oz	*		\$	2.00
62	Minute Maid Apple Juice	Coca Cola	15.9oz	*		\$	2.00
63	Minute Maid Orange Juice	Coca Cola	15.9oz	*		\$	2.00
64	Muscle Milk Chocolate	PepsiCola	11oz	*		\$	2.50
65	Premier Protein Shake Chocolate	Premier	11oz	\$	1.25	\$	2.50
66	Premier Protein Shake Strawberry	Premier	11oz	\$	1.25	\$	2.50
67	Premier Protein Shake Vanilla	Premier	11oz	\$	1.25	\$	2.50
68	Red Bull	Red Bull	8 oz.	\$	1.50	\$	2.75
69	Monster	Coca Cola	16 oz.	*		\$	2.75
70	Vita Coco coconut Water	Vita Coco	11.1 oz.	\$	1.16	\$	2.00

CANDY, CHIPS, NUTS, COOKIES, SNACKS

PRODUCT / SNACKS		BRAND	SIZE IN OUNCES		SELLING PRICE
1	Salted Plantains	Tropical	1.0oz	*	\$ 0.75
2	Lemon Plantains	Lulu	1.4oz	*	\$ 0.75
3	Sweet Plantains	Lulu	1.4 oz.	*	\$ 0.75
4	Veggie Straws	Sensible Foods	.8 oz.	*	\$ 1.00
5	Guacamole Chips	Snak King	1.5oz	*	\$ 1.00
6	Salsita Chips	Snak King	1.5oz	*	\$ 1.00
7	Fruit Snacks Tangy	Welch's	2.5oz	*	\$ 1.00
8	Fruit Snacks Mix Fruit	Welch's	2.5 oz.	*	\$ 1.25
9	Famous Amos Chocolate Chips	Kellogg's	2.0oz	*	\$ 1.25
10	Grand Ma's Mini Vanilla	Frito Lay	2.12oz	*	\$ 1.25
11	Knotts Cookies Raspberry	Biscomerica	2.0 oz.	*	\$ 1.25
12	Cinnamon Bun	Cloverhill Bakery	3.5 oz.	*	\$ 1.25
13	Mini Muffin Chocolate Chip	Cloverhill Bakery	2.0oz	*	\$ 1.25
14	M&M Peanut	Mars	1.8oz	*	\$ 1.50

15	M&M Pmilk Chocolate	Mars	1.6oz	*	\$	1.50
16	M&M pretzels	Mars	1.4oz	*	\$	1.50
17	M&M crispy	Mars	1.4oz	*	\$	1.50
18	M&M Minis	Mars	1.8oz	*	\$	1.50
19	Twix	Mars	1.8oz	*	\$	1.50
20	Snickers	Mars	1.8oz	*	\$	1.50
21	Snickers Almond	Mars	1.8oz	*	\$	1.50
22	Snicker Peanut Butter	Mars	1.4oz	*	\$	1.50
23	Snicker Crispers	Mars	1.4oz	*	\$	1.50
24	Milky Way	Mars	1.6oz	*	\$	1.50
25	Baby Ruth	Nestle	1.74 oz.	*	\$	1.50
26	Mentos	Perfetti	1.5oz	*	\$	1.50
27	Sour Patch Watermelon	Mondelez	2.0oz	*	\$	1.50
28	SQWARMS	Promotion in Motion	2.0oz	*	\$	1.50
29	Airheads	Van melle,	2.0 oz.	*	\$	1.50
30	Extra Gum	Wrigleys	15 sticks	*	\$	1.50
31	Tic Tac	Perfetti	1 oz.	*	\$	2.00
32	Cliff Bars	Cliff	2.4 oz.	*	\$	2.00
33	Kind Bar	kind bar	1.4 oz.	*	\$	2.00
34	Cliff Builder	cliff	2.4 oz.	*	\$	2.50
35	Oreo, Lorna Doone	Mondelez	2.0 oz.	*	\$	1.25
36	Fig Bar	nature's bakey	2 oz.	*	\$	1.25

HEALTHY SNACKS / CHIPS / FRUIT BARS / ETC.

	PRODUCT / HEALTHY SNACKS	BRAND	SIZE IN OUNCES	ITEM COST	SELLING PRICE
1	Reduced Fat Doritos Nacho	Frito Lays	1 oz.	*	\$ 0.75
2	RF Doritos Cool Ranch	Frito Lays	1 oz.	*	\$ 0.75
3	RF Doritos Sweet Chillie	Frito Lays	1 oz.	*	\$ 0.75
4	RF Doritos Flama	Frito Lays	1 oz.	*	\$ 0.75
5	RF Cheetos Puff	Frito Lays	.8oz	*	\$ 0.75
6	RF Cheetos Puff Hot	Frito Lays	.8oz	*	\$ 0.75
7	RF Cheetos Fantastix Chillie	Frito Lays	.8oz	*	\$ 0.75
8	RF Cheetos Fantastix Flaming Hot	Frito Lays	.8oz	*	\$ 0.75
9	RF Cheetos Flaming Hot	Frito Lays	.8oz	*	\$ 0.75
10	Baked Ruffles Cheddar and Sour Cream	Frito Lays	1oz	*	\$ 0.75
11	Baked Lays Sour Cream and Onion	Frito Lays	1oz	*	\$ 0.75
12	Baked Lays BBQ	Frito Lays	1oz	*	\$ 0.75
13	Baked Lays Classic	Frito Lays	1oz	*	\$ 0.75
14	Popchips	Popchips	.8 oz.	*	\$ 1.00
15	Pretzels	Snyders of Hannover	1.2 oz.	*	\$ 0.75
16	Kettle Corn Popcorn	Popcorn Indiana	1 oz.	*	\$ 1.00
17	Cocoa Puff Bar	General Mills	1.5oz	*	\$ 1.00
18	All Energy Mix	Kar's Nuts	2.0oz	*	\$ 1.25
19	Original Trail mix	Kar's Nuts	2.0oz	*	\$ 1.25
20	Mango Pinapple Mix	Kar's Nuts	1.5oz	*	\$ 1.25

21	Sweet and Salty Mix	Kar's Nuts	1.5oz	*	\$	1.25
22	Chocolate Chippers	Linden's	1.1oz	*	\$	1.00
23	Butter Crunchers	Linden's	1.1oz	*	\$	1.00
24	Granola Oast and Honey	General Mills	1.5oz	*	\$	1.25
25	Granola Peanut Crunchy	General Mills	1.5oz	*	\$	1.25
26	Kind Bar	Kind Bar	1.4 oz.	*	\$	2.00
27	Cliff Builder	Cliff	2.4 oz.	*	\$	2.50
28	Belvita breakfast Biscut	Mondelez	1.76 oz.	*	\$	1.25
29	Fiber one	General Mills	1.4 oz.	*	\$	1.25
* Undisclosable due to contract clauses with Manufacturers						