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CITY OF DORAL

Professional Services Agreement
Between
City of Doral
and
Fresh Service and Repair Corp

ITN-2026-11 – Vending Machines Operation & Management

For more information, please visit our online supplier portal, located at
https://procurement.opengov.com/portal/cityofdoral

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

THIS **AGREEMENT (this "Agreement")** is made by and between the **CITY OF DORAL**, a Florida municipal corporation, (the "CITY"), and **Fresh Service and Repair Corp**, a Florida corporation (the "Contractor").

WHEREAS, the Contractor will perform VENDING MACHINES OPERATION & MANAGEMENT for the CITY, as further described in Exhibit "A" attached hereto (the "Services"); and

WHEREAS, the CITY desires to engage the Contractor to perform the Services and deliverables as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the CITY agree as follows:

1. Scope of Services

Contractor shall provide the Services set forth herein and in Exhibit "A" in a professional manner and in accordance with all federal, state, and local laws.

2. Term/Commencement Date

This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of Three (3) years ("Initial Term"), unless earlier terminated in accordance with "Termination". After the Initial Term, this Agreement may be renewed for Two (2) one (1) year terms ("Renewal Terms") at the CITY's sole option, exercisable upon written notice from the City Manager to Contractor prior to the expiration of the then-current term.

Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the City Manager in writing.

Holdover/Transition. Upon the expiration or earlier termination of this Agreement, Contractor shall, at the CITY's request, continue to provide the Services on the same terms and conditions set forth in this Agreement for a transition period of up to [ninety (90)] days following such expiration or termination in order to ensure continuity of services, unless a shorter period is specified by the City Manager in writing.

3. Commission and Payment

This agreement is a commission-based agreement. The Provider, Vendor, and Contractor are one and the same party (the "Contractor"), and shall provide commission payments to the City. Commission shall be calculated on Gross Sales, which means the total gross revenue derived from all sales of products and services from the vending machines, without deduction for any cost, tax, fee, refund, spoilage, commission, or other expense, except as expressly approved in writing by the City. Commission payments shall be remitted to the City within [15] days after the end of each calendar month, together with the supporting reports required by this Section.

For the initial term, the revenue share shall be a twenty percent (20%) commission on Gross Sales, plus a Ten Thousand Dollar ($10,000) annual sponsorship payment to the City. The Ten Thousand Dollar ($10,000) annual sponsorship payment shall be paid within fifteen 15 days after

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

the initial contract is signed and within fifteen 15 days after each anniversary thereof. The City also retains the right to request payment of any tax that may be applicable.

The City has the right to request alternate commissions based offers upon written request. Alternate commission structures are:

Twenty-five percent (25%) commission on Gross Sales, plus a Seven Thousand Dollar ($7,000) annual sponsorship payment to the City, paid in advance and non-refundable

Thirty percent (30%) commission on Gross Sales, plus a Five Thousand Dollar ($5,000) annual sponsorship payment to the City, paid in advance and non-refundable

Late payments shall accrue to the City automatically and without notice. Any commission payment not received within fifteen (15) calendar days after the end of the applicable payment period shall be subject to a ten percent (10%) late fee, plus interest at [the maximum rate allowed by law] on the unpaid balance. Any commission payment not received within thirty (30) days after the end of the applicable payment period shall be subject to an additional ten percent (10%) late fee, plus interest at [the maximum rate allowed by law]. All such late fees and interest shall accrue to and are payable to the City. For purposes of this Section, the terms “Provider,” “Vendor,” and “Contractor” refer to the same party.

The Provider shall generate the following reports for every vending machine covered under this contract when submitting payment to the City. The Contractor shall utilize vending machine management software that provides the City with read-only electronic access to real-time and historical sales data, and the Contractor shall not alter, manipulate, or delete any sales data. The City, or its designee, shall have the right to audit and verify all reported sales at any time, and if any audit reveals an underpayment exceeding [5]%, the Contractor shall promptly pay the City the amount of the underpayment, plus interest at [the maximum rate allowed by law] and all costs of the audit.

1) Gross sales report- this report shall be a direct printout of vending machine management software, which the Contractor shall not alter, edit, or modify.

2) Monthly commission calculations, machine-level performance, and revenue trends by location for full City visibility.

4. Subcontractors

The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services. The Contractor shall remain fully responsible and liable for all acts, errors, and omissions of any subcontractor, and of any person employed by any subcontractor, to the same extent as if such acts, errors, and omissions were those of the Contractor.

Contractor may only utilize the services of a subcontractor with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager’s sole discretion. Each

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

subcontractor must be approved in writing by the City Manager prior to performing any portion of the Services, and each approved subcontractor shall comply with, and shall be bound by, all applicable terms and conditions of this Agreement, including without limitation the insurance and indemnification requirements set forth herein. The CITY may, at any time and in its sole discretion, require the Contractor to remove any subcontractor from the performance of the Services, and the Contractor shall promptly comply with such direction at no additional cost or liability to the CITY.

5. Contractor's Responsibilities; Representations and Warranties

The Contractor shall exercise the highest degree of care, skill and diligence in the performance of the Services consistent with the highest professional and industry standards, and in no event less than the degree of care, skill and diligence ordinarily provided by a Contractor under similar circumstances.

The Contractor hereby warrants and represents that, at all times during the term of this Agreement, it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

The Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

The Contractor further warrants and represents that all Services and all products, food, and beverages offered, stocked, or sold through the vending machines shall at all times comply with all applicable federal, state, and local food-safety, sanitation, labeling, and health laws, codes, and regulations, and with the Americans with Disabilities Act (ADA) and all applicable accessibility requirements.

The Contractor further warrants and represents that it shall keep each vending machine fully stocked, clean, sanitary, operational, and in good working order at all times, and shall repair or replace any machine that malfunctions, becomes inoperable, or is reported as out of service within [24] hours of a reported malfunction or of the Contractor otherwise becoming aware of the condition.

The Contractor shall meet or exceed the following performance standards, measured monthly on a per-machine basis: (a) machine uptime of not less than [ninety-five percent (95%)]; (b) restocking within [48] hours of a reported product outage; and (c) response to any reported malfunction within [24] hours. For each machine that fails to meet the required uptime or repair standard, the Contractor shall pay the City liquidated damages of [$____] per machine per day of downtime or, at the City's sole election, provide an equivalent credit against commissions otherwise due, the Parties agreeing that such amounts represent a reasonable estimate of the City's damages and not a penalty.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

The Contractor further warrants and represents that all products offered through the vending machines shall comply with any nutritional, healthy-vending, or wellness standards adopted or required by the City, as such standards may be amended from time to time.

The City shall have the right, upon written notice, to require the Contractor to remove and replace, at the Contractor's sole cost and expense and within [30] days of such notice, any vending machine that repeatedly malfunctions, fails to meet the performance standards set forth herein, or that the City reasonably determines to be underperforming.

6. Termination

The City Manager, without cause and in the CITY's sole discretion, may terminate this Agreement for convenience upon ninety (90) calendar days' written notice to the Contractor, and the CITY shall owe no termination penalty, fee, or damages of any kind by reason of such termination for convenience; the Contractor's sole and exclusive remedy shall be payment of commissions actually earned and payable through the effective date of termination. Notwithstanding the foregoing, the City Manager may terminate this Agreement immediately for cause, without any opportunity to cure, upon the occurrence of any of the following Events of Default: (a) any health-code, sanitation, or food-safety violation; (b) failure to timely remit any commission, sponsorship, or other payment due to the CITY; (c) any lapse, cancellation, non-renewal, or material reduction of any insurance coverage required under this Agreement; (d) any assignment, transfer, subcontracting, or change of control of the Contractor without the City Manager's prior written consent; (e) the Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors; or (f) any material misrepresentation by the Contractor. For any other breach, the City Manager may terminate this Agreement for cause if the Contractor fails to cure such breach within [seven (7)] calendar days after written notice.

