

EXHIBIT A

Orig. 10

RESOLUTION NO. 2017- 216

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE VENDING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND RIGHT CHOICE VENDING/COFFEE, LLC; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amendment to the Vending Agreement between the City of Pompano Beach and Right Choice Vending/Coffee, LLC, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Right Choice Vending/Coffee, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11th day of April, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

Orig. 10

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the 17th day of April 2017, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

RIGHT CHOICE VENDING/COFFEE, LLC., a Florida Limited Liability Company, having its office and place of business at 1440 SW 31st Avenue, Pompano Beach, Florida 33069 hereinafter referred to as "RCV."

WHEREAS, the CITY and P-Americas, LLC., hereinafter referred to as "P-Americas," entered into an Agreement dated April 14, 2014, which was authorized by City of Pompano Beach Resolution No. 2014-190, (the "Vending Agreement") wherein P-Americas was to supply vending services to the CITY; and

WHEREAS, the parties entered into a Consent to Assignment and First Extension of vending agreement with Right Choice Vending/Coffee, LLC on March 25th, 2016, approved by City Resolution No. 2016-148; and

WHEREAS, the CITY and RCV have agreed to extend the Original Agreement for one (1) additional one-year period.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and RCV agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement between CITY and RCV, dated April 14, 2014, a copy of which is attached hereto and made a part hereof as Exhibit "A," subsequently amended on March 25th 2016, shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending April 13, 2018.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Moraw

By:

LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceleta Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

Mark E. Berman

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of April, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

[Signature]

NOTARY'S SEAL:



Witnesses:

[Signature]
[Signature]

^{New York}
STATE OF ~~FLORIDA~~
^{WESTCHESTER}
COUNTY OF ~~BROWARD~~

NOTARY PUBLIC, STATE OF FLORIDA

Krystal
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RCV":

RIGHT CHOICE VENDING/COFFEE, LLC.

By: [Signature]
Michael Cascione, Authorized Member

The foregoing instrument was acknowledged before me this 30th day of MARCH, 2017 by Michael Cascione as an authorized member of RIGHT CHOICE VENDING/COFFEE, a Florida LLC., on behalf of the corporation. He/She is personally known to me or who has produced Drivers license - NY State.
(type of identification) as identification.

NOTARY'S SEAL:

STEVEN WINSTON
Notary Public, State of New York
No. 1973309
Qualified in Orange County
Commission Expires October 15, 19 2018

NOTARY PUBLIC, STATE OF FLORIDA

Steven Winston
(Name of Acknowledger Typed, Printed or Stamped)

#4973309.
Commission Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2017

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
Scirocco Group
777 Terrace Avenue
Hasbrouck Heights NJ 07604

CONTACT
NAME:
PHONE
(A/C, No, Ext): 201-727-0070 **FAX**
(A/C, No): 201-727-0080
E-MAIL
ADDRESS: mlux@sciroccogroup.com

INSURED
Right Choice Vending/Coffee
1440 SW 31st Ave
Pompano Beach FL 33069

RIGHT-5

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Co Ltd	11000
INSURER B: Allmerica Financial Benefit	41840
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1614629247

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			13SBMTQ2849	3/30/2017	3/30/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPI/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWYA560607-02	2/19/2017	2/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as additional insured under General Liability coverage for work or services provided by the Named Insured as required by a written contract or agreement.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach FL 33069

APPROVED
RISK MANAGEMENT
ON: 02/27/17
BY: JTM

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

JTM

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Exhibit A

Orig. 10

RESOLUTION NO. 2016- 148

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSENT TO ASSIGNMENT AND FIRST EXTENSION OF VENDING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND RIGHT CHOICE VENDING/COFFEE, LLC; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Consent to Assignment and First Extension of Vending Agreement between the City of Pompano Beach and Right Choice Vending/Coffee, LLC, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Right Choice Vending/Coffee, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of March, 2016.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

07.10

**CONSENT TO ASSIGNMENT AND
FIRST EXTENSION OF VENDING AGREEMENT**

This Consent to Assignment ("CTA") is by and between the **CITY OF POMPAÑO BEACH**, a municipal corporation of the State of Florida, (hereinafter referred to as "CITY") and **RIGHT CHOICE VENDING/COFFEE, LLC**, a Florida Limited Liability Company, 1440 SW 31st Avenue, Pompano Beach, Florida 33069, (hereinafter referred to as "RCV") either of which are sometimes referred to herein individually as "Party" and collectively as the "Parties."

WHEREAS, the CITY and P-Americas, LLC, hereinafter referred to as "P-Americas," entered into an Agreement dated April 14, 2014, which was authorized by City of Pompano Beach Resolution No. 2014-190, passed and adopted on April 8, 2014, (the "Vending Agreement") wherein P-Americas was to supply vending services to the CITY; and

WHEREAS, RCV acquired from P-Americas the assets, vending site locations and contract rights, inclusive of the assignment of the Vending Agreement of P-Americas pursuant to an Asset Purchase Agreement dated May 29, 2015, (the APA"); and

WHEREAS, RCV is requesting that the CITY consent to the assignment and transfer to RCV of the rights provided for in the Vending Agreement; and

WHEREAS, CITY desires to retain RCV and RCV desires to provide services under the Vending Agreement for an additional one year term; and

WHEREAS, Section 2 of the Vending Agreement authorizes renewal for three (3) successive one (1) year terms upon mutual consent of the parties.

NOW, THEREFORE, in consideration of the covenants and mutual promises herein, it is mutually agreed as follows:

1. The CITY hereby consents to the assignment by P-Americas to RCV of the entirety of the rights, title and interest P-Americas may have in and to the Vending Agreement hereinabove described, Exhibit "A" attached hereto and incorporated herein by this reference, as of the date of last signature hereunder (the "Effective Date").

2. RCV hereby agrees that it shall be liable to the CITY for each and every duty and obligation in the original Vending Agreement. RCV hereby agrees to assume each and every such duty and obligation. The date of the original Vending Agreement and any renewal dates or terms shall be the same and remain applicable for purposes of this CTA.

