

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
BETTOLI TRADING CORP. D.B.A. BETTOLI VENDING
for
VENDING MACHINES OPERATIONS AND SERVICES
RFP NO. 08-09-23-11

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 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 Bettoli Trading Corp. d.b.a. Bettoli Vending., a Florida corporation with offices located at 6095 NW 167th St., Suite D-4, Hialeah, FL 33015 (the "Vendor") to provide Vending Machines Operations and Services pursuant to RFP No. 08-09-23-11.

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. 08-09-23-11, all addenda issued prior to execution of this Agreement, Vendor's response to RFP No.08-09-23-11, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

2) The Work / Services

The Vendor shall perform all work for the City required by the contract documents and RFP No. 08-09-23-11, as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- 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. The Vendor/Contractor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

3) Contract Price

The Agreement shall be performed in current funds with pricing pursuant to Attachment(s) "A, B, C" – Schedule of Proposal Prices. This is a non-revenue Agreement.

4) Contract Term

The initial Agreement period shall be for two (2) years commencing on the date written on the first page of this Agreement.

5) Contract Extension

The City reserves the right to extend the Agreement for four (4) 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.

6) Contract Extension Beyond the Term

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 City's 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.

7) 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.

8) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor

agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

9) 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 Vendor/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 Vendor/Contractor.

10) 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. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

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

Mauricio Bettoli
Bettoli Trading Corp., dba Bettoli Vending
6095 NW 167th St., Suite D4
Miami, FL 33015
Phone: 305-626-0740
Cell: 786-565-6029
Fax: 305-623-0108
Email: Bettoli@Bettolivending.com
Web Address: www.Bettolivending.com

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 Seventeenth 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.

15) Interpretation

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

16) Waiver of Jury Trial

CONTRACTOR AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

17) Foreign Gifts and Contracts

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under [Section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per Section 14.202, Florida Statutes.] for good cause."

18) Prohibited Telecommunications Equipment.

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

19) Environmental/Social Activism under Section 287.05701, Florida Statutes

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

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 its President, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager

Date

Joseph J. Kavanagh, City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

[Vendor's Signature to Follow]

BETTOLI TRADING CORP. DBA BETTOLI VENDING

ATTEST:

Bettoli Trading Corp. d.b.a. Bettoli Vending
Company Name

(Corporate Secretary)

Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Mauricio Bettoli

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____ as _____ for _____.

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"
CITY OF COCONUT CREEK
VENDING SERVICES
SCHEDULE OF PROPOSAL PRICES
RFP NO. 08-09-23-11

PROPOSED PRICING & SELLING PRICE

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

PRODUCT / BEVERAGES		BRAND	SIZE IN OUNCES	SELLING PRICE
1	Dasani	Coca Cola	20oz	\$ 2.00
2	Aquafina	Pepsi Cola	20oz	\$ 2.00
3	Coke,	Coca Cola	20oz	\$ 2.25
4	Dt Coke	Coca Cola	20oz	\$ 2.25
5	Sprite	Coca Cola	20oz	\$ 2.25
6	Fanta Orange	Coca Cola	20oz	\$ 2.25
7	Fanta Grape	Coca Cola	20oz	\$ 2.25
8	Ginger Ale	Coca Cola	20oz	\$ 2.25
9	Fanta Pineapple	Coca Cola	20oz	\$ 2.25
10	Fanta Strawberry	Coca Cola	20oz	\$ 2.25
11	Minute Maid Lemonade	Coca Cola	20oz	\$ 2.25
12	Minute Maid Pink Lemonade	Coca Cola	20oz	\$ 2.25
13	Minute Maid Fruit punch	Coca Cola	20oz	\$ 2.25
14	Coke Zero	Coca Cola	20oz	\$ 2.25
15	Pepsi	Pepsi Cola	20oz	\$ 2.25
16	Dt. Pepsi	Pepsi Cola	20oz	\$ 2.25
17	Sierra mist	Pepsi Cola	20oz	\$ 2.25
18	Mt. Dew	Pepsi Cola	20oz	\$ 2.25
19	Dr. Pepper	Pepsi Cola	20oz	\$ 2.25
20	Lipton Brisk	Pepsi Cola	20oz	\$ 2.25
21	Crush Orange	Pepsi Cola	20oz	\$ 2.25
22	Zephyrhills	Zephyrhills	16oz	\$ 2.00
23	PowerAde Orange	PowerAde	20oz	\$ 2.25
24	PowerAde Mountain Blast	PowerAde	20oz	\$ 2.25
25	PowerAde Fruit Punch	PowerAde	20oz	\$ 2.25
26	PowerAde Lemon	PowerAde	20oz	\$ 2.25
27	Gatorade Orange	Gatorade	20oz	\$ 2.25
28	Gatorade Lemon	Gatorade	20oz	\$ 2.25
29	Gatorade Fruit Punch	Gatorade	20oz	\$ 2.25
30	Gatorade Green Apple	Gatorade	20oz	\$ 2.25
31	Gatorade Orange	Gatorade	20oz	\$ 2.25
32	Gold Peak Tea	Honest Tea	16.9oz	\$ 2.50
33	VitaminWater	Glaceau	20 oz	\$ 2.50
34	SmartWater	Glaceau	20 oz	\$ 2.50
35	Starbucks	PepsiCola	9.5oz	\$ 3.75
36	Ocean Spray OJ	PepsiCola	15.9oz	\$ 2.00
37	Minute Maid Apple Juice	Coca Cola	15.9oz	\$ 2.75
38	Minute Maid Orange Juice	Coca Cola	15.9oz	\$ 2.75
39	Muscle Milk Chocolate	PepsiCola	11oz	\$ 3.00
40	Red Bull	Red Bull	8 oz	\$ 3.00
41	Monster	Coca Cola	16 oz	\$ 3.00
42	Vita Coco coconut Water	Vita Coco	11.1 oz	\$ 3.00