Upon receipt of the CITY's written notice of termination for convenience, Contractor shall stop providing Services effective immediately, unless otherwise directed by the City Manager. Within [fourteen (14)] days after any termination or expiration of this Agreement, the Contractor shall, at its sole cost and expense, remove all vending machines and related equipment and restore the affected CITY premises to their original condition, ordinary wear and tear excepted.

The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, at no cost to the CITY, if any, in a hard copy and electronic format within fourteen (14) days from the date of written notice of the termination or expiration of this Agreement.

7. Insurance

Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified in the attached and incorporated Exhibit A or as the City may otherwise require in order to capture the:

At a minimum, and without limiting the CITY's right to require greater coverage, the Contractor shall secure and maintain: (i) Commercial General Liability insurance of not less than [$1,000,000] per occurrence and [$2,000,000] general aggregate; (ii) Business Automobile Liability insurance covering all owned, hired, and non-owned vehicles used in connection with the Services; (iii) Workers' Compensation insurance at the statutory limits required under Florida law together with Employer's

Liability insurance; and (iv) Product Liability and Property insurance covering the vending machines

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

and their contents. All such coverage shall be written on a primary and non-contributory basis.

Certificate of Insurance. Certificates of Insurance shall be provided to the CITY, reflecting the CITY as an Additional Insured (except with respect to Worker's Compensation Insurance), prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to CITY prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the CITY. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The CITY reserves the right to inspect and return acertified copy of such policies, upon written request by the CITY. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed witha provision that not less than thirty (30) calendar days' written notice shall be provided to the CITY before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CITY.

Additional Insured. Except with respect to Worker's Compensation Insurance, the CITY, and its elected and appointed officials, officers, employees, and agents, are to be specifically included as Additional Insureds for the liability of the CITY resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the CITY as an Additional Insured, shall apply on a primary and non-contributory basis and any other insurance maintained by the CITY shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Deductibles. All deductibles or self-insured retentions must be declared to and be approved in writing by the CITY. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

Waiver of Subrogation. The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the CITY.

All insurance required under this Agreement shall be placed with insurers authorized to do business in the State of Florida and rated no less than [A-/VII] by A.M. Best. Each policy shall provide not less than [30] days' advance written notice to the CITY prior to cancellation, non-renewal, or material reduction of coverage. The Contractor's failure to secure or maintain the insurance coverage required by this Section shall constitute an immediate event of default, entitling the CITY to terminate this Agreement immediately and without opportunity to cure, in addition to all other remedies available to the CITY at law or in equity.

Exhibit C, the Contractor's Certificate of Insurance prepared in accordance with the terms set forth in Exhibit A, is attached hereto and incorporated herein by reference.

The provisions of this section shall survive termination of this Agreement.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

8. Nondiscrimination

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

9. Attorney's Fees and Waiver of Jury Trial

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. Nothing in this Section or this Agreement shall be construed as a waiver of the CITY's sovereign immunity or of any statutory limitation on the recovery of attorneys' fees, costs, or damages, including, without limitation, the limits set forth in Section 768.28, Florida Statutes, as may be amended from time to time.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

10. Indemnification

Contractor shall indemnify, defend (at Contractor's sole cost and expense and with counsel approved in writing by the CITY), and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, any claims for bodily injury, sickness, disease, death, or foodborne illness, product liability claims, and loss of or damage to property, arising out of or in connection with the vending operation, as well as liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the CITY for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim up through and including any appeals, or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement. It is specifically understood and agreed that Contractor's indemnification and defense obligations under this Section shall not apply solely to the extent, and only to the extent, any loss is caused by CITY's own negligent or intentionally wrongful acts or omissions, breaches of this agreement, or obligations arising from statue or operation of

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The CITY is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

11. Notices/Authorized Representatives

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

12. Governing Law and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida. The parties irrevocably consent and submit to the personal jurisdiction of the state and federal courts located in Miami-Dade County, Florida, for any such proceeding, and each party waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue in, or based on forum non conveniens or inconvenient forum with respect to, such courts. Any pre-suit mediation, negotiation, or other alternative dispute resolution procedure shall be a condition precedent to litigation only if and to the extent the CITY elects, in its sole discretion, to require it, and no such procedure shall be required of or imposed upon the CITY.

13. Entire Agreement/Modification/Amendment

This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14. Ownership and Access to Records and Audits

Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which specifically and exclusively relate to Services to the CITY which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to and are the sole and exclusive property of the CITY, and Contractor hereby irrevocably assigns to the CITY all right, title and interest in and to such Work Product and all related records.

Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.

Upon request from the CITY’s custodian of public records, Contractor shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the CITY, within fourteen (14) days. All such records stored electronically by Contractor shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided herein.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER 305-693-6730, EMAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS THE CITY OF DORAL HALL, 8401 NW 53RD TERRACE, DORAL, FL 33166.

Contractor shall notify CITY and label or otherwise identify any and all materials and records which would be trade secrets or proprietary information that would be exempt as defined by Florida Statutes and provide a sworn affidavit from a person with personal knowledge attesting that the exempted documents constitute trade secrets within the meaning of Section 812.081, Florida Statutes, and stating the factual basis for the same. Pursuant to Section 815.045, F.S., the CITY shall not disclose and shall maintain the confidentiality of any records which constitute a trade secret or proprietary information as defined by Florida Statutes. Contractor shall bear the sole burden of establishing that any such records are exempt or confidential under Florida law, and Contractor shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees from and against any and all claims, damages, penalties, costs, and attorneys' fees (at trial and on appeal) arising from any non-disclosure or withholding of records undertaken by the CITY at Contractor's request or in reliance on Contractor's designation of such records as exempt or confidential.

15. Non-Assignability

Contractor shall not assign, transfer, convey, delegate, subcontract as a whole, pledge, hypothecate, encumber, or otherwise dispose of this Agreement, or any of its rights, duties, or obligations hereunder, nor permit any direct or indirect change of control, merger, consolidation, or transfer of a controlling ownership interest in Contractor, in each case without the prior written consent of the City Manager, which consent may be granted, conditioned, or withheld in the City Manager's sole and absolute discretion. Any purported assignment, delegation, subcontract, pledge, or change of control made in violation of this Section shall be null and void ab initio and shall

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

constitute a material breach and event of default entitling the City to terminate this Agreement and pursue all available remedies. The City may freely assign this Agreement, in whole or in part, to any successor governmental entity or agency without the consent of Contractor.

16. Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17. Independent Contractor

The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18. Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Without limiting the foregoing, the Contractor shall, at its sole cost and expense, comply with all applicable food-safety, public-health, and sanitation requirements of the U.S. Food and Drug Administration, the Florida Department of Health, the Miami-Dade County Health Department, and all other authorities having jurisdiction; all weights-and-measures, unit-pricing, and consumer-protection requirements applicable to the vending machines and the products dispensed; the Americans with Disabilities Act (ADA) and all accessibility standards applicable to the vending machines and their placement; and all applicable City of Doral codes, ordinances, and regulations. The Contractor shall obtain, maintain in good standing, and timely renew, at its own expense, all licenses, permits, registrations, and certifications required for the Services, and shall furnish copies thereof to the CITY upon request. Any material failure by the Contractor to comply with this Section shall constitute an event of default and, in addition to all other remedies available to the CITY at law or in equity, shall entitle the CITY to terminate this Agreement immediately upon written notice to the Contractor.

19. Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

20. Survival of Provisions

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

21. Prohibition of Contingency Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that ithas not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

22. Public Entity Crimes Affidavit

Pursuant to Florida Statutes Section 287.135, and subject to limited exceptions contained therein, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars ($1,000,000) or more shall be terminated at the City's option if it is discovered that the company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Florida Statute Section 215.473, or is or has been engaged in business operations in Cuba or Syria, after July 1, 2018. Contractor shall execute and provide the City with a certification, in a form acceptable to the City, certifying compliance with this provision. Additionally, the Contractor agrees to observe the above-referenced requirements for applicable subcontracts entered into for the performance of work under this Agreement.