3. RCV hereby agrees that it will not assign any of the rights, title or interest in, or the duties and obligations under the Vending Agreement without the prior written consent of the CITY, unless otherwise specifically provided under the Vending Agreement. RCV further agrees that, in the event of any future assignment approved by CITY, RCV shall remain jointly and severally liable to CITY for each and every assigned duty and obligation under said Vending Agreement.

4. That the Vending Agreement between CITY and RCV is hereby extended, as amended herein, said term expiring April 13, 2017.

5. Other than as specifically provided herein, this CTA is neither a modification of nor an amendment to the original Vending Agreement.

6. The Parties hereto agree that this CTA shall be construed and interpreted in accordance with the laws of the State of Florida.

7. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party claimed to have so waived or excused.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Sandra M Morway

By:

Lamar Fisher, MAYOR

Christine Kendel

By:

Dennis W. Beach, CITY MANAGER

Attest:

Asceleta Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

Mark E. Berman

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of March, 2016, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



KRISTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Kristal Aaron
NOTARY PUBLIC, STATE OF FLORIDA

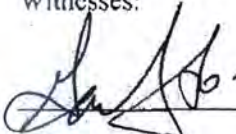
Kristal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RCV":

RIGHT CHOICE VENDING/COFFEE, LLC
a Florida Limited Liability Company

Witnesses:

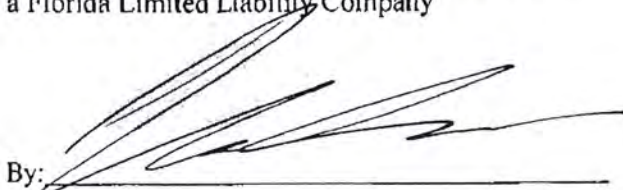


Gina Baggett
Print Name



Steven Winston
Print Name

By:



MICHAEL CASEONE
Typed or Printed Name

Title:

Secretary

(SEAL)

New York
STATE OF ~~FLORIDA~~ ^{WESTCHESTER}
COUNTY OF ~~BROWARD~~

The foregoing instrument was acknowledged before me this 14th day of March, 2016, by Michael Cascone as Secretary of RIGHT CHOICE VENDING/COFFEE, LLC, a Florida Limited Liability Company, on behalf of the company. He/she is personally known to me or who has produced NY Drivers License (type of identification) as identification.

NOTARY SEAL
Notary Public, State of New York
No. 4973309
Qualified in Orange County
Commission Expires October 15, ~~2018~~


NOTARY PUBLIC, STATE OF ~~FLORIDA~~ ^{New York}

Steven Winston
(Name of Acknowledger Typed, Printed or Stamped)

#4973309
Commission Number

CLS:jrm
2/16/16
L:agr/recr/2016-503

Exhibit A
Vending Agreement

RESOLUTION NO. 2014-190

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF POMPANO BEACH, FLORIDA, APPROVING
AND AUTHORIZING THE PROPER CITY OFFICIALS TO
EXECUTE A ~~VENDING AGREEMENT~~ BETWEEN THE
CITY OF POMPANO BEACH AND P-AMERICAS, LLC;
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
POMPANO BEACH, FLORIDA:

SECTION 1. That a Vending Agreement between the City of Pompano Beach and
P-Americas, LLC, a copy of which Agreement is attached hereto and incorporated by reference
as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said
Agreement between the City of Pompano Beach and P-Americas, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of April, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

VENDING AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of April, 2014, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida
(hereinafter referred to as "CITY")

and

P-AMERICAS, LLC, a Delaware Limited Liability Company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Pompano Beach has solicited requests for proposals for the privilege of vending services for the public at City facilities; and

WHEREAS, the bid submitted by P-Americas, LLC was deemed to be the best responsible bid; and

WHEREAS, CITY has determined that such an agreement would be in the best interest of the public.

NOW, THEREFORE, in consideration of the covenants and mutual promises herein, it is mutually agreed as follows:

1. The City of Pompano Beach, Florida does hereby give and grant to CONTRACTOR an exclusive right and privilege to operate vending services, to furnish, install, stock, replenish and maintain beverage and snack vending machines at no cost to the City to be placed at approved locations for the use by guests, visitors, citizens and employees. CONTRACTOR will furnish, install and maintain vending at all recognized Parks and Recreation locations or at any other location, that the CITY may permit that has been agreed upon in Request for Proposal T-12-13 attached as Exhibit A.

2. The term of this agreement shall be two (2) years, commencing upon execution of the contract. CITY and CONTRACTOR shall have option, upon mutual written consent, to renew this contract for three (3) additional one (1) year periods.

3. Termination. In the event either party breaches a material provision hereof (such breach referred to as a "Default"), the non-breaching party shall give the other party written notice of such Default. In the event the Default is remedied within thirty (30) days from the date notice is received, the notice shall be null and void. If such Default is not remedied within the specific 30 day period the non-breaching party may terminate this Agreement upon the expiration of such remedy period upon an additional thirty (30) days prior written notice. In addition, the rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party in law or in equity.

4. Contractor shall provide adequate year-round service to take care of the needs and demands of the public, and shall provide a variety of equipment according to the needs of each location.

5. The Recreation Programs Administrator or such other person designated by the City Manager shall be responsible for the enforcement of this agreement. In the event either party claims the other is guilty of default or a breach of this agreement, a conference may first be called between the parties and every reasonable effort shall be made to reach an amicable solution. Both parties shall be entitled to have representatives present to attempt to resolve any such dispute.

However, at any time if there is any breach or default in either party's performance of any covenant or obligation under this agreement, either party shall be given fifteen (15) days to cure any alleged default or breach after receipt of written notice to the other. If said breach or default has not been remedied within such time period after written notice of same and is continuing, either party may terminate this agreement immediately in writing. Thereafter, CITY may request vending machines be removed from CITY property.

No fees paid under the agreement shall be refunded to CONTRACTOR but same shall be forfeited to CITY for termination resulting from the provisions of this section.