ATTACHMENT "B"
CITY OF COCONUT CREEK
VENDING SERVICES
SCHEDULE OF PROPOSAL PRICES
RFP NO. 08-09-23-11

PROPOSED PRICING & SELLING PRICE

CANDY, CHIPS, NUTS, COOKIES, SNACKS

PRODUCT / SNACKS		BRAND	SIZE IN OUNCES	SELLING PRICE
1	Salted Plantains	Tropical	1.0oz	\$ 1.25
2	Lemon Plantains	Lulu	1.4oz	\$ 1.25
3	Sweet Plantains	Lulu	1.4 oz	\$ 1.25
4	Veggie Straws	Sensible Foods	.8 oz	\$ 1.50
9	Famous Amos Chocolate Chips	Kellogg's	2.0oz	\$ 1.75
10	Grand Ma's Mini Vanilla	Frito Lay	2.12oz	\$ 1.75
11	Knotts Cookies Raspberry	Biscomerica	2.0 oz	\$ 1.75
12	Cinnamon Bun	Cloverhill Bakery	3.5 oz	\$ 1.75
14	M&M Peanut	Mars	1.8oz	\$ 2.00
15	M&M Pmilk Chocolate	Mars	1.6oz	\$ 2.00
16	M&M pretzels	Mars	1.4oz	\$ 2.00
17	M&M crispy	Mars	1.4oz	\$ 2.00
18	M&M Minis	Mars	1.8oz	\$ 2.00
19	Twix	Mars	1.8oz	\$ 2.00
20	Snickers	Mars	1.8oz	\$ 2.00
21	Snickers Almond	Mars	1.8oz	\$ 2.00
22	Snicker Peanut Butter	Mars	1.4oz	\$ 2.00
23	Snicker Crispers	Mars	1.4oz	\$ 2.00
24	Milky Way	Mars	1.6oz	\$ 2.00
25	Baby Ruth	Nestle	1.74 oz	\$ 2.00
26	Mentos	Perfetti	1.5oz	\$ 2.00
27	Sour Patch Watermelon	Mondelez	2.0oz	\$ 2.00
28	SQWARMS	Promotion in Motion	2.0oz	\$ 2.00
29	Airheads	Van melle,	2.0 oz	\$ 2.00
30	Extra Gum	Wrigleys	15 sticks	\$ 2.00
32	Cliff Bars	Cliff	2.4 oz	\$ 2.75
33	Kind Bar	kind bar	1.4 oz	\$ 2.75
35	Oreo, Lorna Doone	Mondelez	2.0 oz	\$ 2.00
36	Fig Bar	nature's bakey	2 oz	\$ 2.00

ATTACHMENT "C"
CITY OF COCONUT CREEK
VENDING SERVICES
SCHEDULE OF PROPOSAL PRICES
RFP NO. 08-09-23-11

PROPOSED PRICING & SELLING PRICE

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	* \$ 1.25
2	RF Doritos Cool Ranch	Frito Lays	1 oz	* \$ 1.25
3	RF Doritos Sweet Chillie	Frito Lays	1 oz	* \$ 1.25
4	RF Doritos Flama	Frito Lays	1 oz	* \$ 1.25
5	RF Cheetos Puff	Frito Lays	.8oz	* \$ 1.25
6	RF Cheetos Puff Hot	Frito Lays	.8oz	* \$ 1.25
7	RF Cheetos Fantastix Chillie	Frito Lays	.8oz	* \$ 1.25
8	RF Cheetos Fantastix Flaming Hot	Frito Lays	.8oz	* \$ 1.25
9	RF Cheetos Flaming Hot	Frito Lays	.8oz	* \$ 1.25
10	Baked Ruffles Cheddar and Sour Cream	Frito Lays	1oz	* \$ 1.25
11	Baked Lays Sour Cream and Onion	Frito Lays	1oz	* \$ 1.25
12	Baked Lays BBQ	Frito Lays	1oz	* \$ 1.25
13	Baked Lays Classic	Frito Lays	1oz	* \$ 1.25
14	Popchips	Popchips	.8 oz	* \$ 1.50
15	Pretzels	Snyders of Hannover	1.2 oz	* \$ 1.25
17	Cocoa Puff Bar	General Mills	1.5oz	* \$ 1.75
18	All Energy Mix	Kar's Nuts	2.0oz	* \$ 1.75
19	Original Trail mix	Kar's Nuts	2.0oz	* \$ 1.75
20	Mango Pinapple Mix	Kar's Nuts	1.5oz	* \$ 1.75
21	Sweet and Salty Mix	Kar's Nuts	1.5oz	* \$ 1.75
24	Granola Oast and Honey	General Mills	1.5oz	* \$ 1.75
25	Granola Peanut Crunchy	General Mills	1.5oz	* \$ 1.75
26	Kind Bar	Kind Bar	1.4 oz	* \$ 2.50
28	Belvita breakfast Biscut Blueberry	Mondelez	1.76 oz	* \$ 1.75
29	Belvita breakfast Biscut Brown Sugar	Mondelez	1.76 oz	* \$ 1.75