

**Solicitation 735-11068**  
**Vending Machine Services (Healthy Vending)**



**City of Fort Lauderdale**

## Bid 735-11068 Vending Machine Services (Healthy Vending)

Bid Number     **735-11068**  
 Bid Title       **Vending Machine Services (Healthy Vending)**

Bid Start Date **Aug 20, 2012 4:25:31 PM EDT**  
 Bid End Date   **Sep 27, 2012 2:00:00 PM EDT**  
 Question &  
 Answer End     **Sep 20, 2012 5:00:00 PM EDT**  
 Date

Bid Contact     **Richard Ewell**  
                   **Procurement Specialist II**  
                   **Procurement Services**  
                   **954-828-5138**  
                   **rewell@fortlauderdale.gov**

### Changes made on Aug 30, 2012 3:24:08 PM EDT

New Documents       **VENDING MACHINES - TOTALS.pdf**

#### Changes were made to the following items:

[Vending Machine Services \(Healthy Vending\)](#)

### Changes made on Sep 18, 2012 10:55:09 AM EDT

Previous End Date	<b>Sep 18, 2012 2:00:00 PM EDT</b>	New End Date	<b>Sep 27, 2012 2:00:00 PM EDT</b>
Previous Q & A End Date	<b>Sep 7, 2012 5:00:00 PM EDT</b>	New Q & A End Date	<b>Sep 20, 2012 5:00:00 PM EDT</b>

#### Changes were made to the following items:

[Vending Machine Services \(Healthy Vending\)](#)

### Description

The City of Fort Lauderdale is actively seeking proposals from qualified vendors to provide healthy vending machine services for the City of Fort Lauderdale at various locations in the City in full accordance with the specifications, terms, and conditions contained in this Request for Proposal.

For a copy of the RFP, go to [www.bidsync.com](http://www.bidsync.com).

Added on Aug 30, 2012:

Vending 3 years totals attached.

Added on Sep 18, 2012:

End date extended to 2:00 Sept. 27, 2012.

### Changes made on Aug 30, 2012 3:24:08 PM EDT

### Changes made on Sep 18, 2012 10:55:09 AM EDT

**RFP #735-11068****TITLE: Vending Machine Services (Healthy Vending)****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale is actively seeking proposals from qualified vendors, hereinafter referred to as the Contractor, to provide healthy vending machine services for the City of Fort Lauderdale at various locations in the City in full accordance with the specifications, terms, and conditions contained in this Request for Proposal (RFP).

**02. INFORMATION OR CLARIFICATION**

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

**04. SITE VISIT**

For site visit appointments contact the contract administrator, Donna Perez, at 954-828-5133 or email [dperez@fortlauderdale.gov](mailto:dperez@fortlauderdale.gov). It will be the sole responsibility of the Contractor to inspect the City's locations prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

**05. ELIGIBILITY**

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

**06. PRICING/DELIVERY**

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Contractor must bid on all items. Partial bids will not be considered.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**PART II - RFP SCHEDULE**

EVENT	DATE/TIME
Release of RFP	8/21/12
Deadline for Questions/Request for Clarifications	9/7/12
Proposal Due Date/Time (Deadline)	9/18/12

### **PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 04/12 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City and shall expire one year from that date. The City reserves the right to extend the contract for three additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.  
  
In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **COST ADJUSTMENTS**  
Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.  
  
Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).  
  
The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

09. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

11. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

## 12. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor’s insurance must be provided by an A.M. Best’s “A-“ rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

### **Workers’ Compensation and Employers’ Liability Insurance**

Limits: Workers’ Compensation – Per Florida Statute 440  
Employers’ Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

#### 13. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

#### 14. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

#### 15. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of

transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

16. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 a 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

17. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

18. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

19. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution

No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

20. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at

[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

21. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

<http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

22. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

<http://www.fortlauderdale.gov/purchasing/index.htm>

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

23. RELEASE OF LIABILITY

The Contractor shall release and discharge the City of Fort Lauderdale from any and all liability for loss of merchandise, goods, equipment or other property of the Contractor or his agents if lost damaged, or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, vandalism, or any other cause(s).

24. MONTHLY CONCESSION FEE

The Contractor shall pay the City a monthly concession fee (percentage against gross revenue) as submitted in the Bid Proposal section of this RFP. The term "gross revenue" as used herein and as the basis for percentage of revenue shall include all receipts, whether collected or accrued, derived by Contractor from all business conducted upon or from City property. This concession fee shall be based on the Contractor providing the lowest resale prices for the benefit of City employees for products dispensed, while generating maximum revenue to the City that will cover its operating and maintenance costs.

The monthly concession fee and merchandise pricing may be subject to re-negotiation between the City and the Contractor during the contract period if it is determined that:

- A. The monthly fee is insufficient based on Contractor gross sales.
- B. Retail price adjustments are necessary, and/or
- C. City operating and maintenance costs change.

25. RESALE PRICING

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

## **PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **01. GENERAL INFORMATION/INTENT**

The City is seeking a Contractor to provide, install, maintain and service a healthy vending concession operation for City employees and the general public to replace the current fleet of vending machines. Concession locations and current configurations are listed in Section 15 below. Contractor will propose replacement configurations for machines currently in place to provide a variety of healthy snacks and beverages.

Healthy foods for this contract are defined as products which contain only "all natural ingredients" which means no trans fats, artificial flavors, preservatives, artificial sweeteners, synthetic ingredients or high fructose corn syrup (HFCS).

The City reserves the right to request changes in products offered. The Contractor shall endeavor to accommodate the City's requests or provide justification for rejection. All product change requests will be subject to prior agreement and approval by the City.

The Contractor may request changes in vending equipment or products if sales do not warrant continuation. Such requests should be submitted in writing to the City for review and consideration. If the request is approved, a mutual date will be agreed for the change to take effect.

The Contractor shall submit as a part of this proposal, the quantity and variety of machines proposed, as well as a complete listing (manufacturer, name of product, weight and sale price) of proposed products.

### **02. EQUIPMENT REQUIREMENTS**

It will be the responsibility of the Contractor to make the necessary site visits to determine available space for installation, available utility connections and proposed arrangement, capacity, variety and product mix of vending machines. The successful Contractor shall provide new or like new equipment or a City-approved equal. Contractor should include as part of his proposal pictures of machine graphics and the quantity and variety of machines proposed per location, as well as a listing of proposed products, including brand names and nutritional contents of foods and beverages. Equipment that is not located in an air-conditioned environment must be refrigerated so items will maintain freshness.

### **03. DELIVERY AND INSTALLATION**

Equipment shall be delivered, installed and operational at all awarded locations within a period of sixty (60) calendar days after notification of award. Equipment shall be installed so as to present an attractive, flush-front, matched and uniform configuration. Equipment shall be secured to provide for safe, secure operation and to prevent tipping or shifting. All delivery and installation costs shall be the responsibility of the Contractor.

### **04. MAINTENANCE, REPAIRS AND SCHEDULING**

The City shall expect prompt service from the Contractor in response to equipment that is not operational; vending problems related to lost monies, equipment failure or product complaints. Service calls shall be responded to within twenty-four (24) hours from City notification to

Contractor. If equipment repairs cannot be made on site, and downtime is determined by the City to be excessive, the Contractor may be requested to replace the equipment with a loaner unit until such time as repairs can be completed or the Contractor provides a permanent replacement.

Lost, stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the City.

The Contractor agrees to provide and maintain an adequate supply of merchandise for dispensing in the equipment provided. The Contractor shall be responsible to provide an adequate routing schedule to insure that merchandise is fresh, continuously available and equipment is properly functioning. Routing schedule should be on a regular scheduled basis set up by the Contractor and the City. Notification should be given to the City if the set up schedule is going to change.

## **05. RECORDS**

The Contractor must maintain, during the course of this contract, all books of account, reports and records used in this type of operation in accordance with generally accepted accounting practices and standards. The form of all the records and reports will be subject to the approval of the auditors of the City. The City reserves the right for its appropriate representative to review ONLY those records pertaining to any contract award as a result of these documents and determine if the terms, conditions and specifications of the contract are being followed and if prices charged comply with the contract. See Section 5.12, General Conditions.

## **06. MONTHLY PAYMENTS**

Upon award of contract, the successful Contractor shall adhere to the remittance procedure below. Monthly vending reports and commission checks will be addressed to the Vending Contract Administrator, 100 N Andrews Avenue, Fort Lauderdale FL 33301. Reports and commission checks should be received no more than twenty five (25) days after the end of a monthly cycle.

The monthly statement shall include the following:

- A. Machine number and description (beverage, snack, etc.)
- B. Machine location (address)
- C. Starting and ending machine counter numbers
- D. Total units sold monthly
- E. Gross sales
- F. Applicable Sales Taxes
- G. Amount due to the City

This report shall include all test vends, starting and ending machine counter numbers, applicable sales taxes and reflect the total on which the concession fee shall be based. Losses of cash as a result of vandalism, etc., shall not be deducted from commissions to be paid to the City.

The Contractor shall also provide to the City, at the termination of the contract period, a full and complete sales report. This report shall state by commodity and location, the complete number of units sold, gross profits and funds paid to the City.

**07. DEFAULT IN PAYMENT**

The monthly report of gross receipts and the monthly payments due the City must be submitted no later than twenty-five (25) calendar days after the last day of preceding month. In the event the Contractor fails to pay the monthly fee by the stated date, there shall be an additional charge of \$50.00 payable to the City for such late payment. If the payment and any accumulated late fees are not received within thirty (30) days after the due date, the City may take the necessary steps to terminate the contract.