Broward County, Florida, shall be the venue for any litigation commenced by either party for any dispute under this agreement.

6. As compensation for the rights and privileges granted herein, CONTRACTOR shall pay to CITY commissions at the commission rates listed in Vending Option A-1 of Pepsi's Proposal attached hereto as Exhibit C.

A. Vending commission payments shall be remitted by CONTRACTOR to the CITY within 30 days of the end of each four-week accounting period established by CONTRACTOR. CONTRACTOR shall make all pertinent revenue and sales records respecting the Vending Machines available to CITY. CITY agrees that it is responsible for reviewing such records and that any claim or dispute relating to the vending commission payments must be brought by CITY in writing within one year of the date such vending commission payment is due. CITY further acknowledges and agrees that it shall not receive any vending commission payments from CONTRACTOR if vending commission payments fail to reach a certain threshold amount per period. The current threshold amount is fifty dollars (\$50.00). Any change in the threshold amount will be communicated to CITY pursuant to CONTRACTOR'S policies and procedures related to its vending business, as may be revised by CONTRACTOR from time to time.

B. The minimum vending price necessary for CITY to qualify for any vending commission payments is set forth on Exhibit C. CONTRACTOR will maintain the vending price for the first two (2) years of the term; thereafter, CONTRACTOR shall have the absolute right, at its sole discretion, to change such vending prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably competitive with applicable vending process for similar accounts operating in the relative geography.

C. If applicable, all Vending Commission Payments shall be paid by CONTRACTOR to CITY after the service has been provided. All invoices shall be submitted to the CITY for

approval and payment will be made in accordance with the terms of Pepsi's standard credit agreement. Invoices shall be submitted to the City Treasury Division, 100 West Atlantic Boulevard or mailed to the Treasury Division, PO Drawer 1300, Pompano Beach, FL 33060. The vending commission payments will be due within 30 days of the end of each four week accounting period established by Pepsi. CONTRACTOR shall be responsible for collecting and remitting all sales tax to the State of Florida.

7. Whenever either party to this agreement desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, address to the party for whom it intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following respective places for giving of notice, to-wit:

FOR CONTRACTOR: **PepsiCo Food Service**
Attention: Full Line Vending Manager
2121 NW 15 Avenue
Pompano Beach, FL 33069

FOR CITY: **City of Pompano Beach**
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

8. CONTRACTOR shall pay any and all taxes or special assessments that may be levied or assessed as a result of this agreement. The cost of any and all necessary licenses and permits shall be paid or assessed on CONTRACTOR as a result of this agreement.

9. CONTRACTOR agrees that every officer, employee or agent connected with the purposes for which this agreement encompasses shall abide by, conform to comply with all laws of the United States and the State of Florida and all the ordinances of CITY as those laws and ordinances now read or may hereafter be changed or amended in the future and will not do or suffer to be done anything in violation of any pursuant to the agreement in violation of any said laws or ordinances and, if the attention of said Contractor is called to such violation, CONTRACTOR will immediately desist from and correct such violation.

10. Disputes

A. Any factual disputes between CITY and CONTRACTOR in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. All terms and conditions of Request for Proposal T-12-13, "Vending Services – Revenue Sharing" and price list and vending commission list included in CONTRACTOR's response are applicable and incorporated in this agreement unless indicated otherwise herein. This written instrument constitutes the entire agreement by the parties hereto, and this agreement

may be modified only in writing.

A. In the event of any conflict or inconsistency between the terms of this Vending Agreement and Request for Proposal T-12-13, attached hereto as Exhibit A, the terms of this Vending Agreement shall control.

12. CONTRACTOR shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the CONTRACTOR. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

13. CONTRACTOR shall carry, at its own cost and expense, with a company satisfactory to City and authorized to do business in the State of Florida, insurance coverage as specified on Exhibit B, which is attached hereto and incorporated herein as set forth in full and shall furnish CITY with certificates of said insurance coverage prior to the effective date of this agreement.

14. The CONTRACTOR shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the CONTRACTOR's performance of this Agreement, except for injuries and damages caused by the negligence or misconduct of the City.

15. CONTRACTOR shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by CONTRACTOR not less than fifteen (15) days prior to the date of any proposed assignment.

16. The CONTRACTOR shall permit the authorized representatives of the CITY to inspect and audit all data and records of the CONTRACTOR, if any, relating to performance under the contract for a period of three years after end of each contract year with regard to such contract year.

The CONTRACTOR further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that CITY or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

All financial records of the CONTRACTOR related to the vending operation in this agreement shall be made available for check and audit by the City of Pompano Beach Internal Auditor, on one occasion during the initial two (2) year period of this agreement, and once during any additional period should this agreement be extended under its terms. Any such audit shall be at a reasonable time and with reasonable notice. These records, relating to the vending operations under this agreement only, shall include, but not limited to, Florida state sales tax returns, receipts and deposit receipts, bank statements, cancelled checks and any other financial records requested by the Internal Auditor of the City which pertain to this agreement. CONTRACTOR shall retain any and all records relating to the vending operation pursuant to this agreement for a period of five (5) years from the date of final payment under this agreement, or

as otherwise required by applicable laws including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

17. Public Records

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provided he public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Florida Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Beach of this Agreement and the city shall enforce Default in accordance with the provisions set for in this Agreement as provided by law.

18. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements. This agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

19. The CONTRACTOR shall be deemed an Independent Contractor for all purposes, and the employees of the CONTRACTOR or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of CITY. As such, the employees of the CONTRACTOR, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such CONTRACTOR, subcontractor employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

20. The CONTRACTOR recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the CONTRACTOR shall be responsible to maintain a cooperative and good

faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The CONTRACTOR shall not make any statements or take any actions detrimental to this effort.

21. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The CITY hereby promises and agrees with the CONTRACTOR to employ and does employ the CONTRACTOR to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The CONTRACTOR for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the CONTRACTOR.