23. Force Majeure

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, epidemic, fire, flood, hurricane or tropical storm, earthquake, explosion, or any act of God; provided that the cause whether or not enumerated in this Section is beyond the reasonable control and without the fault or negligence of the party seeking relief under this Section.

24. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

25. Audits

Contractor agrees to provide access to City or any of its duly authorized representatives, to any books, documents, papers, and records of Contractor, including all books and records relating to sales, revenues, and commissions, which are directly pertinent to the performance of this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the

City to Contractor audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain any and all such books, documents, papers, and records at its principal place of business, and shall keep such records in Miami-Dade County, Florida, or make them available in Miami-Dade County, Florida, upon the City's request, for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. In the event any audit reveals an underpayment of commissions or other amounts due to the City in excess of five percent (5%), Contractor shall bear and reimburse the City for all reasonable costs and expenses of such audit, in addition to promptly remitting to the City the underpaid amounts together with interest at the maximum rate allowed by law. Contactor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

26. E-Verify Affidavit

The Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

The Contractor shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. Contractor must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "C".

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's

participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF DORAL

SIGNATURE

Zeida Sardinas
FULL NAME

City Manager
TITLE

10/23/2026
DATE SIGNED

CONTRACTOR

SIGNATURE

Alexander Recalde
FULL NAME

Founder
TITLE

10/20/2026
DATE SIGNED

Attest

SIGNATURE

Connie Diaz
FULL NAME

City Clerk
TITLE

10/23/2026
DATE SIGNED

Approved as to form and legal sufficiency

SIGNATURE

Lorenzo Cobiella
FULL NAME

City Attorney
TITLE

10/23/2026
DATE SIGNED

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EXHIBIT A

ITN-2026-11

Issued by the City of Doral and
Proposal Response by
Fresh Service and Repair Corp

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CITY OF DORAL

INVITATION TO NEGOTIATE

VENDING MACHINES OPERATION & MANAGEMENT

Submission Due Date: Tuesday, May 5, 2026, at 2:00 pm

ITN No. 2026-11

Procurement and Asset Management Director:
ROMAN MARTINEZ, MPA, CPPO, CPPB

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Table Of Contents

1. GENERAL INFORMATION

1.1. General Instructions and Submittal Requirements

1.2. Evaluation Process Overview

1.3. Evaluation Criteria and Weights

2. PROJECT DESCRIPTION

2.1. Background

2.2. Scope of Work

2.3. Deliverables

2.4. Desired Outcomes: What Success Would Look Like

3. RESPONSE REQUIREMENTS

3.1. Required Forms & Certifications

3.2. Licenses

3.3. Financial Stability Documentation

3.4. Trade Secrets

3.5. Minimum Qualification Requirements

3.6. Initial Proposal Response Requirements

4. SPECIAL PROVISIONS

4.1. Special Contract Provisions

5. GENERAL DEFINITIONS & SOLICITATION TERMS & CONDITIONS

5.1. General Definitions

5.2. General Terms and Conditions

6. VENDOR RESPONSE

6.1. Vendor Questionnaire

Attachments:

A - Minimum Insurance Requirements

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

B - Vending Machine -City Hall 2nd FL image

C - Vending Machine -Police station image

1. GENERAL INFORMATION

1.1. General Instructions and Submittal Requirements

The City of Doral has issued ithis Invitation to Negotiate to solicit vending machines service providers to provide their response to the City's need in securing the services required under this ITN. Proposers are to download the ITN dpocument from OpenGov and thoroughly review the ITN document and follow all instructions to respond the ITN.

1.1.1. Procurement Schedule

All dates and times in this Solicitation may be changed by a written addendum issued by the City. The City's tentative schedule for this Solicitation is as follows:

Issuance/Advertisement Date:	April 1, 2026
Pre-Submittal Conference/Site Visit (Mandatory):	April 15, 2026, 10:00am Doral Central Park Community Center - 3005 NW 92nd Ave, Doral, FL 33172
Deadline for Written Questions:	April 28, 2026, 5:00pm
Deadline for Responses (Submit Electronically via OpenGov):	May 5, 2026, 2:00pm https://teams.microsoft.com/meet/23013162548338?p=pEvuWJr0itQ5jYIbmV Meeting ID: 230 131 625 483 38 Passcode: 7zz2GR7v
PHASE I - Public Evaluation Committee Meeting (Open to Public) (Possible Shortlist):	TBD
PHASE II - Presentation and Q&A Sessions (Closed to the Public) (Only shortlisted proposers):	TBD

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

PHASE II - Evaluation and Ranking (Open to the public) (Possible additional Shortlist):	TBD
Phase III - Negotiations (not Public) - Meetings with Finalists:	TBD
Request for finalists to submit Best and Final Offer (BAFO):	N/A
Best and Final Offer Submission:	TBD
Phase IV - FINAL Evaluation Committee Meeting ranking (Open to the public):	TBD
Phase IV - Recommendation of Award to the City Manager:	TBD
City Manager review of recommended award and recomeddnation to the City Council:	TBD
City Council Award Recommendation or other Action:	TBD

The above schedule may be amended as required. All scheduled meetings will be announced with sufficient time to allow the public full access to the scheduled meetings as per the State of Florida Sunshine Law.

1.1.2. Solicitation Overview

The City of Doral is seeking Responses from a qualified Respondent to provide Vending Machines Operation & Management Services. The City of Doral is requesting proposals from qualified and experienced firms for the Operation and Management of Vending Machines at various locations throughout the City. .

The City is requesting sealed proposals from qualified and experienced firms for vending machine operation and maintenance at various locations within the City. The firm shall have the capacity to expand as needed to additional facilities as needed by the city. Upon the City Council's ratification of the Selection Committee's rankings the City will enter into an agreement subject to the approval of the City Manager in his or her sole discretion (the "Agreement"), and approved as to form and legality by the City Attorney, with the selected Provider to operate vending machines at the specified locations, subject to the terms and conditions of the Agreement (the "Services").

It is the City's intent and the purpose of these specifications to secure a qualified firm to manage and operate vending machines at City facilities, which includes the sale of prepackaged food and beverages on behalf of the City. Proposers are not permitted to subcontract in whole or in part any portion of service or services.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

The successful Proposer must be an independent Provider and the individual(s) assigned to work for the City by the Proposer shall be subject to the approval of the City and will not be City employee(s).

The following ITN solicitation is requesting responses from service providers that have the experience and ability to service the city with Vending Machines Operations & Management Services.

Through the ITN process described herein, qualified entities interested in providing such services to the City must prepare and submit a Response packet in accordance with the procedure and schedule of this ITN.

1.1.3. Notice to Respondents

NOTICE: The City of Doral ("City") hereby gives notice of its intent to seek Responses from qualified firms or entities (herein referred to as "Respondents") in response to this Invitation to Negotiate ("ITN") to provide the services described herein. Responses must be received by the deadline date and time specified below.

1.1.4. Pre-Submittal Conference

Conference Type: Mandatory

A Pre-Submittal Conference will be held on the date and time specified in the Procurement Schedule. During this meeting, the requirements of this Solicitation will be reviewed and discussed. If Mandatory: Prospective Respondents must attend. Those who do not attend will be ineligible to submit a Response. Any Response submitted by a non-attendee will be deemed non-responsive. If Non-Mandatory: Prospective Respondents are encouraged to attend, but attendance is not required to submit a Response.

Any changes to this Solicitation discussed during the conference or site visit are not binding unless included in a written addendum issued by the City. Any questions regarding the Solicitation must be submitted in writing to the Procurement Division on or before the question deadline.

Respondents are responsible for reviewing all information related to this Solicitation, including information presented at the conference. By submitting a proposal, the Proposer certifies that it is sufficiently familiar with the facilities, work requirements, and all conditions that may affect contract performance.

1.1.5. Method and Deadline for Submittal

Responses must be submitted electronically through the OpenGov Procurement Portal https://procurement.opengov.com/portal/cityofdoral/projects/248096 by the date and time stated above. The responsibility for submitting a Response before the stated time and date is solely and strictly that of the Respondent. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Responses, no matter the cause. Any submittals received after the due date and time specified will not be considered. The City will open all submittals received by the stated deadline in a public forum and announce the name of each Respondent that submitted a response to this ITN.