**08. TAXES/LICENSES**

Retail taxes and rental taxes and licensing are the responsibility of the Contractor and shall be handled in accordance with Florida State Statutes. The successful contractor shall be responsible for, at its own expense, obtaining all necessary permits and pay all licenses, fees and taxes, required to comply with all local laws and ordinances; county, state and federal laws, rules and regulations which are applicable to the business to be carried on under this contract.

**09. REFUNDS**

The Contractor shall provide the Contract Administrator with refund "funds" to allow the immediate reimbursement to vending customers for lost moneys related to equipment malfunction or product complaint. These refund "funds" shall be on request and a dated, signed receipt will be provided by the contract administrators. The final procedure for such shall be subject to agreement and approval by the City.

**10 VENDING MACHINES AND PRODUCTS**

The vending machines must have an attractive, distinctive and fresh look with graphics and verbiage to indicate healthy vending. They must contain only "all natural snacks" which means NO trans fats, artificial flavors, preservatives, artificial sweeteners or high fructose corn syrup (HFCS). The product offerings must include, but not limited to, the following:

- A. Cold Beverages – brands shall include a variety of products including 100% juice and bottled water and energy blend beverages. Contractor shall include a list and number of proposed juice products. All beverages must be provided and dispensed in recyclable aluminum cans with "litter-free" pop-tops, or recyclable plastic bottles or cartons.
- B. Hot Coffee/Chocolate/Tea – The Contractor must specify what products, brands and variety of beverages offered. Coffee and tea products where applicable, shall include both regular and caffeine free varieties. Additionally, they may include international coffee selections such as espresso and/or cappuccino. Contractor should include details regarding brew method, if applicable, or instant product.  
It is preferred that the water used in this equipment be filtered. Contractor should provide details on proposed equipment that specifically addresses whether the equipment to be furnished has self-contained water filtering mechanism, alternative in-line filter system or no filter system. If equipment has self-contained filter or Contractor provides alternate in-line filter system, maintenance and changing of the filter systems shall be the responsibility of the Contractor.
- C. Healthy Snacks – This equipment should provide a large variety of pre-packed or fresh products. They should be only healthy products and include a variety or combination of

fresh items, such as: yogurts or baked snacks and chips, fruit bars, dried fruits, nuts, fruit cups, pretzels, whole grain crackers and low fat popcorn. Contractors must provide a list of proposed products and number of selections with their bid proposal.

Any product offered must be fresh when delivered and stock must be rotated on a regular basis to maintain a fresh supply. Equipment that is not located in an air-conditioned environment must be refrigerated so items like chocolate will not melt.

- D. Frozen Desserts – This equipment must provide a variety of pre-packed frozen yogurts and fruit products.
- E. Frozen Food/Hot Meals – This machine should offer a variety of foods that may require additional heating/microwave equipment to be provided by the Contractor. Products should include a variety of healthy breakfast and lunch foods, soup products, breakfast products, and other heat and eat entrée items such as Lean Cuisine, Kashi, Smart Ones, etc.

All items must be maintained, rotated and replaced in accordance with all applicable local, state and FDA food storage regulations to insure freshness. All products must be dated in accordance with FDA regulations. Contractor shall provide necessary microwave equipment at City Hall for use with products vended from this equipment.

No tobacco or alcohol products shall be sold, offered or given away by the Contractor on City property. The City shall make the final determination as to the types of vending machine equipment and the product variety for the various locations.

## **11. CURRENCY AND COIN USAGE**

All vending equipment must have the ability to accept one-dollar bills and various coins and to dispense change for any vended product in U.S. Currency only. Bidder shall specify details of payment acceptance as part of the bid response. Debit and Credit card vending is acceptable.

## **12. OTHER CONTRACTOR RESPONSIBILITIES**

- A. Provide all necessary labor and supervision to accomplish the tasks detailed herein. Contractor personnel shall be adequately trained, present a professional appearance and be readily identified by uniform or identification badge as an employee of the Contractor while on City property.
- B. Contractor will work with the City Contract Administrator to determine the need for area signage and, if required, provide such signage without cost to the City. Contractor should present plans for merchandising or marketing promotions and secure prior approval before implementation of any such activities. No signs, advertising or promotions shall be initiated by the Contractor without prior approval by the City Contract Administrator.
- C. Contractor shall be responsible for the removal of all empty cartons, defective and spoiled products from the vending area to a waste disposal area designated by the City. The contractor shall also be responsible for vermin and pest control in and around its vending equipment. The Contractor shall keep all vending machinery clean, both inside and outside. Machines should be wiped down and sanitized on each visit and a thorough cleaning done not less than once per month.
- D. Contractor shall be responsible for the removal of their equipment within five (5) business days from contract termination, or it will be considered abandoned property and disposed of by the City.

- E. Contractor shall at Contractor's expense be responsible for the removal and reinstallation of machines within 48 hours of request of City due to unforeseen circumstances (Electricity outage, unscheduled maintenance or repair etc.).
- F. The Police Department locations identified in this RFP are involved with daily police activity. As such, they must maintain a high level of security. All facilities have designated staff available to provide entry or exit. The main police building has a computerized door card system for entry. Once inside, there are door cards that will allow contractor's employees to move about the building. The contractor is responsible for the door cards or keys entrusted to his/her employees and will have the incur costs for any lost cards or keys. Prior to beginning any services under this contract, the successful proposer will provide a list of all employees he / she intends to employ in the Police Department locations listed in Section 2.15 below. These employees will have a criminal background check performed on them. Any employee who does not pass the background check will not be allowed to work in any of the Police Department locations. The background check shall consist of the following:
  - G. National, Florida, County & City criminal history check
  - H. Organized crime check
  - I. Fingerprint check
    - a. The employee must provide, in person, only original documents to the background investigator. Additional identification permitted: Passport, Work Permit, Driver's License, Social Security card, Alien Registration card. No faxed or copies will be taken, only originals.

### 13. CITY TO PROVIDE

- A. Vending area space.
- B. Water service to the vending area for connection to coffee units.
- C. Standard electrical connections of 110 volt, 20-30 amps for each machine. Proposer should indicate with their bid any electrical requirements in excess of this standard.
- D. Where required, a counter area and sink with hot and cold running water.
- E. Janitorial service to maintain common areas.

### 14. MERCHANDISE PRICING

Proposer will submit a list of proposed products with sale price and nutritional content.

#### ITEM SELLING PRICE NOT TO EXCEED

- § JUICE & BEVERAGES - \$ 2.50 PER BOTTLE/CAN/CARTON
- § WATER (PLAIN & FLAVORED) \$ 1.00 PER BOTTLE
- § Snacks, chips, granola bars, crisps, cookies etc. \$ 2.00 per item
- § Microwave Popcorn \$ .75 per item
- § Hot Beverages \$ 1.00 per item
- § Frozen Food/Microwaveable meals: \$3.00 per item
- § Fresh Items \$3.00 per item
- § Frozen Yogurts/Desserts \$1.50 per item

**15. CURRENT EQUIPMENT LOCATIONS, QUANTITIES AND CONFIGURATIONS BY GROUP:**

General hours of Operation M-F 8:00 AM – 4:00 PM

**City Hall -100 N. Andrews Ave, Ft Lauderdale FL 33301, 8th Floor:**

- 2 - Refrigerated soda/water machines which include a variety of Coca-Cola and Pepsi products, including fruit juices and bottled water. (canned and bottled).
- 1 - Ice Cream Machine which includes a variety of pre-packed ice cream products.
- 1 - Coffee Machine – offering regular/decaf coffee, with sugar, sweetener and creamer options.
- 1 - Snack machine – which include a variety of pre-packaged products.
- 1 - Food Machine – Frozen food machine dispensing frozen breakfast items, sandwiches, lunch items (such as Lean Cuisine), etc.
- 1 - Change Machine – converting \$1 and \$5 bills at the minimum.
- 1 - Microwave oven – for the convenience of concession clients.

**Parking Services - 290 NE 3<sup>rd</sup> Avenue, 2<sup>nd</sup> Fl Ft Laud FL 33301:**

- 1- Refrigerated soda machine (same as above).
- 1- Snack machine.

**Building Services - 700 NW 19<sup>th</sup> Avenue, Ft Laud FL 33311:**

- 1 - Refrigerated soda/water machine.
- 1 - Snack machine.

**Las Olas Marina - 240 Las Olas Circle, Ft Laud FL 33316:**

- 1 - Refrigerated water/ soda machine in Marina office.

**Cooley's Landing Marina - 450 SW 7<sup>th</sup> Avenue, Ft Laud FL 33312:**

- 1 - Refrigerated water/soda machine.

**New River/Riverwalk, Dockmaster Main Office - 2 S. New River Drive, East 33301:**

- 1 - Refrigerated water/soda.