It is further provided that no liability shall be attached to the CITY by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Monera

By: [Signature]
LAMAR FISHER, MAYOR

Shelby R. Bartholomew

By: [Signature]
DENNIS W. BEACH
CITY MANAGER

Attest:

[Signature]

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of April, 2014 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

P-Americas, LLC

(Print name of company)

Witnesses:

[Signature]

[Signature]

By: [Signature]

Print Name: W M. MARBRY

Title: FS SALES MANAGER

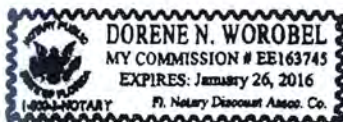
Business License No. 14-00006119

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 day of March, 2014, by William Michael Marbry as F.S. Sales Manager of P-Americas, LLC, A Delaware Limited Liability Company on behalf of the company. (He) she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Dorene N. Worobel
NOTARY PUBLIC, STATE OF FLORIDA

Dorene N. Worobel
(Name of Acknowledger Typed, Printed or Stamped)

EE 163745
Commission Number

EXHIBIT A



Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-12-13

VENDING SERVICES-REVENUE SHARING

RFP OPENING: January 24, 2013, 2:00 P.M.

PURCHASING OFFICE

1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

November 30, 2012

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
T-12-13
Vending Services-Revenue Sharing

The City is seeking proposals from qualified firms to provide quality-vending services to the City of Pompano Beach's patrons.

The City will receive sealed proposals until 2:00 p.m. (local), January 24, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

The City of Pompano Beach seeks to obtain services from qualified firms, hereinafter referred to as Vendors, to establish a contract to furnish, install, stock, replenish and maintain beverage machines, snack machines or both at various City locations. The selected vending company shall provide a monthly commission to the City of Pompano Beach.

1. Scope of Services

The services required are designed for a vendor to furnish, install, stock, replenish and maintain beverage and snack vending machines at no cost to the City to be placed at approved locations for use by guests, visitors, citizens and employees. Proposer will furnish, install and maintain vending at all recognized Parks & Recreation locations or at any other location, that the City may permit that has been agreed upon by the General Services Director, or his or her designee.

The City estimates approximately twenty (20) beverage vending machines and eleven (11) snack vending machine locations (See Attachment A). The City and the Proposer recognize that not all the requirements of the contract contemplated herein can be determined with precision at the time of the contract. It is understood that matters such as locations and exact number of machines will be determined, or adjusted from time to time as the needs of the City of Pompano dictate. It is the intent and purpose to conduct the service in a way that provides the most efficient operation to the City of Pompano.

2. Tasks/Deliverables

Eligibility

Proposals will be considered only from firms that have been engaged in providing vending machine concession services similar to the services specified herein and who are presently engaged in providing these services. Proposers will be required to demonstrate proof of experience in the management and administration of an organization of the magnitude required for the performance of this contract.

The City of Pompano will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The City reserves the right to reject proposals when evidence submitted, on investigation and evaluation, is determined by the City to indicate inability of the bidder to perform.

The City of Pompano reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the contract documents, including the financial ability, organizational ability, experience record and equipment.

Mandatory Site Visit

It shall be the full responsibility of the proposer to visit and inspect the locations prior to the submission of a proposal. Submission of the proposal will be considered confirmation that the proposer has familiarized themselves with the nature and extent of the work, any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials and labor required. Failure to inspect the facility locations may cause your proposal response to be considered non-responsive.

An appointment to schedule a site visit shall be coordinated by Parks and Recreation Manager, Missy Kitts at (954) 786-4571.

Cancellation

The City of Pompano reserves the right to terminate this agreement with or without cause effective thirty (30) days from date of written notice. In the event that the successful bidder violates any of the provisions of the agreement, the City of Pompano may serve written notice upon such bidder of its intention to immediately terminate the agreement. Such notice will state the reason(s) for termination of the agreement.

Compliance

State Health Department regulations must be strictly complied with and failure to maintain an above average rating may be reason for terminating any agreement.

Equipment, Products and Services

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

All machines shall have an internal tamper proof metering system to show actual quantity dispensed and contain dollar bill validators. The starting counter number will be recorded upon installation of the machines and reported to the Contract Manager and the Finance/Treasury departments with the initial inventory of vending machines.

"Beverages" shall mean all carbonated and noncarbonated nonalcoholic beverages, including but not limited to carbonated soft drinks, packaged energy and fluid replacement drinks, and tea drinks.

Beverages to be furnished shall be in no less than five (5) flavors. Both regular and diet type carbonated soft drinks, including all natural, non-carbonated fruit juices and water shall be included in selection. Drinks are to be furnished in twelve (12) ounce, litter free, pop-top, recyclable aluminum cans or twenty (20) ounce plastic recyclable bottles. Soft drinks will be name brands for example as manufactured by Pepsi-Cola, Coca-Cola, Royal Crown Cola, Canada Dry, Welch's, Ocean Spray, Minute Maid, and Tropicana. Vendor(s) shall provide with the bid a list of the brands, types and flavors that will be furnished.

All twelve (12) ounce cans shall be at a cost of seventy-five cents (75¢) each and all twenty (20) ounce bottles shall be at a cost of one dollar (\$1.00).

Snacks to be furnished shall include chips, baked chips, cookies, candy, pastries, crackers, nuts, granola bars, healthy choices etc. Snacks will be name brands as manufactured by Frito Lay, Lance, Nestle, Mars, and Hershey. Vendor(s) shall provide with the bid a list of the brands, types and flavors that will be furnished. All snacks shall be at a cost ranging between fifty-five cents (55¢) and seventy-five cents (75¢) each.

The City shall reserve the right to add or reject specific products, or require upgrading of product quality in connection with the services provided at the City's discretion.

Any product offered must be fresh and unexpired (sold by date) when delivered and stock must be rotated on a regular basis to maintain a fresh supply and avoid outdated products. Consideration should be given to those products offering adequate packaging as to prevent aging, hardening or other similar deterioration of merchandise quality.

The snack machines should be large capacity machines with up to 45 selections and 800 total products. Vendor(s) shall specify size of equipment bid. Final determination of selected unit(s) shall be made by the City.