Solicitations, addenda, and related notices can be downloaded from OpenGov. Interested parties must register with OpenGov to receive notifications of addenda or notices issued in connection with this ITN.

The City reserves the right to accept any response deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this Solicitation. Minor issues may

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

be corrected at the City's discretion; however, material deficiencies, missing mandatory information, or failure to meet basic requirements may result in disqualification.

1.1.6. Method of Award

The City will review all submittals received by the Deadline for Submittal for compliance with the requirements set forth in this ITN. To be deemed responsive, the submittal must meet or exceed the minimum requirements established herein and include all required forms. The City will be the sole judge in determining the Respondents' qualifications. The City anticipates awarding a minimum of 1 contracts but reserves the right to award more if in the best interest of the City.

A response to this solicitation does not constitute an offer or a contract with the City. A contract will not exist and is not binding until Responses are reviewed and ranked by an evaluation committee, finalists are selected, negotiations are conducted, Best and Final Offer(s) (BAFOs) are requested, the best Response is identified, a contract has been executed by the parties, and approved by the appropriate level of authority within the City. The City's decisions will be final.

In the event the awarded firm fails to execute the agreement or perform services after award, the City of Doral reserves the right to negotiate and execute a contract with the next most qualified firm, as determined during the original selection process, without further solicitation.

1.1.7. Cone of Silence Policy and Inquiries

This Solicitation is subject to the City "Cone of Silence" policy. Accordingly, all questions and/or comments regarding this Solicitation must be made in writing and be directed to Procurement at the following email procurement@cityofdoral.com. All inquiries must reference **"ITN No. 2026-11 VENDING MACHINES OPERATION & MANAGEMENT"** in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via a written addendum.

1.1.8. Term of Contract

Any contract resulting from this ITN will establish a multi-year agreement with renewal options. Renewal options will be at the same price, terms, conditions, and specifications, unless otherwise agreed to by both parties. Renewals and any changes to the pricing structure, terms, conditions, or specifications must be in writing and executed by the City and the Contractor's authorized representative.

1.1.9. Contract Execution

The City and the Successful Respondent will execute a contract within thirty (30) days after Notification of Award, based on the requirements set forth in the ITN, through action taken by the City Council at a fully authorized meeting. If the Successful Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

1.1.10. Identification of Subcontractors

Respondents shall list all proposed subcontractors in the appropriate portion of the Required Proposal Submission Forms attached as Part C. Contractor shall be responsible for the coordination of the trades, Subcontractors, materials, and staff necessary to complete the Work.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

1.1.11. Pricing

Should the Respondent be awarded a contract pursuant to this ITN, the prices provided in their Final BAFO response. Nonetheless, the Respondent is permitted to propose incentives and discounts from the fixed price to the City at any point during the term of the contract. Any price decrease effected during the contract period, either due to market changes or as a result of the Contractor offering the same or lower prices to other customers, shall be passed on to the City.

The City reserves the right to negotiate reduced prices for any additional term(s) based on market trends or other relevant factors that may affect pricing. Furthermore, the City may adjust the pricing for any additional term(s) in response to decreases in the relevant pricing index.

It is the Successful Respondent's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to the expiration of the then-current contract term. The adjustment request should not exceed the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed to the optional term without requiring a pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the Successful Respondent and/or not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a prerogative of the City and not a right of the Successful Respondent. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

1.2. Evaluation Process Overview

A. **The ITN process will be conducted in the following phases:**

1. Submission of responses
2. Phase I - Evaluation of responses and shortlisting
3. PHASE II - Presentations and Q&A Sessions by shortlisted proposers
4. Public Evaluation Committee Meeting, posible additional shortlist (finalists). Evaluation Committee decides who to invite to Phase III - Negotiations.
5. PHASE III - Negotiations
6. Request to Submit Best and Final Offer (BAFO) by the finalists
7. Evaluation of Best and Final Offers (BAFO's)
8. PHASE IV - Final Public Evaluation Committee Meeting - recommendation of award by the Evaluation Committee

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

9. City Manager's Review of the Evaluation Committee's recommendation of award and final decision approval
10. City Council review and approval of award
11. Contract Prep and Issuance

B. Procurement staff will review all Responses to confirm compliance with the submission requirements for this Solicitation. Non-compliant Responses may be deemed non-responsive and excluded from further consideration.

C. **Committee Evaluation**
Proposals will be evaluated by a Proposal Evaluation Committee, which will review responses deemed responsive and responsible to the solicitation requirements. The committee will convene, review, evaluate, and rank all valid proposals submitted based on the evaluation criteria.
The Proposal Evaluation Committee reserves the right to interview any, all, or none of the Proposers who responded to the ITN and to require a formal presentation/interview with the key personnel who will administer and be assigned to work on behalf of the contract before recommendation of award.

D. **Negotiation/Discussion**
The ITN is aflexible procurement process method which allows for concurrent negotiations with two or more suppliers. These are collaborative negotiations that entail an exchange of ideas and methods concerning how to best deliver the good or service. The likely outcome of this exchange is changes to the original requirements and adjustments to the Proposer’s response.

1. Part One Negotiations
Based on the outcome of the proposal evaluation meeting, the Evaluation Committee may select a negotiation team that may be composed of evaluation committe members, city's financial officer and the Procurement Director. Important to note that there will be no evaluation or ranking process during negotiation meetings. These meetings are to clarify the offer by the finalists and assist the finalists in preparing a final response via a Best and FInal Offer (BAFO). During Negotiations, the Negotiation Team will:

   a. Clarify or amend the City’s requirements and expectations.
   b. Identify any lack of clarity or shortcomings in the Proposer’s initial offer.
   c. Explore alternative solutions or methods with Proposers.
   d. Discuss pricing and contract terms with Proposers.
   e. Formalize components of the scope of work.
   The outcome of this meeting is for the Proposer(s) to submit their Besta nd FInal Offer (BAFO) consideration based on the negotiation discussions.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

2. Completion of Negotiations
   Once a mutually acceptable agreement that satisfies all parties, addresses all business requirements of the City, and presents the best value to the City is reached, the negotiation phase is complete. If negotiations reach an impasse with all short-listed Proposers invited to negotiate, the City has the option to reject all offers and cancel the ITN, to reject all offers and reissue the ITN, or to obtain the good or service by another procurement method. Once the negotiation phase has completed, the be Procurement Department will forward a request to submit a Best and Final Offer (BAFO) from each finalists.

E. **Final Award**
   FInal recommedation of award wil be provided by the City Manager. The final award is subject to approval by the City Council. Any award made is subject to execution of the contract in a form and substance that is approved by the City Attorney. The City is the sole judge of its best interests and reserves the right to reject all Responses at its sole discretion. The City's decision will be final.

1.3. Evaluation Criteria and Weights

Rating Scale

0 – Non-Responsive / Unacceptable

Proposal fails to address the criterion, contains major deficiencies, or is non-compliant. Cannot be awarded points.

1 – Poor

The proposal minimally addresses the criterion. Significant weaknesses or gaps exist, and it is unlikely to meet the requirements.

2 – Fair

The proposal addresses some aspects of the criterion, but is incomplete or unclear. Weaknesses outweigh strengths, and there is limited confidence in successful performance.

3 – Satisfactory / Acceptable

The proposal adequately addresses the criterion. Its strengths and weaknesses are balanced. It meets the minimum requirements with moderate confidence in success.

4 – Good

The proposal fully addresses the criterion with meaningful strengths. Minor weaknesses may exist, but overall, the response is thorough, clear, and demonstrates above-average capability.