**Public Works Department -Administration Building - 949 NW 38 St. Ft. Lauderdale**

- 1 - Refrigerated soda/water machine
- 1 - Snack Machine
- 1 - General Merchandise Machine
- 1 - Ice Cream Machine

**Fiveash Water Treatment Plant - 4321 NW 9 Av., Fort Lauderdale**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine

**Central Maintenance Shop (CMS) - 4250 NW 10 Av., Fort Lauderdale**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine

**George T. Lohmeyer Regional Wastewater Treatment Plant - 1765 SE 18 St., Fort Lauderdale**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine

**Peele-Dixie Water Treatment Plant - 1500 S. State Road 7, Fort Lauderdale**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine

**Police Department: 1300 W. Broward Blvd Ft Lauderdale**

**1<sup>st</sup> Floor**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine

**1<sup>st</sup> Floor – Records Counter**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine

**2<sup>nd</sup> Floor – Detective Bureau**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine

**3<sup>rd</sup> Floor**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine

**101 N. Andrews Ave., Fort Lauderdale**

- 1 – Refrigerated soda/water machine
- 1 – Snack machine Equipment

**Parks & Recreation Department****Holiday Park Activity Center - 730 N. Federal Hwy. Fort Lauderdale**

1 – Refrigerated soda/water machine

1 – Snack machine

**Holiday Park Tennis Center - 701 NE 12 Avenue, Fort Lauderdale**

2 – Refrigerated soda/water machine

**Snyder Park - 3299 SW 4 Avenue, Fort Lauderdale**

3 – Refrigerated soda/water machine

1 – Snack machine

**Parks Shop Office - 220 SW 14 Ave, Bldg 2, Fort Lauderdale**

1 – Refrigerated soda/water machine

1 – Snack machine

**George English Tennis Center - 1101 Bayview Drive, Fort Lauderdale, FL 33304**

1 – Refrigerated soda/water machine

1 – Snack machine

**Osswald Park Recreation Center - 220 NW 21<sup>st</sup> Avenue, Fort Lauderdale, FL 33311**

1 – Refrigerated soda/water machine

1 – Snack machine

**General Services Compound – Building A - 220 SW 2 Ct., Fort Lauderdale**

1 – Refrigerated soda/water machine

1 – Snack machine

**Fort Lauderdale Aquatics Center – 501 Seabreeze Blvd., Fort Lauderdale**

1 – Refrigerated soda/water machine

1 – Snack machine

**16. PROMOTIONAL TASTE TEST**

The successful proposer shall provide samples, at no cost to the City, of the items to be offered in the vending machines for three promotional taste testing events organized by the contract administrator at the following locations; City Hall, Public Works Administration Building and Police Headquarters. The purpose of the promotional tasting events is to introduce City employees and others to the healthy vending products. The contract administrator will promote the events and coordinate the date and time with the successful proposer. Attendance at each taste testing event is anticipated to be fifty (50) persons per event.

## PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

- |   |                    |
|---|--------------------|
| 1. Understanding of the overall needs of the City as presented in the proposal.         | Weight Factor 5%   |
| 2. Performance of similar operations.   | Weight Factor 10 % |
| 3. Product Offerings, Machine graphics and aesthetics.                                  | Weight Factor 30%  |
| 4. Overall Sale Prices  | Weight Factor 25%  |
| 5. Financial return (commission) to the City for proposed percentage of gross receipts. | Weight Factor 30%  |

**TOTAL PERCENT AVAILABLE: 100%**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

## **PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD's.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (7) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENTS TOTAL (8) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (1) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Proposals should be submitted in the following format:

Contractor is to provide a percentage against gross sales, payable to the City on a monthly basis for the following items. You must bid on all items to be considered for an award.

Percentage to City \_\_\_\_\_%

Sales Prices for the following products:

	Type of Beverage	Size	Sale Price
Beverages	_____	_____	\$_____

	Type of Beverage	Size	Sale Price
Beverages	_____	_____	\$_____

	Type of Beverage	Size	Sale Price
Beverages	_____	_____	\$_____

	Type of Beverage	Size	Sale Price
Beverages	_____	_____	\$_____

	Type of Beverage	Size	Sale Price
Beverages	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Type of Snack	Size	Sale Price
Snacks	_____	_____	\$_____

	Description	Size	Sale Price
Coffee	_____	_____	\$_____

	Description	Size	Sale Price
Coffee	_____	_____	\$_____

	Description	Size	Sale Price
Coffee	_____	_____	\$_____

	Description	Size	Sale Price
Coffee	_____	_____	\$_____

	Description	Size	Sale Price
Frozen Dessert	_____	_____	\$_____

	Description	Size	Sale Price
Frozen Dessert	_____	_____	\$_____

	Description	Size	Sale Price
Frozen Dessert	_____	_____	\$_____

	Description	Size	Sale Price
Frozen Dessert	_____	_____	\$_____

	Description	Size	Sale Price
Frozen Dessert	_____	_____	\$_____

	Description	Size	Sale Price
Other	_____	_____	\$_____

	Description	Size	Sale Price
Other	_____	_____	\$_____

Description	Size	Sale Price
Other _____	_____	\$_____

**PART VIII – QUESTIONNAIRE**

1. Do your products meet the specifications in Part II, section 2.1 of the bid? \_\_\_\_\_

2. Can you provide equipment for all locations listed? \_\_\_\_\_

3. Does your equipment have the required graphics? \_\_\_\_\_  
Please provide sample photos.

4. Will you provide refund funds for prompt reimbursement? \_\_\_\_\_

5. Will you provide sufficient "taste test samples" per the bid specs? \_\_\_\_\_

6. Will sub-contractors be utilized to fulfill contract? \_\_\_\_\_  
If yes, please explain

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Have you included pictures of proposed machine graphics? \_\_\_\_\_

8. Do your machines accept dollar bills and coins? \_\_\_\_\_

9. Do your item sales prices comply with section 2.14 (Merchandise Pricing Maximum)?  
\_\_\_\_\_

10. Have you included a list of proposed products with nutritional content and ingredients?  
\_\_\_\_\_

**PART IX - PROPOSAL PAGES - TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal and Signature pages
- Tab 2: Cost Proposal Pages
- Tab 3: Required Documents:  
Non-Collusion Statement  
Local Vendor Preference Form  
Certificate of Insurance (Showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor prior to award)
- Tab 4: Statement of Qualifications: This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the City in this effort. State number of years experience the proposer has had in providing similar services.
- Tab 5: Preliminary Scope of Services: Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.
- Tab 6: List those persons who will have a management position working with the City, if you are awarded the contract. List name, title or position, project duties and contact information including phone number and email address. A resume or summary of experience and qualifications should accompany your proposal.
- Tab 7: List three clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, email address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.
- Tab 8: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 9: Provide list of proposed products including manufacturer, name of product and weight.
- Tab 10: Photos or depictions of machine style and graphics proposed.
- Tab 11: Refund "fund" procedure for currency and debit or credit refund procedure.
- Tab 12: Provide sample of accounting and commission monthly report.
- Tab 13: Completed questionnaire.

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

#### 3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

#### 3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

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- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 4/12

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

RFP NO. 735-11068

TITLE: Vending Machine Services

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_ as \_\_\_\_\_ identification.

(SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number \_\_\_\_\_

August 1, 2012

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 bid/proposal.

**Please Note:** All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**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 bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:  
\_\_\_\_\_  
\_\_\_\_\_

**COMMISSION FOR VENDING MACHINE POLICE DEPT**  
**25% OF GROSS REVENUE**

**POL020401-N900**

<b>FY 09/10</b>	<b>MONTH</b>	<b>AMOUNT RECEIVED</b>
	April-10 and May-10	\$ 466.07
	Jun-10	\$ 358.13
	Jul-10	\$ 367.03
	Aug-10	\$ 341.06
	Sep-10	\$ 351.47
	<b>TOTAL</b>	<b>\$ 1,883.76</b>
<b>FY 10/11</b>	Oct-10	\$ 266.15
	Nov-10	\$ 38.75
	Dec-10	\$ 246.32
	Jan-11	\$ 263.65
	Feb-11	\$ 330.19
	Mar-11	\$ 507.28
	Apr-11	\$ 270.08
	May-11	\$ 284.88
	Jun-11	\$ 238.75
	Aug-11	\$ -
	Sep-11	\$ -
	<b>TOTAL</b>	<b>\$ 2,446.05</b>
<b>FY 11/12</b>	Oct-11	\$ 253.75
	Nov-11	\$ 128.00
	Dec-11	\$ 195.00
	Jan-12	\$ 207.00
	Feb-12	\$ 234.25
	Mar-12	
	Apr-12	
	May-12	
	Jun-12	
	Jul-12	
	Aug-12	
	Sep-12	
	<b>TOTAL</b>	<b>\$ 1,018.00</b>