It is the intent of the City to have neat, clean and attractive machines in proper working order. The City shall reserve the right to determine what shall be acceptable in terms of the aesthetic value (neat, clean, attractive, and serviceable) of the vending machines to be installed in City facilities. Specific machines shall be upgraded to provide a greater selection or quantity at the same price and terms set forth during the term of the Agreement whenever the City determines a greater customer selection is appropriate.

Delivery, Installation and Operation

The machines shall be delivered, installed and placed in operation at all locations awarded after notification of award according to City provided location list and installation schedule. All delivery, installation and removal charges shall be borne by the successful Vendor.

Vending equipment shall be installed to present an attractive, movable, flush front, matched uniform configuration. Equipment shall be secured to provide for safe, secure operation, and to prevent tipping or shifting, including cages for outside locations.

The successful Vendor shall provide new, or like new nationally recognized name brand equipment, i.e. Dixie/Narco, Crane, National, Rowe, AP Products or City approved equivalent. Bidders shall furnish the manufacturer and model of the equipment bid, including specifications or capacity, and variety of product to be dispensed. Technical data, including pictures are to be included as part of your bid.

The successful Vendor is responsible for maintenance, upkeep and repair of all machines. Maintenance includes periodic preventative and routine checks and same day service for repairs and any malfunctions. If equipment repairs cannot be made on site, and downtime is determined (by the City) to be excessive, the Vendor may be requested to replace the equipment with a loner unit until repair

can be completed or a permanent replacement is provided by the Vendor. The continuous, uninterrupted, satisfactory operation of these machines is a vital factor. Successful Vendor's performance in maintaining this operation will be closely monitored. Lost, stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the City.

The Vendor shall maintain a record of all equipment breakdowns by machine number, location, time, date of breakdown either discovered or reported nature of breakdown, and time and date each machine is repaired. This record shall be made available to the City upon request. The Vendor agrees to provide and maintain an adequate supply of merchandise for dispensing in the equipment provided. The Vendor shall be responsible to provide an adequate routing schedule to insure that merchandise is continuously available once or twice a week, or as volume dictates and equipment is properly functioning.

During the life of any resulting contract, additional machines may be required at the same or additional City-owned locations, and one or more machines may no longer be required at any designated location. In such event, written notification by the City shall be given in accordance with provisions stated herein.

The successful Vendor shall deliver all products as required within twenty-four (24) hours after notification.

Resale Pricing

The Vendor agrees that prices charged for vended merchandise will be as stated in this Request for Proposal. Any bid submitted with selling prices higher than these rates will be cause for considering a bid non-responsive.

Prices are to remain firm for the initial two (2) years of the contract. Prices offered and accepted by the City may be subject to adjustment for extension terms only. Such adjustments shall be by mutual agreement between the City and the Vendor(s).

There shall be no liability on the part of the City to the successful Vendor in the event the Parks and Recreation Department shall authorize a special event that may require the closing of the area to the public during such event for a reasonable period.

The City shall have final discretion to determine which events to be held shall be classified as major special events. The City further reserves the right to permit non-profit organizations holding events, or otherwise conducting authorized activities at the designated City-owned location, to sell food, beverages, novelties, etc. of their choice as an incident to and in the course of such event or activity. The granting of such permission shall not constitute a violation of any resulting agreement or give rise to claims for damages against the City.

The successful Vendor assumes all risks of operation of this contract and agrees to comply with all Federal, State and local laws and regulations and orders of the City of Pompano.

Assignment and/or Sub-Contracting

Any resulting agreement may not be assigned without the express permission of the City Commission. A listing of all sub-contractors, if any, and the portion of the contract they will perform must be submitted with the proposal. If sub-contractors are stated, this does not relieve the Vendor from the prime responsibility for full and complete satisfactory and acceptable performance under any awarded contract.

Evaluation of Services and Reassessment of Needs

The Supervisor of the Department where the vending machine is located or his or her designee will maintain a continuing inspection and re-evaluation process to determine that the successful Vendor is complying with all provisions of this document.

Reassessment of required resources and needs will be made on a continuing basis. As needs develop or where service is no longer necessary or proves to be a loss operation to the successful Vendor, required modifications, where approved in writing by the Supervisor of the Department where the vending machine is located or his designee, can be made to this document. Any appeal to discontinue service in any herein designated location shall be directed to the General Services Director at least thirty (30) days prior to the planned elimination of such service, which can be discontinued with advance written approval by the General Services Director.

Delivery/Product Supply

The successful Vendor shall be fully responsible for supplying and maintaining adequate stock levels in all machines. NOTE: with special attention for summer months, football season, baseball season, and special events.

Exclusions

The Agreement is intended to cover carbonated soda, juice, fruit drinks, water, sports drinks and snacks. No other products of any types will be permitted without the written consent of the General Services Director.

No tobacco or alcohol products shall be sold, offered, or given away by the Contractor on City property. The City of Pompano reserves the right to include

and exclude additional items. The General Services Director shall provide additional inclusions and exclusions in writing.

Manner of Performance

The Vendor shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Vendor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the various users of the City.

Release of Liability

The Vendor will release and discharge the City of Pompano from any and all liability for loss of merchandise, goods, equipment or other property of the successful Vendor or his agents if lost, damaged or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, vandalism or other causes.

Requirements:

The Vendor must have the capability of providing adequate service provisions for units to be located as designated. Neither the successful Vendor nor the operation of any resulting contract must interfere with any program sponsored by the City of Pompano.

Personnel

The Vendor shall be responsible for hiring personnel to adequately operate any resulting agreement. This hiring shall conform to all requirements of the Federal, State and local laws relating to minimum wages, Social Security, Civil Right Act of 1964, unemployment compensation, worker's compensation and Health Department. Employees shall observe all applicable rules and regulations.

Background Checks

All persons and firms are subject to a local, state, federal and financial background check using appropriate law enforcement procedures. Vendor must notify the City of all change in personnel within forty-eight (48) hours. All persons must be approved prior to their assignment to any City facility.