5 – Excellent / Outstanding

The proposal completely and convincingly addresses the criterion. It demonstrates exceptional strengths, innovation, or value. There are no significant weaknesses, which provides high confidence in successful performance.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Phase I – Responsive Proposal Evaluation Review and Ranking

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Firm Experience & Qualifications** • Experience providing vending machine services for public sector clients (municipalities, airports, schools, etc.) • Years in business and organizational stability • Past performance on similar-sized contracts • Key personnel experience	0-5 Points	30 *(30% of Total)*
2.	**Proposed Approach & Operational Plan** • Approach to machine stocking, servicing, and maintenance schedules • Responsiveness to outages and service calls • Plan for minimizing downtime and ensuring product availability • Logistics and route optimization • Customer service approach (complaints, refunds, etc.)	0-5 Points	25 *(25% of Total)*
3.	**Product Mix & Innovation** • Variety and quality of products (snacks, beverages, fresh food options) • Healthy and wellness-oriented offerings • Ability to customize products based on location demographics • Sustainability (eco-friendly packaging, energy-efficient machines)	0-5 Points	15 *(15% of Total)*

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

4.	**Technology & Reporting Capabilities** • Cashless payment options (credit/debit, mobile pay, NFC, apps) • Real-time inventory tracking and restocking alerts • Sales tracking and reporting dashboards • Remote machine monitoring • Data analytics capabilities to optimize performance	0-5 Points	15 *(15% of Total)*
5.	**Financial Stability & Capacity** • Financial statements or evidence of financial strength • Ability to invest in machines and infrastructure • Capacity to scale across multiple municipal locations • Insurance coverage	0-5 Points	15 *(15% of Total)*

Phase II – Presentations and Q&A Sessions

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Quality & Clarity of Presentation** • Organization, clarity, and professionalism • Alignment with written proposal • Effectiveness in communicating key differentiators	0-5 Points	20 *(20% of Total)*

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

2.	**Team Qualifications & Q&A Responsiveness** • Knowledge and experience of presenting team • Quality, clarity, of responses • Ability to think critically and adapt • Consistency across responses	0-5 Points	20 *(20% of Total)*
3.	**Demonstrated Understanding of Municipal Needs** • Understanding of service goals (revenue generation, reliability, user satisfaction) • Ability to address diverse city locations • Tailoring of approach to the City of Doral	0-5 Points	15 *(15% of Total)*
4.	**Operational Execution & Service Reliability** • Stocking and service schedules • Downtime prevention and response times • Maintenance approach and staffing • Contingency planning (emergencies, high-demand periods)	0-5 Points	10 *(10% of Total)*

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

5.	**Technology & Reporting Capabilities** • Cashless payment systems and user accessibility • Real-time monitoring and inventory systems • Reporting transparency (sales, commissions, uptime) • Data access for the City of Doral	0-5 Points	10 *(10% of Total)*
6.	**Pricing / Financial Proposal** • Proposed commission/revenue share to the City of Doral • Minimum annual guarantees (if offered) • Transparency and clarity of financial model • Pricing competitiveness relative to market • Any additional financial incentives or value	0-5 Points	25 *(25% of Total)*

Phase IV – FINAL EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Review, Evaluation of BAFO submission** • Final commission/revenue share to the Municipality • Minimum guarantees (if any) • Financial clarity, transparency, and enforceability • Sustainability of proposed financial model • Improvements from initial Phase II pricing	0-5 Points	35 *(35% of Total)*

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

2.	**Technical Qualifications & Experience** • Demonstrated experience and past performance • Qualifications of firm and key personnel • Proven success with similar municipal or public-sector contracts	0-5 Points	25 *(25% of Total)*
3.	**Final Operational Approach & Service** • Clarity and feasibility of final service plan • Agreed-upon service levels (stocking, maintenance, response times) • Reliability and scalability across municipal locations • Any improvements made during negotiations	0-5 Points	20 *(20% of Total)*
4.	**Technology & Reporting** • Confirmed technology solutions (cashless, monitoring, reporting) • Data access and transparency for the Municipality • Enhancements or commitments made during negotiations	0-5 Points	10 *(10% of Total)*
5.	**Customer Service & Account Management** • Finalized approach to issue resolution and refunds • Dedicated account management structure • Communication protocols and reporting cadence	0-5 Points	10 *(10% of Total)*

2. PROJECT DESCRIPTION

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

2.1. Background

A. The City is requesting sealed proposals from qualified and experienced firms for vending machine operation and maintenance at various locations within the City. The firm shall have the capacity to expand as needed to additional facilities as needed by the city. Upon the City Council's ratification of the Selection Committee's rankings the City will enter into an agreement subject to the approval of the City Manager in his or her sole discretion (the "Agreement"), and approved as to form and legality by the City Attorney, with the selected Provider to operate vending machines at the specified locations, subject to the terms and conditions of the Agreement (the "Services").It is the City's intent and the purpose of these specifications to secure a qualified firm to manage and operate vending machines at City facilities, which includes the sale of prepackaged food and beverages on behalf of the City. Proposers are not permitted to subcontract in whole or in part any portion of service or services.The successful Proposer must be an independent Provider and the individual(s) assigned to work for the City by the Proposer shall be subject to the approval of the City and will not be City employee(s).

2.2. Scope of Work

2.2.1 PURPOSE AND DESCRIPTION

The City is requesting sealed proposals from qualified and experienced firms for vending machine operation and maintenance at various locations within the City. The firm shall have the capacity to expand as needed to additional facilities as needed by the city. Upon the City Council's ratification of the Selection Committee's rankings the City will enter into an agreement subject to the approval of the City Manager in his or her sole discretion (the "Agreement"), and approved as to form and legality by the City Attorney, with the selected Provider to operate vending machines at the specified locations, subject to the terms and conditions of the Agreement (the "Services").

It is the City's intent and the purpose of these specifications to secure a qualified firm to manage and operate vending machines at City facilities, which includes the sale of prepackaged food and beverages on behalf of the City. Proposers are not permitted to subcontract in whole or in part any portion of service or services.

The successful Proposer must be an independent Provider and the individual(s) assigned to work for the City by the Proposer shall be subject to the approval of the City and will not be City employee(s).

2.2.2 LICENSE RIGHTS

A. The City grants to the Provider the non-exclusive right to providing vending machine services as contemplated herein.

B. During the term of the Agreement(s) awarded pursuant to this ITN, the City may, from time to time, identify facilities owned or leased by the City, for which it requires food and/or beverages vending machines. A list of facilities in which such machines are installed is attached in section 2.3 - Deliverables, the City may add to, and delete from, this list as it sees fit, at its sole discretion.

C. Provider shall provide additional services to the City as determined by the City Manager or his/her designee and that are mutually agreeable by both parties.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

D. The Provider shall not subcontract any services or rights in this agreement without the written consent of the City Manager, or designee.

2.2.3 LICENSE FEE

A. By way of this ITN the city would like to request a revenue sharing model, perhaps a (70% vendor / 30% City), which aligns with current industry standards. Thye city believes that due to the city's growth and planned activities that the city may be able to achieve this goal.

B. The City shall assess a 10% late fee on commission payments not received within ten (10) calendar days after the end of the previous payment periods. The Provider will be assessed an additional 10% late fee on payments not received within thirty (30) days after the end of the previous payment period.

C. The Provider shall generate and attach a gross sales report for every vending machine covered under this contract when submitting payment to the City. This report shall be a direct print out of vending machine management software.

2.2.4 FACILITIES

A. The Provider and a designated City of Doral staff member will conduct a facility inspection prior to Provider occupancy. The Provider shall not display or affix any signs on or about the facility without first obtaining the advance written approval of the City Manager or designee.

B. Provider shall be responsible for any improvements at any facility necessary to allow for installation of vending machines. The Provider shall be responsible for any required permitting; the City will not waive any fees. Any improvements must be previously approved by the City Manager or designee.

2.2.5 VENDING MANAGER

A. The Provider shall designate a “Vending Manager” who shall be responsible for all the work to be performed by the Provider under this Contract and shall serve as the point of contact. The Vending Manager must have a minimum of two (2) years of vending/concessions/restaurant management experience and supervision. The Provider must provide to the City a copy of the selected Vending Manager’s resume and qualifications as part of their ITN proposal. The selection of the Vending Manager must be approved by City’s Representative.