USA Vending Inc  
17173 NW 13 Street  
Pembroke Pines FL 33028

ation Office  
Howard Blvd  
Lauderdale FL 33312

### Transaction Listing

Phone: (954)828-5346

FamilyMember	Date	Time	RcptNo	Mod	TxnType	Pmt	Clerk	Reference	Trxn#	Amount	Balance
Prime Guard	11/18/2010	2:13P	440720	POS	Fee	N/A	GBF	T/C 0012			
Prime Guard	11/18/2010	2:13P	440720	POS	Pmt	1	GBF	Ck# 1538;USA Vending, Inc	788144	253.99	253.99
Prime Guard	11/19/2010	2:15P	0	GLB	Note	N/A	VKR	From HH: 65595 To HH: 655	788144	253.99	0.00
Prime Guard	01/20/2011	2:28P	447683	POS	Fee	N/A	GBF	T/C 0012	0	0.00	
Prime Guard	01/20/2011	2:28P	447683	POS	Pmt	1	GBF	Ck# 1560;USA Vending	806932	187.20	187.20
Prime Guard	03/29/2011	10:53A	456823	POS	Fee	N/A	TCC	T/C 0012	806932	187.20	0.00
Prime Guard	03/29/2011	10:53A	456823	POS	Pmt	1	TCC	check 1594	832461	240.53	240.53
Prime Guard	04/27/2011	8:16A	460478	POS	Fee	N/A	TCC	T/C 0012	832461	240.53	0.00
Prime Guard	04/27/2011	8:16A	460478	POS	Pmt	1	TCC	check 1020	840894	408.28	408.28
Prime Guard	06/09/2011	8:20A	464973	POS	Fee	N/A	TCC	T/C 0012	840894	408.28	0.00
Prime Guard	06/09/2011	8:20A	464973	POS	Pmt	1	TCC	check 1068	851600	285.71	285.71
Prime Guard	08/11/2011	11:03A	470480	POS	Fee	N/A	TCC	T/C 0012	851600	285.71	0.00
Prime Guard	08/11/2011	11:03A	470480	POS	Pmt	1	TCC	check 1080;June Payment	866448	354.12	354.12
Prime Guard	09/29/2011	8:34A	475217	POS	Pmt	1	TCC	check 1090	866448	354.12	0.00
Prime Guard	09/29/2011	9:12A	475225	POS	Fee	N/A	TCC	T/C 0012	0	400.96	400.96-
Prime Guard	09/29/2011	9:12A	475225	POS	Cr Used	99	TCC	Pmt From Cred Bal	878297	400.96	0.00
Prime Guard	09/29/2011	9:12A	475225	GLB	Pmt	7	TCC	using hh credit	878297	400.96	
Prime Guard	10/18/2011	12:16P	477617	POS	Fee	N/A	TCC	T/C 0012	878297	0.00	0.00
Prime Guard	10/18/2011	12:16P	477617	POS	Pmt	1	TCC	check 1101;August Payment	884614	94.75	94.75
Prime Guard	12/15/2011	9:26A	485125	POS	Fee	N/A	TCC	T/C 0012	884614	94.75	0.00
Prime Guard	12/15/2011	9:26A	485125	POS	Pmt	N/A	TCC	T/C 0012	901674	105.50	105.50
Prime Guard	01/23/2012	12:14P	490724	POS	Fee	1	TCC	check 1111	901675	214.58	320.08
Prime Guard	01/23/2012	12:14P	490724	POS	Pmt	N/A	TCC	T/C 0012	0	320.08	0.00
Prime Guard	06/26/2012	12:00P	516947	POS	Fee	1	TCC	check 1123;january 2012	913983	116.25	116.25
Prime Guard	06/26/2012	12:00P	516947	POS	Pmt	N/A	TCC	T/C 0012	913983	116.25	0.00
Prime Guard	06/26/2012	12:04P	516947	POS	Fee	1	TCC	check 1159;January payment	1008768	128.00	128.00
Prime Guard	06/26/2012	12:04P	516949	POS	Fee	N/A	TCC	T/C 0012	1008768	128.00	0.00
Prime Guard	06/26/2012	12:08P	516949	POS	Pmt	1	TCC	check 1164;February rent	1008770	190.00	190.00
Prime Guard	06/26/2012	12:08P	516951	POS	Fee	N/A	TCC	T/C 0012	1008770	190.00	0.00
Prime Guard	06/27/2012	11:36A	516951	POS	Pmt	1	TCC	check 1162;March payment	1008772	175.25	175.25
Prime Guard	06/27/2012	11:36A	517108	POS	Fee	N/A	VKR	T/C 0012	1008772	175.25	0.00
Prime Guard	06/27/2012	11:37A	517108	POS	Rfd Now	1	VKR	6/26 TCC Error	1009763	190.00-	190.00-
Prime Guard	06/27/2012	11:37A	517109	POS	Fee	N/A	VKR	T/C 0012	0	190.00-	0.00
Prime Guard	06/27/2012	11:37A	517109	POS	Pmt	1	VKR	CK#1161;6/26/ TCC Error	1009764	190.50	190.50
Prime Guard	07/06/2012	12:10P	518656	POS	Fee	N/A	TCC	T/C 0012	1009764	190.50	0.00
Prime Guard	07/06/2012	12:10P	518656	POS	Pmt	1	TCC	check 1163;April rent 2012	1012842	150.00	150.00
Prime Guard	07/06/2012	12:11P	518657	POS	Fee	N/A	TCC	T/C 0012	1012842	150.00	0.00
Prime Guard	07/06/2012	12:11P	518657	POS	Pmt	1	TCC	check 1164;May rent 2012	1012843	217.00	217.00
									1012843	217.00	0.00

Current Activity Registration Balance:	0.00
Current Facility Reservation Balance:	0.00
Current Pass Registration Balance:	0.00
Current POS Balance:	0.00
Current Rental Reservation Balance:	0.00
Current Locker Reservation Balance:	0.00
Current Trip Reservation Balance:	0.00
Current Court Reservation Balance:	0.00
Current Personal Trainer Balance:	0.00
Current Household Balance for All Modules:	0.00

This statement was created on 07/09/2012 at 14:42:09 by JXL for household number 65597  
NOTE: Any transactions with an (\*) next to the amount are discounted.

JUL 09 2012

**Gilly Vending, Inc.****Vending Machine Report**

Rep-102

**City of Ft Lauderdale**Period month/year: **4 / 2009**

Machine #	Type	Location	Gross Sales
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**City of Fort Laud Parking**

2584	Snack	2nd floor, breakroom	\$16	4/2009
3267	Soda	2nd floor	\$29	
Total City of Fort Laud Parking			\$45	

**City of Ft Laud Bldg Services**

2560	Snack	Vending Area	\$152	4/2009
4261	Soda	Vending Room	\$238	
Total City of Ft Laud Bldg Services			\$390	

**City of Ft Laud. Dockmaster**

2555	Soda	Office	\$30	4/2009
Total City of Ft Laud. Dockmaster			\$30	

**City of Ft Lauderdale. City Hall**

1596	Soda	8th floor	\$116	4/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$107	
6283	Snack	8th floor	\$129	
Total City of Ft Lauderdale. City Hall			\$352	

**City of Ft Ld Cooley's Landing**

3599	Soda	--	\$20	4/2009
Total City of Ft Ld Cooley's Landing			\$20	

**City of Ft Ld Exec Airport Adm**

5158	Soda	Entrance	\$13	4/2009
Total City of Ft Ld Exec Airport Adm			\$13	

**City of Ft Ld. Las Olas Marina**

3415	Soda	Laundry Room	\$35	4/2009
3593	Soda	Main Entrance	\$96	
Total City of Ft Ld. Las Olas Marina			\$131	

<b>Total Gross Sales</b>	\$980
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Sales Tax %: 6	\$59
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<b>Total Net Sales</b>	\$921
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Commiss. %: 33	\$304
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Rep-102

**Vending, Inc.**  
**Vending Machine Report**

**City of Ft Lauderdale**

Period month/year: **5 / 2009**

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$31	5/2009
3267	Soda	2nd floor	\$46	
Total City of Fort Laud Parking			\$77	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$205	5/2009
4261	Soda	Vending Room	\$277	
Total City of Ft Laud Bldg Services			\$482	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$27	5/2009
Total City of Ft Laud. Dockmaster			\$27	
<b>City of Ft Lauderd. City Hall</b>				
1596	Soda	8th floor	\$319	5/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$318	
6283	Snack	8th floor	\$248	
Total City of Ft Lauderd. City Hall			\$885	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$28	5/2009
Total City of Ft Ld Cooley's Landing			\$28	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$12	5/2009
Total City of Ft Ld Exec Airport Adm			\$12	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$68	5/2009
3593	Soda	Main Entrance	\$89	
Total City of Ft Ld. Las Olas Marina			\$158	

<b>Total Gross Sales</b>	\$1,668
Sales Tax %: 6	\$100
<b>Total Net Sales</b>	\$1,567
Commiss. %: 33	\$517

# Gilly Vending, Inc.

Rep-102

## Vending Machine Report

City of Ft Lauderdale

Period month/year: 6 | 2009

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$46	6/2009
3267	Soda	2nd floor	\$40	
Total City of Fort Laud Parking			\$87	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$192	6/2009
4261	Soda	Vending Room	\$272	
Total City of Ft Laud Bldg Services			\$464	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$24	6/2009
Total City of Ft Laud. Dockmaster			\$24	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$225	6/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$279	
6283	Snack	8th floor	\$196	
Total City of Ft Lauderdale. City Hall			\$700	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$57	6/2009
Total City of Ft Ld Cooley's Landing			\$57	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$15	6/2009
Total City of Ft Ld Exec Airport Adm			\$15	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$72	6/2009
3593	Soda	Main Entrance	\$42	
Total City of Ft Ld. Las Olas Marina			\$114	
<b>Total Gross Sales</b>			\$1,461	
Sales Tax %: 6			\$88	
<b>Total Net Sales</b>			\$1,373	
Commiss. %: 33			\$453	

# Gilly Vending, Inc.

## Vending Machine Report

Rep-102

City of Ft Lauderdale

Period month/year: 7 / 2009

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$21	7/2009
3267	Soda	2nd floor	\$24	
Total City of Fort Laud Parking			\$45	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$174	7/2009
4261	Soda	Vending Room	\$177	
Total City of Ft Laud Bldg Services			\$352	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$14	7/2009.
Total City of Ft Laud. Dockmaster			\$14	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$242	7/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$204	
6283	Snack	8th floor	\$221	
Total City of Ft Lauderdale. City Hall			\$668	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$34	7/2009
Total City of Ft Ld Cooley's Landing			\$34	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$8	7/2009
Total City of Ft Ld Exec Airport Adm			\$8	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$32	7/2009
3593	Soda	Main Entrance	\$52	
Total City of Ft Ld. Las Olas Marina			\$84	
<b>Total Gross Sales</b>			\$1,205	
Sales Tax %: 6			\$72	
<b>Total Net Sales</b>			\$1,132	
Commiss. %: 33			\$374	

Tuesday, August 11, 2009

Rep-102

Page 1 of 1

**Gilly Vending, Inc.**

Rep-102

**Vending Machine Report****City of Ft Lauderdale**

Period month/year: 8 / 2009

Machine #	Type	Location	Gross Sales
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**City of Fort Laud Parking**