Accounting Records

The Vendor must keep accurate accounting and records of all vending operations covered in this document and are to establish and maintain a system of bookkeeping and accounting, including inventory controls, satisfactory to the Supervisor of the Department where the vending machine is located or his or her

designee and City Code. The successful Vendor must agree to submit a certified monthly accounting report of gross receipts clearly indicating the revenue derived from each machine including machine location and specific product usage, in a manner acceptable to and approved by the City's Director of Financial Services or his or her designee, and shall provide an annual profit and loss statement covering all operations covered by this agreement. If vending machines are so equipped, a copy of the inventory sold receipt printout for each machine must be included with the certified monthly accounting report. Audits will be made as often as deemed necessary by the City. Vendor shall make available at reasonable time for City's examination all financial and statistical records; state sales tax returns, and any other documents attendant to vendors provision of goods and services under this Agreement. The successful Vendor will be required to establish and use a separate depository account for all sales generated under the agreement resulting from this solicitation. The failure of Vendor to produce any of the records described herein following a request by City agents shall be deemed a material breach and the City may terminate the agreement. The vendor shall provide the following accounting report to the Department Supervisor and Treasury Manager or their designees. **(Vendor shall submit examples of report formats to be used with their RFP).**

<u>REPORT</u>	<u>INFORMATION REQUESTED</u>	<u>TIME FRAME</u>
Accounting Report	Machine number and description (soda, snack, etc.) Machine location Starting and ending machine counter numbers Total units sold monthly Gross sales Amount due to the City	Monthly

Payment

Payment and statement for previous month's gross receipts shall be received by the City by the fifteenth (15th) of the following month. In the event that the Vendor fails to make this payment within five (5) days of the due date, there shall be an additional charge of \$50.00 payable to the City for such late payment. If the payment and accumulated penalties are not received within thirty (30) days after the normal monthly payment due date, the City may take the necessary steps to cancel the contract.

The Vendor shall be responsible for collecting and remitting all sales tax to the State of Florida. Vendors are advised that payments made to the City of Pompano for the right to operate any vending are considered taxable as rental payments. Therefore, the rental payments due the City on the fifteenth (15th) of the month will include applicable sales tax.

Tracking Report/Usage

Vendor shall provide the following tracking/usage reports to the Department Supervisor and Treasury Manager or their designees. **(Vendor shall submit examples of report formats to be used with their RFP).**

<u>REPORT</u>	<u>INFORMATION NEEDED</u>	<u>TIME FRAME</u>
Usage Report	Machine number and location Product and product description Total monthly usage Usage year-to-date by department/division Grand total for the City of Pompano	Monthly

Reference To Other Data

Only information that is received in response to the RFP will be evaluated. References to any information submitted previously will not suffice.

Qualification of Respondents

- A. Respondents must include a description of current and previous contracts providing the same or similar services called for in this Request for Proposal. List governmental agencies and/or private sector. Provide company name and Government entities, addresses, contact person, phone number, and dollar value of the contract.
- B. List of vehicles available to provide service to the City, include make, model and age of the vehicles. Vendor must outline procedure if sufficient inventory of vehicles is not available to provide expedient service to the City.
- C. Financial stability to provide equitable service as outlined above.
- D. Vendor shall keep current all licenses and permits, whether municipal, county, state or federal required for the performance of its obligations and functions hereunder and shall pay promptly when due all such fees.

Inspection of Proposers' Facilities

The City of Pompano reserves the right to inspect the Proposer's facilities and vehicles prior to award.

Refunds

The bidder is to include his or her procedure for handling refunds and the turn-around time for addressing product complaints/replacement as part of his bid

response. The final procedure for refunds shall be subject to agreement and approval by the City.

Other Vendor Responsibilities

Provide and install equipment. Provide all necessary labor and supervision to: Rotate and replenish products and supplies, service and maintain all equipment in continuous operating condition, clean, sanitize and replace components, including water filters, if applicable, for all equipment. Maintain a neat, orderly and clean environment for both food service and general appearance, repair or replace defective equipment to insure minimum downtime.

Vendor personnel shall be adequately trained, present a professional appearance, and be readily identified by uniform or identification badge as an employee of the Vendor while on City property.

The City will grant the contractor the right of access by allowing ingress to and egress during normal working hours (8:00 am to 5:00 pm) from the premises by the employees, contractors, suppliers, and servicemen provided, that such rights by allowing access and ingress and egress are at all times exercised in conformance with any and all regulations allowed by the City. At no time may any service truck or vehicle block the entrance or exit of any location. Violators may be towed away at owner's expense and responsibility. Vendor shall be solely responsible for all losses due to theft, vandalism, acts of God, or Force Majeure.

Vendor will work with the City to determine a need for area signage, and if required, provide such signage without any cost to the City. Vendor shall present any plans for merchandising or marketing promotions to the City and secure prior approval before implementation of any such activities. The Vendor without prior approval by the City shall initiate no signs, advertising or promotions. Vendor shall be responsible for removal of all empty cartons, defective and spoiled products from the vending area to a waste disposal area designated by the City. Vendor shall be responsible for vermin and pest control in, under, behind and immediately surrounding their vending equipment.

No structural alterations or additions of any type shall be made on or to any of the City's premises by Vendor without first obtaining the written consent by the City. All alterations and additions to the facilities shall remain on the premises and become the property of the City upon termination of this Agreement.

Revenue Proposal

Vendor is to provide a percentage against gross sales, payable to the City on a monthly basis for the following:

Beverage Machines

Percentage of gross sales payable to the City: _____%

Snack Machines

Percentage of gross sales payable to the City: _____%

3. Term of Contract

Contract term shall be two (2) years, renewable for three (3) additional one (1) year periods. The minimum percentage of gross sales shall be as proposed herein, for the initial term of the contract. The City reserves the right to increase the percentage of gross sales payable to the City if gross sales increase during the initial term of the contract.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website

www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt

<http://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf>

Division:

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury (each accident)
XX	owned	property damage
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

 comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX	umbrella form	bodily injury, property damage, and equipment		
XX	other than umbrella	combined	\$1,000,000.	\$1,000,000.