B. The Vending Manager needs to be a certified vending machine manager pursuant to the requirements set forth by the state of Florida Department of Health.

2.2.6 VENDING MACHINES AND EQUIPMENT

A. The Provider shall furnish, install, maintain, and secure high quality vending machines. The vending machines shall be of the latest mechanical/electronic technology and be in new or near new condition. The location of all vending machines is subject to approval by the City. The City may reject machines at any time for functional or aesthetic deficiencies.

B. The Provider shall furnish snack or beverage vending machines to each facility as described in section 2.3 - Deliverables.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

C. All vending machines shall be capable of accepting debit and credit cards along with traditional forms of payment (cash and coins). The Provider understands that the City will NOT provide Internet access. It is the Providers responsibility to ensure machines that process debit and credit payments do so wirelessly.

D. All vending machines shall display the successful Provider's name, a local service telephone number and e-mail address/web application for reporting vending machine malfunctions, the person or office within the successful Provider's organization responsible for refunds and for restocking vending machines. Each vending machine shall have a serial or identification number that is visible and easily located. This information shall be prominently displayed near the methods of payment in typeface not smaller than 12 point.

E. The vending machines provided must be of adequate size and capacity to maintain full and uninterrupted service. Vending machines shall be capable of holding and dispensing a variety of snack and beverage products and sizes. The vending machines will vend suitable packaging customarily used to dispense snacks and beverages.

F. All vending machines shall be equipped with non-resettable counters that indicate unit sales. A monthly sales report using these numbers shall be reported monthly to the City.

G. All vending machines shall be designed, constructed, installed, and operated in accordance with local, state, and national codes and regulations as applicable, including, but not limited to any FDA caloric disclosure requirements.

H. The machines will be aesthetically acceptable to the City. The City may reject machine signage or logos if deemed objectionable or a distraction to the activities occurring on City property.

2.2.7 PRODUCTS

A. For snacks, the Provider shall provide products that include a variety of snacks including, but not limited to, snack bars, cookies, chips, candy, gum, and other products customarily dispensed through such equipment, subject to the terms and restrictions of this section. For beverages, the successful Provider shall provide beverages including, but not limited to, a variety of carbonated soft drinks and non-carbonated beverages including, but not limited to, fruit juice drinks or fruit juice-based products, bottled water, tea-based products, milk, pre-packaged coffee products, and sports drinks, subject to the terms and restrictions of this section. This shall include healthy snacks and beverages.

B. Once the City has approved the initial product line offered, the successful Provider will be allowed to add or delete products with prior written approval from the City, subject to the terms and restrictions of this section. Such consent shall not be unreasonably withheld. The City reserves the right to request that a product, or products, be replaced at any time and for any reason.

C. The Provider shall provide a separate machine at Trails & Tails Park that dispenses pet-friendly food items or merchandise. The Provider may submit items on their proposed list of sale items to satisfy this demand. These items do not have to meet any of the nutritional guidelines established herein.

D. As part of this ITN, the Provider shall submit a proposed list of items that will be sold in vending machines with each respective item's proposed pricing. Please see Exhibit "C" for a sample. Pricing for these items shall be fixed throughout the duration of the awarded contract unless pricing changes are approved by the City.

E. Provider shall not sell or distribute any glass bottles or containers.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

F. Vending machines shall be limited to the sale of prepackaged foods and nonalcoholic beverages.

2.2.8 PRICING

A. All vending machines, their contents, and prices are subject to approval by the City Manager or designee.

B. The Provider shall satisfy demand at competitive prices comparable with the prices charged for food and beverages at other public parks in the area. The Provider agrees that the level of services in the proposal cannot change without the City's approval.

C. The Provider shall pay sales taxes or provide the City with proof of collection and remittance of sales taxes to the State of Florida on a monthly basis.

2.2.9 NUTRITIONAL GUIDELINES

A. Provider shall reference Ordinance 2012-21 (Exhibit "D") establishing nutritional requirements for food and beverages sold at City Facilities.

B. It shall be required that at least fifty percent (50%) of foods offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:

- Not more than 35 percent of its total calories shall be from fat.
- Not more than 10 percent of its total calories shall be from saturated fat.
- Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar.
- Not more than 175 calories per individual food item.

C. It shall be required that at least fifty percent (50%) of beverages offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:

- Fruit-based drinks that are composed of no less than 50 percent fruit juice and that have no added sweeteners.
- Drinking water.
- Milk, including, but not limited to, chocolate milk, soy milk, rice milk, and other similar dairy or nondairy milk.
- Electrolyte replacement beverages that do not contain more than 42 grams of added sweetener per 20 ounce serving.

D. "Added sweetener" means any additive other than 100 percent fruit juice that enhances the sweetness of a beverage.

E. The price for foods and beverages conforming with the above sections shall not exceed comparable nonconforming products by more than a maximum of ten percent (10%).

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

F. The City Manager or his/her designee shall be responsible for the implementation and enforcement of these guidelines and shall consult a licensed nutritionist to that effect.

G. Failure to adhere to the requirements herein shall constitute a material breach of the contract and be subject to immediate termination.

H. As a point of reference, a list of snacks and prepackaged foods that meet the nutritional requirements established herein are available at http://www.fitpick.org/.

2.2.10 STAFFING

A. Staff must be clean, groomed, and in uniform while on City property. Staff shall not smoke or consume alcohol in the Parks or any other department city-wide.

B. The City may require the Provider conduct a Class 2 criminal background check on all employees that will perform work at City facilities once every calendar year. Provider shall submit the results of criminal background check prior any new employees commencing work at City facilities.

C. The Provider agrees that it will properly train and supervise all employees and ensure compliance with the City's Drug Free Workplace policy.

D. The Provider's employees shall be courteous and shall be neat and sanitary and not pose a health threat or risk to the public.

E. The Provider's employees shall refrain from using profane, indecent, or obscene language and gestures at City facilities.

F. The City reserves the right to bar any of the Provider's employees from performing work at City facilities for not meeting the guidelines established herein. The City shall document these requests in writing and submit to the on-site supervisor.

2.2.11 OPERATIONS

A. Routine maintenance and restocking activities must be conducted at City facilities between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. Service calls requested by the City shall be conducted during regular operating hours at City facilities and completed within 24 hours.

B. Provider shall check and fill vending machines twice a week, once Monday and a second time on Fridays, to ensure they are fully stocked and operational. The City reserves the right to charge the Provider liquidated damages of $25 per day if Provider fails to meet this obligation.

C. The City reserves the right to charge to Provider liquidated damages of $25 per pay if Provider fails to address a service call within one (1) day, seven (7) days a week.

D. A report as a result of the audit will notify the Provider of condition needing correction or improvement. In the event, the Provider is deficient in three (3) audits during the term of the agreement, the City may declare the Provider in default of the terms and may terminate the agreement with ten (10) day written notice.

E. The Provider agrees that it will be responsible for the installation, maintenance, repair and all costs associated therewith for any equipment that the Provider desires to place into the Concession, as may be

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

permitted under this Agreement. The City will have no responsibility for the cost of installation, maintenance, repair or any other costs related to any equipment placed into the Concession by the Provider. The City will have no responsibility to obtain any permits that may be required in connection with the installation, maintenance or repair of any equipment placed in the Concession.

F. The Provider shall be responsible for inspecting the condition of the vending machines and equipment at City facilities.

G. The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider. The Provider, at the Provider's expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the vending machines.

H. The Provider will keep accurate and complete records of all revenue and expenses in connection with the operation of the vending machines. Such revenue and expenses will be supported by cash register tapes, invoices, sales slips bills, vouchers, payroll records, purchase orders and other pertinent records that, under recognized accounting and industry practices, contain information relating to costs, including gross sales or profits. In addition to any and all such documents or statements ("records") identifying total concession stand revenues for the time periods of operation as specified herein.