2584	Snack	2nd floor, breakroom	\$25	8/2009
3267	Soda	2nd floor	\$43	
Total City of Fort Laud Parking			\$69	

**City of Ft Laud Bldg Services**

2560	Snack	Vending Area	\$191	8/2009
4261	Soda	Vending Room	\$293	
Total City of Ft Laud Bldg Services			\$484	

**City of Ft Laud. Dockmaster**

2555	Soda	Office	\$16	8/2009
Total City of Ft Laud. Dockmaster			\$16	

**City of Ft Lauderdale. City Hall**

1596	Soda	8th floor	\$263	8/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$232	
6283	Snack	8th floor	\$235	
Total City of Ft Lauderdale. City Hall			\$730	

**City of Ft Ld Cooley's Landing**

3599	Soda	--	\$33	8/2009
Total City of Ft Ld Cooley's Landing			\$33	

**City of Ft Ld Exec Airport Adm**

5158	Soda	Entrance	\$12	8/2009
Total City of Ft Ld Exec Airport Adm			\$12	

**City of Ft Ld. Las Olas Marina**

3415	Soda	Laundry Room	\$35	8/2009
3593	Soda	Main Entrance	\$30	
Total City of Ft Ld. Las Olas Marina			\$64	

<b>Total Gross Sales</b>	\$1,408
Sales Tax %: 6	\$84
<b>Total Net Sales</b>	\$1,324
Commiss. %: 33	\$437

# Gilly Vending, Inc.

Rep-102

## Vending Machine Report

City of Ft Lauderdale

Period month/year: 9 | 2009

Machine #	Type	Location	Gross Sales
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### City of Fort Laud Parking

2584	Snack	2nd floor, breakroom	\$16	9/2009
3267	Soda	2nd floor	\$34	
Total City of Fort Laud Parking			\$49	

### City of Ft Laud Bldg Services

2560	Snack	Vending Area	\$144	9/2009
4261	Soda	Vending Room	\$185	
Total City of Ft Laud Bldg Services			\$329	

### City of Ft Laud. Dockmaster

2555	Soda	Office	\$11	9/2009
Total City of Ft Laud. Dockmaster			\$11	

### City of Ft Lauderdale. City Hall

1596	Soda	8th floor	\$206	9/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$236	
6283	Snack	8th floor	\$207	
Total City of Ft Lauderdale. City Hall			\$649	

### City of Ft Ld Cooley's Landing

3599	Soda	--	\$42	9/2009
Total City of Ft Ld Cooley's Landing			\$42	

### City of Ft Ld Exec Airport Adm

5158	Soda	Entrance	\$11	9/2009
Total City of Ft Ld Exec Airport Adm			\$11	

### City of Ft Ld. Las Olas Marina

3415	Soda	Laundry Room	\$28	9/2009
3593	Soda	Main Entrance	\$21	
Total City of Ft Ld. Las Olas Marina			\$50	

### Cty of Ft Lauderdale - Ice Cre

5474	Ice Cream	City Hall	\$30	9/2009
Total City of Ft Lauderdale - Ice Cre			\$30	

<b>Total Gross Sales</b>	\$1,171
Sales Tax %: .6	\$70
<b>Total Net Sales</b>	\$1,101
Commiss. %: 33	\$363

**Gilly Vending, Inc.**

Rep-102

**Vending Machine Report****City of Ft Lauderdale**

Period month/year: 10 | 2009

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$15	10/2009
3267	Soda	2nd floor	\$31	
Total City of Fort Laud Parking			\$46	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$172	10/2009
4261	Soda	Vending Room	\$208	
Total City of Ft Laud Bldg Services			\$380	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$12	10/2009
Total City of Ft Laud. Dockmaster			\$12	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$185	10/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$272	
6283	Snack	8th floor	\$182	
Total City of Ft Lauderdale. City Hall			\$639	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$13	10/2009
Total City of Ft Ld Cooley's Landing			\$13	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$22	10/2009
Total City of Ft Ld Exec Airport Adm			\$22	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$16	10/2009
3593	Soda	Main Entrance	\$29	
Total City of Ft Ld. Las Olas Marina			\$45	
<b>City of Ft Lauderdale - Ice Cre</b>				
5474	Ice Cream	City Hall	\$28	10/2009
Total City of Ft Lauderdale - Ice Cre			\$28	
<b>Total Gross Sales</b>			\$1,186	
Sales Tax %: 6			\$71	
<b>Total Net Sales</b>			\$1,115	
Commiss. %: 33			\$368	

# Gilly Vending, Inc.

## Vending Machine Report

City of Ft Lauderdale

Period month/year: 11 | 2009

Machine #	Type	Location	Gross Sales
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**City of Fort Laud Parking**

2584	Snack	2nd floor, breakroom	\$14	11/2009
3267	Soda	2nd floor	\$23	
Total City of Fort Laud Parking			\$38	

**City of Ft Laud Bldg Services**

2560	Snack	Vending Area	\$149	11/2009
4261	Soda	Vending Room	\$199	
Total City of Ft Laud Bldg Services			\$348	

**City of Ft Laud. Dockmaster**

2555	Soda	Office	\$11	11/2009
Total City of Ft Laud. Dockmaster			\$11	

**City of Ft Lauderdale. City Hall**

1596	Soda	8th floor	\$217	11/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$273	
6283	Snack	8th floor	\$184	
Total City of Ft Lauderdale. City Hall			\$675	

**City of Ft Ld Cooley's Landing**

3599	Soda	--	\$30	11/2009
Total City of Ft Ld Cooley's Landing			\$30	

**City of Ft Ld Exec Airport Adm**

5158	Soda	Entrance	\$38	11/2009
Total City of Ft Ld Exec Airport Adm			\$38	

**City of Ft Ld. Las Olas Marina**

3415	Soda	Laundry Room	\$61	11/2009
3593	Soda	Main Entrance	\$26	
Total City of Ft Ld. Las Olas Marina			\$87	

<b>Total Gross Sales</b>	\$1,227
Sales Tax %: 6	\$74
<b>Total Net Sales</b>	\$1,154
Commiss. %: 34	\$392

**Gilly Vending, Inc.**

Rep-102

**Vending Machine Report****City of Ft Lauderdale**

Period month/year: 12 | 2009

Machine #	Type	Location	Gross Sales
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**City of Fort Laud Parking**

2584	Snack	2nd floor, breakroom	\$12	12/2009
3267	Soda	2nd floor	\$23	
Total City of Fort Laud Parking			\$35	

**City of Ft Laud Bldg Services**

2560	Snack	Vending Area	\$125	12/2009
4261	Soda	Vending Room	\$148	
Total City of Ft Laud Bldg Services			\$273	

**City of Ft Laud. Dockmaster**

2555	Soda	Office	\$28	12/2009
Total City of Ft Laud. Dockmaster			\$28	

**City of Ft Lauderdale. City Hall**

1596	Soda	8th floor	\$185	12/2009
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$211	
6283	Snack	8th floor	\$138	
Total City of Ft Lauderdale. City Hall			\$534	

**City of Ft Ld Cooley's Landing**

3599	Soda	--	\$54	12/2009
Total City of Ft Ld Cooley's Landing			\$54	

**City of Ft Ld Exec Airport Adm**

5158	Soda	Entrance	\$15	12/2009
Total City of Ft Ld Exec Airport Adm			\$15	

**City of Ft Ld. Las Olas Marina**

3415	Soda	Laundry Room	\$22	12/2009
3593	Soda	Main Entrance	\$41	
Total City of Ft Ld. Las Olas Marina			\$63	

**City of Ft Lauderdale - Ice Cre**

5474	Ice Cream	City Hall	\$146	12/2009
Total City of Ft Lauderdale - Ice Cre			\$146	

<b>Total Gross Sales</b>	\$1,147
Sales Tax %: 6	\$69
<b>Total Net Sales</b>	\$1,078
Commiss. %: 33	\$356

**Gilly Vending, Inc.**

Rep-102

**Vending Machine Report****City of Ft Lauderdale**

Period month/year: 1 / 2010

Machine #	Type	Location	Gross Sales
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**City of Fort Laud Parking**

2584	Snack	2nd floor, breakroom	\$19	1/2010
3267	Soda	2nd floor	\$26	
Total City of Fort Laud Parking			\$45	

**City of Ft Laud Bldg Services**

2560	Snack	Vending Area	\$93	1/2010
4261	Soda	Vending Room	\$110	
Total City of Ft Laud Bldg Services			\$203	

**City of Ft Laud. Dockmaster**

2555	Soda	Office	\$4	1/2010
Total City of Ft Laud. Dockmaster			\$4	

**City of Ft Lauderdale. City Hall**

1596	Soda	8th floor	\$157	1/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$135	
6283	Snack	8th floor	\$108	
Total City of Ft Lauderdale. City Hall			\$399	

**City of Ft Ld Cooley's Landing**

3599	Soda	--	\$12	1/2010
Total City of Ft Ld Cooley's Landing			\$12	

**City of Ft Ld Exec Airport Adm**

5158	Soda	Entrance	\$6	1/2010
Total City of Ft Ld Exec Airport Adm			\$6	

**City of Ft Ld. Las Olas Marina**

3415	Soda	Laundry Room	\$16	1/2010
3593	Soda	Main Entrance	\$11	
Total City of Ft Ld. Las Olas Marina			\$27	

<b>Total Gross Sales</b>	\$697
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Sales Tax %: 6	\$42
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<b>Total Net Sales</b>	\$655
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Commiss. %: 33	\$216
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Rep-102

# Gilly Vending, Inc.

## Vending Machine Report

**City of Ft Lauderdale**

Period month/year: 2 / 2010

Machine #	Type	Location	Gross Sales	
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**City of Fort Laud Parking**