 PROFESSIONAL LIABILITY \$1,000,000. \$1,000,000.

* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	<u>Experience and Expertise</u> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-15
2.	<u>References</u> History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-15
3.	<u>Resources and Methodology</u> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources. Condition of Vending Machines to be located in City (submit pictures). Contractor's capacity to perform contract including, timeliness (Based solely upon information submitted with RFP).	0-30
4.	<u>Revenue</u> Revenue Sharing Percentage Guarantee to City. Items to be sold in machines and cost per item.	0-40
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise

the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. **Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. **Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. **Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. **No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. **Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, 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 firm.

14. **Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. **Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. **Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. **Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. **Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. **Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. **Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. **RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein.

All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

Page intentionally left blank

PROPOSAL SIGNATURE PAGE

RFP T-12-13, Vending Services- Revenue Sharing

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

Attachment "A"

#	Location	Address	Beverage	Snacks	Approx. Service (Daily)
1	City Hall	100 West Atlantic Blvd.	2	1	150
2	*Highlands Park	1650 NE 50th Ct.	1	1	80
3	*Mitchell Moore Park	901 NW 10th St.	1	1	120
4	*McNair Center	951 NW 27th Ave	1	1	100
5	Skolnick Center	800 SW 36TH Ave.	2	1	100
6	Civic Center	1801 NE 6th St.	1	1	100
7	Ground Maint. Building	1190 NE 3rd Ave.	1	1	150
8	Building Maint.	1190 NE 3rd Ave.	1	1	100
9	Utilities	1201 NE 3rd Ave.	1	1	100
10	Community park	Near 10th St.	1	0	new
11	Brummer Park	3500 W. PALM AIRE Dr.	1	0	new
12	Hillsboro Inlet Park	2705 N. RIVERSIDE Dr.	1	0	new
13	City Garage	1190 NE 3rd Ave.	1	0	new
14	Aldorf Park	2901 NE 14TH St.	1	0	new
15	Sand and Spurs Stables	1600 NE 5th Ave.	1	0	50
16	Police Department	100 SW 3rd St.	3	2	200
		Total	20	11	1250
*Services increase during seasonal sporting events					

EXHIBIT B
INSURANCE REQUIREMENTS
VENDING CONTRACT – P-AMERICAS, LLC

The applicant/vendor shall not commence operations, labor, construction and/or installation of improvements to complete this project until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Public Liability Insurance
- 1) Including the City of Pompano Beach as an additional insured in connection with the work being done under this contract.
 - 2) The types of insurance and minimum policy limits that are required are indicated by "XXXX" below. Additional coverage, depending on the scope of work or nature of contract may be required.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
PUBLIC LIABILITY			
XXXX	comprehensive form		
XXXX	premises - operations	bodily injury.....\$100,000.	\$300,000.
—	explosion & collapse hazard	property damage.....\$100,000.	\$300,000.
—	underground hazard	-- or --	
XXXX	products (if items are sold)	bodily injury and	
XXXX	contractual insurance	property damage	
—	liquor legal (if items are sold)	combined.....\$100,000.	\$300,000.
XXXX	independent contractors		
—	personal injury	personal injury\$100,000.	\$300,000.
AUTOMOBILE LIABILITY			
		bodily injury	
		(each person).....\$100,000.	\$300,000.
XXXX	comprehensive form		
—	owned	property damage.....\$100,000.	\$300,000.
—	hired	-- or -- bodily injury and	
—	non-owned	property damage combined\$100,000.	\$300,000.
EXCESS LIABILITY			
		bodily injury and	
—	umbrella form	property damage	
—	other than umbrella	combined\$2,000,000.	\$2,000,000.

AUTOMOBILE LIABILITY

XXXX	Comprehensive Form	Bodily Injury (each person/ each accident)	\$200,000	\$300,000.
XXXX	Owned	Property Damage	\$200,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$200,000.	\$300,000.

EXCESS LIABILITY

_____	Umbrella form	Bodily injury and		
_____	other than umbrella	Property damage		
		Combined	\$2,000,000.	\$2,000,000.

XXXX **PROFESSIONAL LIABILITY** \$1,000,000. \$1,000,000.

*Policy to be written on a claims made basis.

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

Firm shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061.

Exhibit B

Insurance

MEMORANDUM OF INSURANCE		DATE 2/10/2014
THIS MEMORANDUM OF INSURANCE IS FOR AUTHORIZED VIEWERS ONLY. USE, DUPLICATION OR ALTERATION OF THIS DOCUMENT, WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE INSURED, IS EXPRESSLY PROHIBITED. THIS MEMORANDUM IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT EXTEND, ALTER OR AMMEND THE COVERAGE NOTED OR CONFER RIGHTS UPON ANY VIEWER OR OTHER PARTY. COVERAGE DESCRIBED BELOW IS AS OF THE ABOVE DATE.		
PRODUCER LOCKTON COMPANIES, LLC-N DALLAS 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	COMPANIES AFFORDING COVERAGE	
INSURED 1069518 PEPSICO, INC; FRITO-LAY NORTH AMERICA, INC; QUAKER OATS CO; PEPSI-COLA METROPOLITAN BOTTLING CO, INC; TROPICANA PRODUCTS, INC.; NEW BERN TRANSPORT CORP. BOTTLING GROUP, LLC; IZZE BEVERAGE COMPANY; THE GATORADE CO, NAKED JUICE CO. OF GLENDORA, INC. 700 ANDERSON HILL RD, PURCHASE NY 10577	COMPANY A: ACE American Insurance Company COMPANY B: Indemnity Insurance Co of North America COMPANY C: COMPANY D: COMPANY E:	