I. The Provider shall respond to refund requests submitted to the public within 24 hours of being received. Failure to respond within the required time frame may result in liquidated damages in the amount of $10 per occurrence. Refer to 3.6.4 for minimum signage requirements.

2.2.12 DAMAGE/ RESTORATION/ CONDITIONS

A. The City does not expressly or impliedly warrant the condition of any food service equipment. The Provider waives the right to a claim for any damages Provider, its agents, employees, volunteers, guests or invitees from any use of the Concession.

B. The City shall not be liable for any loss, damage or injury of any kind or character, including vandalism and theft, to any person or property: (i) caused by any defect in the vending machine; (ii) caused by or arising from any act or omission of Provider, or of any of its agents, employees, volunteers, guests or invitees; (iii) arising from any accident which may occur while Provider is in control of the vending machine; or (iv) arising from any other cause.

2.2.13 FINANCIAL STABILITY

Proposers shall demonstrate financial stability. Proposers shall provide a statement of the Proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

2.2.14 FINANCIAL STATEMENT

Proposers shall include a copy of their latest audited financial statements. If the Proposer is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Proposer does

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last two years.

2.2.15 LITIGATION HISTORY

Proposers shall provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than one hundred thousand dollars ($100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The City may disqualify any Proposer it determines to be excessively litigious.

2.3. Deliverables

Below is the total count of existing vending equipment servicing the city.

Government Center	1
Doral Glades Park	2
Doral Meadow Park	2
Morgan Levy Park	3
Trails & Tails Park	3
Doral Police Department	1
Police Training Center	1
Doral Legacy Park	6
Doral Central Park	6

Total Machines: 25

Technology Requirements for New Solicitation

Cashless Payment Systems

- Credit and debit cards
- Tap-to-pay
- Apple Pay / Google Pay
- Mobile wallet payments

Smart Telemetry Systems

- Real-time sales monitoring
- Inventory tracking
- Machine performance alerts
- Monthly sales reporting by machine location

These updates will improve service to patrons while increasing revenue transparency for the City.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

The Selected Respondent will be responsible for all aspects of the project, including but not limited to the following deliverables:

- List the deliverables (e.g., reports, studies), DO NOT include where, when, or how the deliverable will be accomplished. This will be determined in the negotiations)

2.4. Desired Outcomes: What Success Would Look Like

The City is looking forward in partnering with vending machine service provider that will match or exceeds the city's service requirements.

3. RESPONSE REQUIREMENTS

3.1. Required Forms & Certifications

Interested Respondents shall submit the following forms in the exact sequence provided, including insertion of documents where specified. The following materials are considered essential and non-waivable for any response to this solicitation.

A. **Submission Forms**
The required submission forms are attached to this Solicitation as Part F, General Terms and Conditions, and are inclusive of the following:

1. Performance Evaluation Survey
2. Solicitation Response Form
3. Pricing Sheet
4. Business Entity Affidavit
5. Respondent References
6. Bidder/Proposer Affidavits
    - Ownership Disclosure
    - Public Entity Crimes
    - Compliance with Foreign Entity Laws
    - Disability Non-Discrimination & Equal Employment Opportunity
    - Conformance with OSHA Standards
    - E-Verify Program Affidavit
    - No Contingency Affidavit
    - Copeland “Anti-Kickback” Act Affidavit
    - Non-Collusion Affidavit

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

- Drug Free Workplace Program
- Cone of Silence Certification
- Bidder Affirmation

7. Conflict of Interest Disclosure
8. Certificate of Authority
9. Affidavit Regarding Unauthorized Aliens Under 448.095, Florida Statutes
10. Required Affidavit Regarding the Use of Coercion for Labor and Services
11. List of Proposed Subcontractors (If Applicable)
12. IRS Form W-9 – Request for Taxpayer Identification Number and Certification

B. **Veteran Certified Business Certificate**
Respondents must submit their Veteran Certified Business Certificate with their response.

3.2. Licenses

The Successful Respondent must provide a copy of their occupational/business license and state registration at the time of award. Florida state registration can be downloaded and printed at www.sunbiz.org.

3.3. Financial Stability Documentation

Refer to Section 2.2.14.

3.3.1. Bid Security/Bond

There is no Bid Bond required to be submitted by proposers for this ITN.

3.4. Trade Secrets

Proposer must identify any trade secret being claimed. NOTE: Designation of the entire Proposal as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered. NOTE: Trade secret requests made after the Due Date and Time are not allowed. Proposer must submit purported trade secret information as follows:

- Shall cite, for each trade secret claimed, the Florida Statute number that supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as a trade secret.
- Provide a complete electronic copy of its proposal, clearly designated as “Original,” and that includes all items it has designated as trade secrets.
- Provide an additional electronic copy of its proposal that redacts all designated trade secrets, clearly marked as “ Redacted Copy”.

3.5. Minimum Qualification Requirements

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

1. Experience & Past Performance

A. Minimum standard:

- At least **3–5 years of experience** operating vending services
- Experience with **similar-sized or public-sector clients** (municipalities, schools, airports, hospitals, etc.)
- Provide **3 references** with:
  - Contract scope
  - Number of machines managed
  - Contact information

B. Licensing & Compliance

Ensure legal and regulatory compliance.

Minimum standard:

- All required **State of Florida business licenses**
- Compliance with:
  - Health and sanitation standards
  - ADA accessibility requirements
- Ability to obtain required **local permits.**

C. Insurance Requirements

Standard municipal protections.

Minimums (example):

- General Liability: $1M per occurrence / $2M aggregate
- Workers' Compensation: Statutory
- Auto Liability (if servicing vehicles used): $1M

D. Operational Capability

This is critical for service reliability.

Minimum standard:

- Ability to:
  - **Install, maintain, and service machines**

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

- Provide **regular restocking schedules**
- Respond to service calls within **24–48 hours (or tighter, e.g., 8–24 hrs)**

- Local or regional **service presence.**

E. Equipment & Technology

New modern equipoment is requested.

Minimum standard:

- Machines must:
  - Accept **cashless payments** (credit/debit, mobile pay)
  - Be **energy-efficient**
- Capability to provide:
  - **Remote monitoring (telemetry)** for inventory and maintenance
  - Sales tracking and reporting

F. Product & Service Offerings

Ensure quality and flexibility.

Minimum standard:

- Ability to provide:
  - Snacks and beverages
  - **Healthy options** (align with public-sector trends)
- Ability to:
  - Customize product mix based on location demand

G. Revenue Sharing / Compensation Structure

The city requesta revenue sharing proposal, perhaps a revenue sharing model maybe a (70% vendor / 30% City), all negotiable.

Minimum standard:

- Vendor must propose:
  - A **revenue-sharing model or commission structure**
- (Optional) Minimum guaranteed annual return

H. Reporting & Accountability

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Transparency is key.

Minimum standard:

- Monthly or quarterly reporting including:
  - Sales data
  - Machine uptime/downtime
  - Service response times

Proposers must meet the following minimum qualification requirements in order to be considered a responsible Proposer. Proposals from Proposers deemed non-responsible will not be evaluated or considered for award.

A. Proposer's company is "ACTIVE" status with Florida Division of Corporations (www.sunbiz.org) and registered to do business in the state of Florida.
No documentation is required. The City will verify this information.

B. Proposer has been in the business of providing goods/services for a minimum of [____] years.
Provide a statement on company letterhead attesting to the number of years.

C. Proposer possesses a current and valid [_____] License/Certification issued [_____]. (if applicable)
Provide a copy of Proposers [ ] License/Certification issued by [_____].

D. In accordance with F.S. §287.017, Proposer shall not be on any State of Florida or Federal Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, or Vendor Complaint List.
No documentation is required. The City will verify this information.

E. In accordance with Florida Statute §287.135 (5), at the time a company submits a response for a contract or before a company enters into or renews a contract with the District for goods or services of $1 million or more, it is not on the Scrutinized Companies with Activities in Iran Petroleum Energy List or engaged in business operations in Cuba or Syria.
Submit a completed Attachment 6 (Part G) certifying that the Proposer is not on this List.