2584	Snack	2nd floor, breakroom	\$26	2/2010
3267	Soda	2nd floor	\$20	
Total City of Fort Laud Parking			\$46	

**City of Ft Laud Bldg Services**

2560	Snack	Vending Area	\$161	2/2010
4261	Soda	Vending Room	\$192	
Total City of Ft Laud Bldg Services			\$353	

**City of Ft Laud. Dockmaster**

2555	Soda	Office	\$14	2/2010
Total City of Ft Laud. Dockmaster			\$14	

**City of Ft Lauderdale. City Hall**

1596	Soda	8th floor	\$174	2/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$239	
6283	Snack	8th floor	\$192	
Total City of Ft Lauderdale. City Hall			\$604	

**City of Ft Ld Cooley's Landing**

3599	Soda	--	\$34	2/2010
Total City of Ft Ld Cooley's Landing			\$34	

**City of Ft Ld Exec Airport Adm**

5158	Soda	Entrance	\$13	2/2010
Total City of Ft Ld Exec Airport Adm			\$13	

**City of Ft Ld. Las Olas Marina**

3415	Soda	Laundry Room	\$31	2/2010
3593	Soda	Main Entrance	\$40	
Total City of Ft Ld. Las Olas Marina			\$70	

<b>Total Gross Sales</b>	\$1,134
Sales Tax %: 6	\$68
<b>Total Net Sales</b>	\$1,066
Commiss. %: 33	\$352

Rep-102

**Vending, Inc.**

**Vending Machine Report**

**City of Ft Lauderdale**

month/year: 3 / 2010

Type	Location	Gross Sales	
<b>City of Ft Lauderdale Parking</b>			
Snack	2nd floor, breakroom	\$17	3/2010
Soda	2nd floor	\$43	
Total City of Fort Laud Parking		\$60	
<b>City of Ft Laud Bldg Services</b>			
2560	Snack Vending Area	\$224	3/2010
4261	Soda Vending Room	\$216	
Total City of Ft Laud Bldg Services		\$439	
<b>City of Ft Laud. Dockmaster</b>			
2555	Soda Office	\$5	3/2010
Total City of Ft Laud. Dockmaster		\$5	
<b>City of Ft Lauderdale. City Hall</b>			
1596	Soda 8th floor	\$233	3/2010
3476	Food 8th floor/6283	\$0	
5580	Soda 8th floor	\$303	
6283	Snack 8th floor	\$280	
Total City of Ft Lauderdale. City Hall		\$816	
<b>City of Ft Ld Cooley's Landing</b>			
3599	Soda --	\$29	3/2010
Total City of Ft Ld Cooley's Landing		\$29	
<b>City of Ft Ld Exec Airport Adm</b>			
5158	Soda Entrance	\$8	3/2010
Total City of Ft Ld Exec Airport Adm		\$8	
<b>City of Ft Ld. Las Olas Marina</b>			
3415	Soda Laundry Room	\$31	3/2010
3593	Soda Main Entrance	\$44	
Total City of Ft Ld. Las Olas Marina		\$75	
<b>Total Gross Sales</b>		\$1,433	
Sales Tax %: 6		\$86	
<b>Total Net Sales</b>		\$1,347	
Commiss. %: 33		\$445	

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**Gilly Vending, Inc.**

**Vending Machine Report**

**City of Ft Lauderdale**

Period month/year: 4 | 2010

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$10	4/2010
3267	Soda	2nd floor	\$32	
Total City of Fort Laud Parking			\$43	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$186	4/2010
4261	Soda	Vending Room	\$189	
Total City of Ft Laud Bldg Services			\$374	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$17	4/2010
Total City of Ft Laud. Dockmaster			\$17	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$235	4/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$263	
6283	Snack	8th floor	\$238	
Total City of Ft Lauderdale. City Hall			\$736	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$31	4/2010
Total City of Ft Ld Cooley's Landing			\$31	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$8	4/2010
Total City of Ft Ld Exec Airport Adm			\$8	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$15	4/2010
3593	Soda	Main Entrance	\$34	
Total City of Ft Ld. Las Olas Marina			\$50	
<b>City of Ft Lauderdale - Ice Cre</b>				
5474	Ice Cream	City Hall	\$54	4/2010
Total City of Ft Lauderdale - Ice Cre			\$54	
<b>Total Gross Sales</b>			\$1,312	
Sales Tax %: 6			\$79	
<b>Total Net Sales</b>			\$1,234	
Commiss. %: 33			\$407	

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# Gilly Vending, Inc.

## Vending Machine Report

City of Ft Lauderdale

Period month/year: 5 / 2010

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$19	5/2010
3267	Soda	2nd floor	\$30	
Total City of Fort Laud Parking			\$48	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$224	5/2010
4261	Soda	Vending Room	\$287	
Total City of Ft Laud Bldg Services			\$511	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$11	5/2010
Total City of Ft Laud. Dockmaster			\$11	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$234	5/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$339	
6283	Snack	8th floor	\$288	
Total City of Ft Lauderdale. City Hall			\$861	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$42	5/2010
Total City of Ft Ld Cooley's Landing			\$42	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$18	5/2010
Total City of Ft Ld Exec Airport Adm			\$18	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$26	5/2010
3593	Soda	Main Entrance	\$63	
Total City of Ft Ld. Las Olas Marina			\$89	
<b>Total Gross Sales</b>			\$1,580	
Sales Tax %: 6			\$95	
<b>Total Net Sales</b>			\$1,485	
Commiss. %: 18			\$267	

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# Gilly Vending, Inc.

## Vending Machine Report

City of Ft Lauderdale

Period month/year: 6 / 2010

Machine #	Type	Location	Gross Sales	
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**City of Fort Laud Parking**

2584	Snack	2nd floor, breakroom	\$38	6/2010
3267	Soda	2nd floor	\$23	
Total City of Fort Laud Parking			\$61	

**City of Ft Laud Bldg Services**

2560	Snack	Vending Area	\$188	6/2010
4261	Soda	Vending Room	\$267	
Total City of Ft Laud Bldg Services			\$454	

**City of Ft Laud. Dockmaster**

2555	Soda	Office	\$14	6/2010
Total City of Ft Laud. Dockmaster			\$14	

**City of Ft Lauderdale. City Hall**

1596	Soda	8th floor	\$179	6/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$262	
6283	Snack	8th floor	\$274	
Total City of Ft Lauderdale. City Hall			\$715	

**City of Ft Ld Cooley's Landing**

3599	Soda	--	\$36	6/2010
Total City of Ft Ld Cooley's Landing			\$36	

**City of Ft Ld Exec Airport Adm**

5158	Soda	Entrance	\$5	6/2010
Total City of Ft Ld Exec Airport Adm			\$5	

**City of Ft Ld. Las Olas Marina**

3415	Soda	Laundry Room	\$18	6/2010
3593	Soda	Main Entrance	\$48	
Total City of Ft Ld. Las Olas Marina			\$66	

<b>Total Gross Sales</b>	\$1,351
Sales Tax %: 6	\$81
<b>Total Net Sales</b>	\$1,270
Commiss. %: 33	\$419

# Gilly Vending, Inc.

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## Vending Machine Report

City of Ft Lauderdale

Period month/year: 8 / 2010

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$47	8/2010
3267	Soda	2nd floor	\$56	
Total City of Fort Laud Parking			\$102	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$229	8/2010
4261	Soda	Vending Room	\$209	
Total City of Ft Laud Bldg Services			\$438	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$9	8/2010
Total City of Ft Laud. Dockmaster			\$9	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$226	8/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$266	
6283	Snack	8th floor	\$282	
Total City of Ft Lauderdale. City Hall			\$774	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$38	8/2010
Total City of Ft Ld Cooley's Landing			\$38	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$79	8/2010
Total City of Ft Ld Exec Airport Adm			\$79	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$22	8/2010
3593	Soda	Main Entrance	\$26	
Total City of Ft Ld. Las Olas Marina			\$47	
<b>Cty of Ft Lauderdale - Ice Cre</b>				
5474	Ice Cream	City Hall	\$3	8/2010
Total Cty of Ft Lauderdale - Ice Cre			\$3	
<b>Total Gross Sales</b>			\$1,490	
Sales Tax %: 6			\$89	
<b>Total Net Sales</b>			\$1,401	
Commiss. %: 33			\$462	

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# Gilly Vending, Inc.