COVERAGES *PEPSI01

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	HDOG27327825	1/1/2014	1/1/2015	EACH OCCURENCE \$ 5,000,000
					FIRE DAMAGE (Any one fire) \$ 2,000,000
					MED EXP (Any one person) \$ 1,000
					PERSONAL & ADV INJURY \$ 5,000,000
					GENERAL AGGREGATE \$ 5,000,000
					PRODUCTS - COMP/OP AGG \$ 5,000,000
A A	AUTOMOBILE LIABILITY ANY AUTO	ISAH08815173 ISAH08815185	1/1/2014 1/1/2014	1/1/2015 1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
	EXCESS LIABILITY	NOT APPLICABLE			EACH OCCURENCE \$
					AGGREGATE \$
					\$
					\$
					\$
B A A	WORKERS COMPENSATION/ EMPLOYERS' LIABILITY	WLRC47874014 (AOS) WLRC47874026 (AZ, CA, MA) SCFC47874038 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	WORKERS COMP LIMITS STATUTORY
					E.L. EACH ACCIDENT \$ 5,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 5,000,000
					E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A A A	Excess Workers Compensation	WCUC4787404A (OH, WA - F-L) WCUC47874051 (OH-PC Metro) WCUC47874063 (WV-PC Metro)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	WC Statutory Limits
					\$5,000,000 each accident
					\$5,000,000 each ee for disease

ADDITIONAL INFORMATION

ADDITIONAL NAMED INSURED: FRITO-LAY, INC., ROLLING FRITO-LAY SALES, LP; FL TRANSPORTATION, INC.; IZZE BEVERAGE COMPANY; QUAKER OATS MANUFACTURING; SVC MANUFACTURING INC.; STACY'S PITA CHIP CO.; PEPSI-COLA SALES AND DISTRIBUTION, INC.; PEPSI-COLA TECHNICAL OPERATIONS, INC; P-AMERICAS, LLC.

SEE ATTACHED FOR ADDITIONAL INFORMATION.

APPROVED

RISK MANAGEMENT

ON: 02/24/14

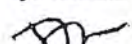
BY: 

Exhibit B

Insurance

ADDITIONAL INSURED IS ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS SPECIFICALLY AGREED BY WRITTEN CONTRACT TO PROVIDE ADDITIONAL INSURED STATUS, SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS, PROVIDED THAT:

A) THIS INSURANCE APPLIES ONLY TO EACH COVERAGE WHICH THE NAMED INSURED HAS AGREED TO PROVIDE BY WRITTEN CONTRACT, BUT IN NO EVENT SHALL THE COVERAGE EXCEED THE COVERAGE OTHERWISE AFFORDED BY THE POLICY.

B) THE AMOUNT OF INSURANCE IS LIMITED TO THAT REQUIRED BY SUCH WRITTEN CONTRACT, BUT IN NO EVENT SHALL THE LIMITS OF LIABILITY EXCEED THE LIMITS OF LIABILITY PROVIDED BY THE POLICY.

C) THE INSURANCE APPLIES ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS, ACTIVITIES OR BUSINESS CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED.

APPROVED
RISK MANAGEMENT
ON: 02/24/14
BY: JTW

Exhibit B
Insurance
Right Choice Vending/Coffee, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2016

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
Scirocco Group
777 Terrace Avenue
Hasbrouck Heights NJ 07604

CONTACT NAME: Liana Fleming
PHONE (A/C No. Ext): 201-727-0070 FAX (A/C No.): 201-727-0080
E-MAIL ADDRESS: lfleming@sciroccogroup.com

INSURED
Right Choice Vending/Coffee
2121 NW 15th Avenue
Pompano Beach FL 33069

RIGHT-5

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Co Ltd	11000
INSURER B: Allmerica Financial Benefit	41840
INSURER C: Hartford Casualty Insurance Co	29424
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1841194879

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	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		13SBMTQ2849	3/30/2015	3/30/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		AWYA580907-01	2/19/2016	2/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	13WECBX8417	2/19/2015	3/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate Holder is included as additional insured under General Liability coverage for work or services provided by the Named Insured as required by a written contract or agreement.

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach FL 33069

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

Exhibit C

Vending Option A-1 of Pepsi's Proposal

Revenue sharing

Option A

	Pkg	Brand	Vend Price	Commission Rate
	20oz	Pepsi Family	\$1.50	22%
	12oz cans	Pepsi Family	\$1.00	22%
nk	20oz	Lipton Lem and EP	\$1.75	22%
	20oz	Aquafina	\$1.50	22%
	20 oz	SoBe Life Water	\$1.75	22%
	20oz	Gatorade	\$1.75	22%
	15.26oz	Ocean Spray	\$1.50	22%
	16oz	Mt Dew Amp / Rockstar	\$3.00	22%
	9.5oz	Frappuccino	\$3.00	22%
	16oz	Amp/Rockstar	\$3.00	22%
	14oz	Muscle Milk	\$3.00	22%
	20oz	SoBe Juices	\$1.75	22%

Vending offer Option A:

ms \$1.00 @ 10% Commission Rate

Exhibit D
City of Pompano Beach
Equipment Placement

#	Location	Address	Beverage	Snacks	Approx. Service (Daily)
1	City Hall	100 West Atlantic Blvd.	2	1	150
2	*Highlands Park	1650 NE 50th Ct.	1	1	80
3	*Mitchell Moore Park	901 NW 10th St.	1	1	120
4	*McNair Center	951 NW 27th Ave	1	1	100
5	Skolnick Center	800 SW 36TH Ave.	2	1	100
6	Civic Center	1801 NE 6th St.	1	1	100
7	Ground Maint. Building	1190 NE 3rd Ave.	1	1	150
8	Building Maint.	1190 NE 3rd Ave.	1	1	100
9	Utilities	1201 NE 3rd Ave.	1	1	100
10	Community park	Near 10th St.	1	0	new
11	Brummer Park	3500 W. PALM AIRE Dr.	1	0	new
12	Hillsboro Inlet Park	2705 N. RIVERSIDE Dr.	1	0	new
13	City Garage	1190 NE 3rd Ave.	1	0	new
14	Alsdorf Park	2901 NE 14TH St.	1	0	new
15	Sand and Spurs Stables	1600 NE 5th Ave.	1	0	50
16	Police Department	100 SW 3rd St.	3	2	200
		Total	20	11	1250

*Services increase during seasonal sporting events