

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered: 7/1/11 – 6/30/13	Contract No.: 712-10738	Master Blanket: N/A
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Awarded Vendor:

Gilly Vending, Inc.
990 NW 166 Street
Miami, FL 33169

Delivery: Immediately
Payment Terms: Net 30

Attn: Gilda Rosenberg
305-620-8081
Fax 305-620-8082
Email: gilda@gillyvending.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
Extension Options: Yes No Years: 2, 1 year extensions

VENDING MACHINE SERVICES

Total estimated annual revenue \$ 6,270 / year

	<u>Selling price</u>	<u>% of net sales</u>
Soda (12 oz)	\$.75 / can	33.0%
Juice/Sports Drink (15.2-20 oz)	\$ 1.50 / bottle	33.0%
Water (16.9-20 oz)	\$ 1.00 / bottle	33.0%
Snacks, chips, granola bars, cookies	\$.50 – 1.00 each	33.0%
Candy, large size	\$.85 – 1.00 each	33.0%
Microwave popcorn	\$.75 each	33.0%
Hot Beverages	\$ 1.00 each	33.0%
Frozen food/microwaveable items	\$ 1.50 – 3.00 each	33.0%
Ice cream	\$ 1.00 – 1.50 each	33.0%

Department Contract Co-Ordinator: Donna Perez, Central Services, (954) 828-5133

Procurement Specialist: Richard Ewell, CPPB

THIS AGREEMENT, made and entered into this 31 day of MAY, 2011, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Gilly Vending, Inc., a Florida corporation ("Contractor" or "Company"), whose address and phone are 990 NW 166 Street, Miami, FL 33169, Phone 305-620-8081, Fax: 305-620-8082.

WHEREAS, the City issued Invitation to Bid Number 712-10738 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 25, 2011, the Procurement Services Director of the City of Fort Lauderdale, as designee of the City Manager, approved an agreement with Contractor for the goods or services described in the ITB pursuant to Section 2-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City vending machine services in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning July 1, 2011 and ending June 30, 2013.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form, G-110 Rev. 01/10;

Second, any and all addenda to the City's ITB in reverse chronological order;

Third, the ITB;

Fourth, the Contractor's response to any addendum requiring a response;

Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

6. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Director of Procurement Services

ATTEST

CONTRACTOR

By: _____

By: [Signature]

Print Name: _____

Print Name: GIDA ROSENBERG

Title: President

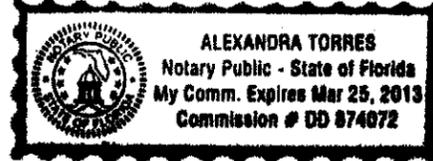
(If not president of corporation please attach proof of authorization to sign)

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 18 day of May 2011, by [Signature] as (title): President for Gilly Vending, Inc., a Florida corporation.

(SEAL)



Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

CONTRACT COPY

Gilly Vending

Bid Contact **Gilda Rosenberg**
gilda@gillyvending.com
Ph 305-620-8081
Fax 305-620-8082

Address **990 NW 166 ST**
Miami, FL 33169

Qualifications **MBE WBE**

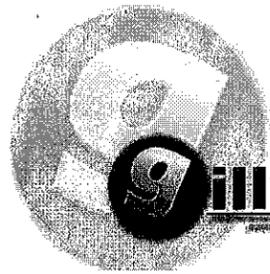
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
712-10738-1-01	Total Estimated Annual Revenue	Supplier Product Code:	First Offer - \$1.00	1 / each	\$1.00	Y	Y
		Supplier Product Code: 	Alt 1 - \$6,270.00	1 / each	\$6,270.00		Y
Supplier Total					\$6,270.00		

Gilly Vending

Item: **Total Estimated Annual Revenue**

Attachments

City of Fort Lauderdale Vending Machine Services Bid Pricing.pdf

**Silly VENDING, Inc***Driven by Passion*

City of Fort Lauderdale Vending Machine Services Bid# 712-10738

ITEM SELLING PRICE

<u>Product Category</u>	<u>Vend Price</u>
Soda (12 ounce cans)	\$0 .75 per can
Juice & Sports Beverages (15.2 – 20 oz bottle)	\$1.50 per bottle
Water (16.9 – 20 oz bottle)	\$1.00 per bottle
Snacks, chips, granola bars, cookies (large sizes)	\$0 .50 to 1.00 per item
Candy, large size	\$0.85 to 1.00 per item
Microwave Popcorn	\$0.75 per item
Hot Beverages	\$1.00 per item
Frozen Food/Microwaveable items:	\$1.50 - \$3.00 per item
Ice Cream	\$1.00 to 1.50 per item

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

712-10738

Vending Machine Services



CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

PART III – PRICING PAGE

The bidder hereby agrees to furnish products and services at the prices/percentages stated, subject to all terms, conditions and specifications stated in this Invitation to Bid.

The bidder agrees that prices charged for vended merchandise will be as stated in this bid request in Part II, Section 14. Any proposal submitted with selling prices higher than these rates will be cause for considering a bid non-responsive.

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

Machine Type	% of net sales	Approximate gross sales per year	Estimated revenue to City per year
Juice/Water/Sports Beverage/Soda	33.0 %	\$10,000	\$ 3,300.00
Ice Cream Machines	33.0 %	\$1,000	\$ 330.00
Coffee	33.0 %	\$1,000	\$ 330.00
Snack	33.0 %	\$6,000	\$ 1,980.00
Frozen Food/Hot Meal	33.0 %	\$1,000	\$ 330.00
Total Estimated Revenue			\$ 6,270.00

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, 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: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Gilda Rosenberg 3/25/2011**
(signature) (date)

Name (printed): **Gilda** Title: **Rosenberg**

Company: (Legal Registration) **Gilly Ent, Inc. dba Gilly Vending Inc.**

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: **990 NW 166 Street**

City: **Miami** State: **FL** Zip: **33169**

Telephone No. **305 620 8081** FAX No. **305 620 8081**

Email: **gilda@rosenberg**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **immediately**

Payment Terms (section 1.03): **monthly**

Total Bid Discount (section 1.04): **N/A**

Does your firm qualify for MBE or WBE status (section 1.08): 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>

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: **No variances or exceptions.**
revised 3-23-10