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## Vending Machine Report

City of Ft Lauderdale

Period month/year: 9 | 2010

Machine #	Type	Location	Gross Sales
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### City of Fort Laud Parking

2584	Snack	2nd floor, breakroom	\$24	9/2010
3267	Soda	2nd floor	\$23	
Total City of Fort Laud Parking			\$47	

### City of Ft Laud Bldg Services

2560	Snack	Vending Area	\$195	9/2010
4261	Soda	Vending Room	\$222	
Total City of Ft Laud Bldg Services			\$418	

### City of Ft Laud. Dockmaster

2555	Soda	Office	\$12	9/2010
Total City of Ft Laud. Dockmaster			\$12	

### City of Ft Lauderdale. City Hall

1596	Soda	8th floor	\$169	9/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$281	
6283	Snack	8th floor	\$253	
Total City of Ft Lauderdale. City Hall			\$703	

### City of Ft Ld Cooley's Landing

3599	Soda	--	\$67	9/2010
Total City of Ft Ld Cooley's Landing			\$67	

### City of Ft Ld Exec Airport Adm

5158	Soda	Entrance	\$15	9/2010
Total City of Ft Ld Exec Airport Adm			\$15	

### City of Ft Ld. Las Olas Marina

3415	Soda	Laundry Room	\$22	9/2010
3593	Soda	Main Entrance	\$75	
Total City of Ft Ld. Las Olas Marina			\$97	

<b>Total Gross Sales</b>	\$1,358
Sales Tax %: 6	\$81
<b>Total Net Sales</b>	\$1,277
Commiss. %: 33	\$421

**Gilly Vending, Inc.**

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**Vending Machine Report****City of Ft Lauderdale**

Period month/year: 10 | 2010

Machine #	Type	Location	Gross Sales
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**City of Fort Laud Parking**

2584	Snack	2nd floor, breakroom	\$26	10/2010
3267	Soda	2nd floor	\$36	
Total City of Fort Laud Parking			\$62	

**City of Ft Laud Bldg Services**

2560	Snack	Vending Area	\$188	10/2010
4261	Soda	Vending Room	\$205	
Total City of Ft Laud Bldg Services			\$393	

**City of Ft Laud. Dockmaster**

2555	Soda	Office	\$8	10/2010
Total City of Ft Laud. Dockmaster			\$8	

**City of Ft Lauderdale. City Hall**

1596	Soda	8th floor	\$187	10/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$241	
6283	Snack	8th floor	\$254	
Total City of Ft Lauderdale. City Hall			\$682	

**City of Ft Ld Cooley's Landing**

3599	Soda	--	\$18	10/2010
Total City of Ft Ld Cooley's Landing			\$18	

**City of Ft Ld Exec Airport Adm**

5158	Soda	Entrance	\$39	10/2010
Total City of Ft Ld Exec Airport Adm			\$39	

**City of Ft Ld. Las Olas Marina**

3415	Soda	Laundry Room	\$16	10/2010
3593	Soda	Main Entrance	\$22	
Total City of Ft Ld. Las Olas Marina			\$38	

**Cty of Ft Lauderdale - Ice Cre**

5474	Ice Cream	City Hall	\$11	10/2010
Total Cty of Ft Lauderdale - Ice Cre			\$11	

<b>Total Gross Sales</b>	\$1,251
Sales Tax %: 6	\$75
<b>Total Net Sales</b>	\$1,176
Commiss. %: 33	\$388

**Gilly Vending, Inc.**

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**Vending Machine Report****City of Ft Lauderdale**

Period month/year: 11 / 2010

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$15	11/2010
3267	Soda	2nd floor	\$13	
Total City of Fort Laud Parking			\$28	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$181	11/2010
4261	Soda	Vending Room	\$208	
Total City of Ft Laud Bldg Services			\$388	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$15	11/2010
Total City of Ft Laud. Dockmaster			\$15	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$182	11/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$199	
6283	Snack	8th floor	\$212	
Total City of Ft Lauderdale. City Hall			\$592	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$27	11/2010
Total City of Ft Ld Cooley's Landing			\$27	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$7	11/2010
Total City of Ft Ld Exec Airport Adm			\$7	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$24	11/2010
3593	Soda	Main Entrance	\$48	
Total City of Ft Ld. Las Olas Marina			\$72	
<b>Total Gross Sales</b>			\$1,129	
Sales Tax %: 6			\$68	
<b>Total Net Sales</b>			\$1,061	
Commiss. %: 33			\$350	

**Gilly Vending, Inc.**

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**Vending Machine Report****City of Ft Lauderdale****Period month/year: 12 | 2010**

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$8	12/2010
3267	Soda	2nd floor	\$23	
Total City of Fort Laud Parking			\$31	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$108	12/2010
4261	Soda	Vending Room	\$145	
Total City of Ft Laud Bldg Services			\$253	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$14	12/2010
Total City of Ft Laud. Dockmaster			\$14	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$92	12/2010
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$201	
6283	Snack	8th floor	\$167	
Total City of Ft Lauderdale. City Hall			\$459	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$27	12/2010
Total City of Ft Ld Cooley's Landing			\$27	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$22	12/2010
Total City of Ft Ld Exec Airport Adm			\$22	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$27	12/2010
3593	Soda	Main Entrance	\$43	
Total City of Ft Ld. Las Olas Marina			\$70	
<b>City of Ft Lauderdale - Ice Cre</b>				
5474	Ice Cream	City Hall	\$4	12/2010
Total City of Ft Lauderdale - Ice Cre			\$4	
<b>Total Gross Sales</b>			\$880	
Sales Tax %: 7			\$62	
<b>Total Net Sales</b>			\$818	
Commiss. %: 33			\$270	

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**Gilly Vending, Inc.****Vending Machine Report****City of Ft Lauderdale**

Period month/year: 01 | 2011

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$16	1/2011
3267	Soda	2nd floor	\$11	
Total City of Fort Laud Parking			\$27	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$123	1/2011
4261	Soda	Vending Room	\$121	
Total City of Ft Laud Bldg Services			\$244	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$11	1/2011
Total City of Ft Laud. Dockmaster			\$11	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$101	1/2011
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$134	
6283	Snack	8th floor	\$161	
Total City of Ft Lauderdale. City Hall			\$395	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$22	1/2011
Total City of Ft Ld Cooley's Landing			\$22	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$22	1/2011
Total City of Ft Ld Exec Airport Adm			\$22	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$28	1/2011
3593	Soda	Main Entrance	\$29	
Total City of Ft Ld. Las Olas Marina			\$57	
<b>Total Gross Sales</b>			\$777	
Sales Tax %: 6			\$47	
<b>Total Net Sales</b>			\$731	
Commiss. %: 33			\$241	

**Gilly Vending, Inc.**

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**Vending Machine Report****City of Ft Lauderdale**

Period month/year: 02 | 2011

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$5	2/2011
3267	Soda	2nd floor	\$6	
Total City of Fort Laud Parking			\$11	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$183	2/2011
4261	Soda	Vending Room	\$159	
Total City of Ft Laud Bldg Services			\$342	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$8	2/2011
Total City of Ft Laud. Dockmaster			\$8	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$149	2/2011
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$240	
6283	Snack	8th floor	\$212	
Total City of Ft Lauderdale. City Hall			\$601	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$57	2/2011
Total City of Ft Ld Cooley's Landing			\$57	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$8	2/2011
Total City of Ft Ld Exec Airport Adm			\$8	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$21	2/2011
3593	Soda	Main Entrance	\$35	
Total City of Ft Ld. Las Olas Marina			\$56	
<b>Total Gross Sales</b>			\$1,082	
Sales Tax %: 6			\$65	
<b>Total Net Sales</b>			\$1,017	
Commiss. %: 33			\$336	

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**Gilly Vending, Inc.****Vending Machine Report****City of Ft Lauderdale**

Period month/year: 03 | 2011

Machine #	Type	Location	Gross Sales
<b>City of Fort Laud Parking</b>			
2584	Snack	2nd floor, breakroom	\$29
3267	Soda	2nd floor	\$39
Total City of Fort Laud Parking			\$68
<b>City of Ft Laud Bldg Services</b>			
2560	Snack	Vending Area	\$231
4261	Soda	Vending Room	\$254
Total City of Ft Laud Bldg Services			\$484
<b>City of Ft Laud. Dockmaster</b>			
2555	Soda	Office	\$14
Total City of Ft Laud. Dockmaster			\$14
<b>City of Ft Lauderdale. City Hall</b>			
1596	Soda	8th floor	\$169
3476	Food	8th floor/6283	\$0
5580	Soda	8th floor	\$297
6283	Snack	8th floor	\$293
Total City of Ft Lauderdale. City Hall			\$759
<b>City of Ft Ld Cooley's Landing</b>			
3599	Soda	--	\$79
Total City of Ft Ld Cooley's Landing			\$79
<b>City of Ft Ld Exec Airport Adm</b>			
5158	Soda	Entrance	\$18
Total City of Ft Ld Exec Airport Adm			\$18
<b>City of Ft Ld. Las Olas Marina</b>			
3415	Soda	Laundry Room	\$55
3593	Soda	Main Entrance	\$66
Total City of Ft Ld. Las Olas Marina			\$120
<b>City of Ft Lauderdale - Ice Cre</b>			
5474	Ice Cream	City Hall	\$12
Total City of Ft Lauderdale - Ice Cre			\$12
<b>Total Gross Sales</b>			<b>\$1,555</b>
Sales Tax %: 6			\$93
<b>Total Net Sales</b>			<b>\$1,462</b>
Commiss. %: 33			\$482

# Gilly Vending, Inc.

## Vending Machine Report

## City of Ft Lauderdale

Period month/year: 4 / 2011

Machine #	Type	Location	Gross Sales	
<b>City of Fort Laud Parking</b>				
2584	Snack	2nd floor, breakroom	\$16	4/2011
3267	Soda	2nd floor	\$31	
Total City of Fort Laud Parking			\$47	
<b>City of Ft Laud Bldg Services</b>				
2560	Snack	Vending Area	\$215	4/2011
4261	Soda	Vending Room	\$195	
Total City of Ft Laud Bldg Services			\$409	
<b>City of Ft Laud. Dockmaster</b>				
2555	Soda	Office	\$7	4/2011
Total City of Ft Laud. Dockmaster			\$7	
<b>City of Ft Lauderdale. City Hall</b>				
1596	Soda	8th floor	\$136	4/2011
1672	Misc	8th floor	\$0	
3476	Food	8th floor/6283	\$0	
5580	Soda	8th floor	\$233	
6283	Snack	8th floor	\$202	
Total City of Ft Lauderdale. City Hall			\$572	
<b>City of Ft Ld Cooley's Landing</b>				
3599	Soda	--	\$27	4/2011
Total City of Ft Ld Cooley's Landing			\$27	
<b>City of Ft Ld Exec Airport Adm</b>				
5158	Soda	Entrance	\$15	4/2011
Total City of Ft Ld Exec Airport Adm			\$15	
<b>City of Ft Ld. Las Olas Marina</b>				
3415	Soda	Laundry Room	\$44	4/2011
3593	Soda	Main Entrance	\$55	
Total City of Ft Ld. Las Olas Marina			\$98	
<b>City of Ft Lauderdale - Ice Cre</b>				
5474	Ice Cream	City Hall	\$22	4/2011
Total City of Ft Lauderdale - Ice Cre			\$22	

<b>Total Gross Sales</b>	\$1,196
Sales Tax %: 6	\$72
<b>Total Net Sales</b>	\$1,124
Commiss. %: 33	\$371

## Question and Answers for Bid #735-11068 - Vending Machine Services (Healthy Vending)

### OVERALL BID QUESTIONS

#### Question 1

Can you please provide a copy of the most currently monthly and annual commissions reports, specifying the location of equipment, gross sales per machine and commissions per machines paid by vendor for the past three years? (Submitted: Aug 24, 2012 9:42:29 AM EDT)

#### Answer

- Vending 3 years totals attached. (Answered: Aug 30, 2012 3:24:38 PM EDT)

#### Question 2

Can you please provide the current rate of commission received? (Submitted: Aug 24, 2012 9:43:04 AM EDT)

#### Answer

- There are three contracts with different commission rates. Two at twenty five (25) percent and one at thirty three (33) percent. (Answered: Aug 27, 2012 1:44:36 PM EDT)

#### Question 3

In development of this Bid , what source survey data were used with regard to market viability on exclusive Healthy snack selection by Venue? (Submitted: Aug 29, 2012 10:22:37 AM EDT)

#### Answer

- No specific source survey data was used. (Answered: Aug 29, 2012 1:37:10 PM EDT)

#### Question 4

Were product survey requests initiated internally to end users? (Submitted: Aug 29, 2012 10:23:43 AM EDT)

#### Answer

- No (Answered: Aug 29, 2012 1:35:27 PM EDT)

#### Question 5

Considering the Large Cap investment for BidProject as described, are product requirements negotiable as to include a more proven National consumer Brand set outside of Nutritional guideline mandate? (Submitted: Aug 29, 2012 10:25:43 AM EDT)

#### Answer

- Products offered must meet healthy requirements per bid specs. (Answered: Aug 29, 2012 1:36:08 PM EDT)

#### Question 6

In consideration of Risk/Cap investment required would the "Term" of agreement be negotiable? (Submitted: Aug 29, 2012 10:27:05 AM EDT)

#### Answer

- City policy is not to contract for more than 4 years total. (Answered: Aug 29, 2012 1:38:01 PM EDT)

#### Question 7

What are the current annual sales revenues by machine , by location? (Submitted: Aug 29, 2012 10:28:42 AM EDT)

#### Answer

- Vending 3 years totals attached. (Answered: Aug 30, 2012 3:24:38 PM EDT)

#### Question 8

To protect the capital investment required, will the city consider a minimum volume through-put to cover investment costs? (Submitted: Aug 29, 2012 10:29:46 AM EDT)

#### Answer

- No (Answered: Aug 29, 2012 1:38:51 PM EDT)

#### Question 9

Once contracted, why would the City consider not retaining the awarded Bidder to exclusive service for similar services?

Item 10.Special Conditions NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES. (Submitted: Aug 29, 2012 10:33:31 AM EDT)

#### Answer

- This clause is in every City contract and is considered to be in the best interest of the City. (Answered: Aug 29, 2012 1:39:37 PM EDT)

#### Question 10

Will the city Consider a longer first term contract? this would facilitate the ability to secure better/newer equipment. (Submitted: Sep 6, 2012 6:20:21 PM EDT)

#### Answer

- Not at this time. (Answered: Sep 7, 2012 7:34:30 AM EDT)

#### Question 11

Part III #06 contract says that renewals are to be approved by the city. Would this be the city manager or the city commission? (Submitted: Sep 6, 2012 6:20:45 PM EDT)

**Answer**

- That will depend on the amount of revenue generated by the contract. (Answered: Sep 7, 2012 7:34:30 AM EDT)

**Question 12**

Part III #10 Specifies that this contract is not exclusive. Does the city have any plans to establish any other kind of vending? (Submitted: Sep 6, 2012 6:21:05 PM EDT)

**Answer**

- Not at this time. (Answered: Sep 7, 2012 7:40:56 AM EDT)

**Question 13**

Part III # 24 A. The monthly fee is insufficient based on Contractor gross sales. Does this mean that the city can force the vendor to increase its commission to the city. Could you please explain.

If so what if the vendor does not agree? (Submitted: Sep 6, 2012 6:21:36 PM EDT)

**Answer**

- All City standard contract language contain such provisions refer to Part II, Section 07 (Answered: Sep 7, 2012 1:53:16 PM EDT)

**Question 14**

Part III # 24 C. City operating and maintenance costs change. Does this mean that if the city feels it needs to increase revenue it may ask the vendor to increase the commission?

If so what if the vendor does not agree? (Submitted: Sep 6, 2012 6:22:43 PM EDT)

**Answer**

- All City standard contract language contain such provisions refer to Part II, Section 07 (Answered: Sep 7, 2012 1:53:56 PM EDT)

**Question 15**

Part V Different categories with different values #4, 25% / #5 30%

Since both of these categories refer to numerical values, inversely related, what formula would be used to calculate the score? (Submitted: Sep 6, 2012 6:23:08 PM EDT)

**Answer**

- As stated the overall sales prices will be given a weight factor with a maximum of 25% and commission amount will be given a weight factor up to 30%. (Answered: Sep 7, 2012 1:49:08 PM EDT)

**Question 16**

Part IV #15 mentions coffee with sweeteners. Will artificial sweeteners like splenda or truiva be acceptable?

(Submitted: Sep 6, 2012 6:23:29 PM EDT)

**Answer**

- Any all natural sweetener is acceptable. (Answered: Sep 7, 2012 1:49:58 PM EDT)

**Question 17**

Part IV #15 mentions a Pepsi and Coke Machine. Will items like carbonated beverages with sugar instead of HFCS be acceptable?

How about with artificial sweeteners? (Submitted: Sep 6, 2012 6:24:15 PM EDT)

**Answer**

- Listed in the RFP are "current" configurations to be replaced with all natural options. (Answered: Sep 7, 2012 1:50:43 PM EDT)

**Question 18**

Part IV #15 is the change machine a requirement; will it have any value on the offer? With today's equipment this should not be needed because machines can accept multiple currency values and provide change. (Submitted: Sep 6, 2012 6:24:39 PM EDT)

**Answer**

- Listed is the current configuration. Lack of a change machine due to a variety of payment options could be considered. (Answered: Sep 7, 2012 1:51:33 PM EDT)

**Question 19**

The contract also mentions that the items have to be healthy. Can you define healthy as per city terms? (Submitted: Sep 6, 2012 6:25:12 PM EDT)

**Answer**

- Healthy for this contract is defined as products which contain only "all natural ingredients" detailed in Part IV 01. (Answered: Sep 7, 2012 1:52:20 PM EDT)

**Question 20**

Can you provide guidelines to the healthy items? E.G. Proportion of Fat, saturated Fat, sugar, amount of Sodium and Vitamins? (Submitted: Sep 6, 2012 6:25:32 PM EDT)

**Answer**

- We don't have proportional guidelines. Healthy items are to have all natural ingredients. (Answered: Sep 10, 2012 9:31:34 AM EDT)

**Question 21**

Does the content of the machine have to be 100% healthy or will this just be a minimum proportion split of the options available? (E.G. 50% healthy, 50% Regular) (Submitted: Sep 6, 2012 6:25:49 PM EDT)

**Answer**

- Yes 100% healthy. (Answered: Sep 7, 2012 1:54:33 PM EDT)

**Question 22**

What happens if the awarded Vendor does not comply with the product *all natural*/*Healthy* requirements? And if the vendor continues to violate this part of the contract? Would the vendor be defaulted after a third instance of this kind of contract violation? (Submitted: Sep 6, 2012 6:26:07 PM EDT)

**Answer**

- If the Vendor does not comply with the contract requirements, they would be in default. (Answered: Sep 7, 2012 1:55:19 PM EDT)

**Question 23**

Has any vending company, other than the ones currently awarded by city, contacted city staff, city commission, or city mayor in the twelve month preceding the release of this RFP? If so which company? (Submitted: Sep 6, 2012 6:26:23 PM EDT)

**Answer**

- No (Answered: Sep 7, 2012 1:56:09 PM EDT)

**Question 24**

Since no new documents were added due to addendum #2 to this RFP, and we already sealed our Bid, do we need to open it and add this "addendum #2" to the bid response and reseal the RFP? Would our bid be consider not responsive if we submit it without the addendum #2?

thx. (Submitted: Sep 18, 2012 11:21:17 AM EDT)

**Answer**

- No need to open since all that changed was the date. Will not be considered non-responsive for this reason. (Answered: Sep 18, 2012 11:37:35 AM EDT)

**Question 25**

was the current vendor for city hall and the marina's terminated before joining together all the bids, because that bid was awarded not to long ago. i believe the vendor was Gilly, are they still in good standing with the city (Submitted: Sep 19, 2012 10:27:31 PM EDT)

**Answer**

- No the contract was not terminated and Gilly Vending is in good standing. (Answered: Sep 20, 2012 2:16:08 PM EDT)

**Question 26**

was the current vendor for city hall and the marina's terminated before joining together all the bids, because that bid was awarded not to long ago. i believe the vendor was Gilly, are they still in good standing with the city (Submitted: Sep 19, 2012 10:27:38 PM EDT)

**Answer**

- No the contract was not terminated and Gilly Vending is in good standing. (Answered: Sep 20, 2012 2:16:08 PM EDT)