F. In accordance with Florida Statute §787.06(2) (a) Proposer does not use coercion for labor or services.
Submit a completed Attachment 10 (Part G) certifying that the Proposer does not use coercion.

G. Proposer, its principal(s), officers, agents, or proposed subcontractor(s), shall not have any conflicts of interest as it relates to this solicitation.
Submit a completed Attachment 7 (Part G) certifying that Proposer, its principal(s), officers, agents, or proposed subcontractor(s), do not have any conflicts of interest.

3.6. Initial Proposal Response Requirements

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

This section identifies specific information that must be contained within the initial proposal response and the order in which such information should be organized. The information provided by Proposers will be used in the evaluation of proposal responses.

Tab 1 - Proposer Information and Acknowledgment
In this section provide:

A. Information and documentation on Proposer as follows:

B. Legal contracting name, including any dba or fictitious name in which Proposer operates.

C. State of organization or incorporation.

D. Ownership structure of Proposer's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation).

E. List of officers, owners, or managing partners of the firm. Include their names, work addresses, email addresses, and phone numbers.

Tab 2 – Proposer and Team's Experience
In this section, provide the following information regarding Proposer (firm) and its team's experience:

A. Number of years Proposer has been in the business of providing _____ goods/services.

B. Proposer's experience in providing _____ goods/services in Florida.

C. A narrative summary of Proposer's experience in the following categories of work that correspond with the Project Description Deliverables:

1. [Xxx]
2. [Xxx]
3. [Xxx]

D. A completed Client Reference form included in Part G, Attachments, in this section that list client references for which Proposer has provided _____ goods/services in the past five (5) years and[RS1] [TW2] who are agreeable to respond to a request from the City regarding Proposer's services. Detail any recent awards or recognition received by Proposer related to [_____] goods/services.

E. A brief bio of Proposer's key personnel who will be assigned to the project to include their name, title, primary area of responsibility, and their experience in that discipline.

Tab 3 – Innovation and Approach to the Project
In this section, provide the following information regarding Proposer's approach to the provision of services:

A. A clear and detailed strategy to Proposer's project approach to the provision of the following that correspond with the Project Description Deliverables:

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

1. [Xxx]
2. [Xxx]
3. [Xxx]

B. Provide a proposed implementation schedule that includes milestones.

C. Provide a detailed implementation plan for [……..]

D. Detail any proposed technology that will be utilized in the provision of the work.

E. Address how Proposer will ensure […….]

F. Include a description of the Proposer's approach to engaging with the applicable government agencies, departments, and project managers [Only if applicable to the work].

G. Propose a list of potential metrics to be utilized to track your performance if awarded the contract.

H. Include a copy of any terms and conditions that the Proposer requests to be included in a contract resulting from this ITN.

Tab 4 – Capacity and Resources
In this section, provide the following information regarding the Proposer's capacity to provide the work specified:

A. Describe Proposer's current staffing resources, both locally and corporately applicable to the project.

B. A brief profile for any subconsultants who will be assigned to the project to include the company/individual's name, primary area of responsibility, and their experience in that discipline.

C. An explanation, in general terms, of the Proposers' financial capacity to provide the work.

D. Provide details of any ownership changes to Proposer's organization in the past year or changes anticipated within six months of the date responses to this ITN are due (e.g., mergers, acquisitions, changes in executive leadership).

E. Describe any litigation, arbitration, or claims that involved Proposer in the past seven years that would impact Proposer's ability to provide services, the current status and as applicable, the outcome.

F. Provide a recent example of a "problem" that was encountered on a project similar to the work described in this ITN, the solution that was developed, and the outcome of implementing the solution.

G. Provide documentation supporting Proposer's ability to obtain the required insurances (e.g., current ACORD form indicating the types and amounts of insurances as stated in Section [_] of this ITN or submit a confirmation letter from Proposer's insurer (on insurer's letterhead), attesting to its ability to obtain the required insurances).

Tab 5 – Proposed Revenues (OR FEES FOR SERVICES)
Propose a detailed financial model to include the following:

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

A. [Xxxx]

B. [Xxxx]

C. [Xxxx]

Tab 6 – MWBE/LDB/VBE Participation (If applicable)

4. SPECIAL PROVISIONS

4.1. Special Contract Provisions

4.1.1 PURPOSE

The City of Doral is requesting proposals from qualified and experienced firms for the Operation and Management of Vending Machines at various locations throughout the City.

4.1.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

A. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period immediately preceding this Invitation to Bid. The firm shall have enough financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.

B. Proposers shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

C. Proposers must have three (3) years of experience immediately preceding this ITN two (2) Vending Machine Management and Maintenance Contracts within the last five (5) years, preferably one (1) with a government entity in Florida. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the proposer to ascertain that the contact person will be responsive. The following items shall be required submittals as part of the Provider’s proposal as described in Section 3. Failure to submit any of the items described in this section will result in a proposal scoring as nonresponsive. This list does not include any submittals required in other sections of this ITN.

4.1.3 PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held on April 15, 2026 ar 10:00am at City of Doral Central Park, Doral Central Park - 3005 NW 92nd Ave, Doral, FL 33172 . During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the ITN. Attendance to the Pre-Bid conference **is Mandatory.**

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

4.1.4 TERM OF CONTRACT

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for two (2) additional one (1) year period for a maximum total of five (5) years. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

4.1.5 PRICING

If the Proposer is awarded a contract under this ITN solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the initial term of this contract. However, the Proposer may offer incentives and discounts from this fixed price to the City and/or participants at any time during the contractual term.

Prior to, or upon completion of that initial term, the City shall have the option to renew this contract for two (2) additional one (1) year period for a maximum total of five (5) years. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the Consumer Price Index Urban Wage Earners and Clerical Workers, Miami / Ft Lauderdale – All Items. (or, if applicable, whatever Dept. of Labor CPI Index relates to the commodity / service being procured)

It is the Awarded Proposer's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate higher pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any increase in pricing for the additional term(s) based on the upward movement of the applicable index.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

4.1.6 PROPOSAL FORMAT, SIGNATURES AND SUBMISSION

To receive consideration, the ITN Proposal must be submitted on the Proposal forms as provided herein in OpenGov. AL forms thatt need signatures and to be notarized must be submitted as such. Any information to be submitted as part of the ITN submission has to be submitted thorugh OpenGov. No physical, mail-in, faxed or emailed ITN proposal responses wil be accepted, only proposals submitted through OpenGov are accepted.

4.1.7 METHOD OF AWARD

The City will open publicly all submittals rat the stated dedaline otlined in this ITN deadline. The public will have access to the bid opening through Microsoft Teams. The city will review all submittals for bid compliance according to the requirements set forth in this ITN and evaluate the submittals. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) or more Proposers selected as the most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

4.1.8 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

4.1.9 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications may be submitted to the attention of the City's Procurement Director, Roman Martinez, MPA CCPO, CPPB no later that seven days (7) after the ITN soslciation has been issued ot the public. It is the city's prerogative to accept or deny any request to modify specifications by prospective proposers.

4.1.10 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

4.1.11 INQUIRIES

Any questions regarding this ITN may be addressed thought the question and answer portal provided in OponeGov under the ITN Bid Number. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the of ffice of the City Clerk. Deadline for question related tio this ITN is **April 30, 2026 at 5:00pm**

4.1.11 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City’s option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City’s option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

4.1.12 COOPERATIVE (PIGGYBACK) USE BY OTHER GOVERNMENTAL ENTITIES

Other governmental entities, including but not limited to counties, municipalities, school districts, special districts, and other public agencies within the State of Florida, may, at their option, utilize the terms and conditions of this Invitation to Negotiate (ITN) and any resulting contract (the “Agreement”) for the procurement of similar goods and/or services.

Such use shall be contingent upon mutual agreement between the awarded Contractor and the requesting governmental entity.

Under no circumstances shall the the City of Doral be deemed a party to, guarantor of, or liable for any obligations arising from another governmental entity’s use of this Agreement.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

5. GENERAL DEFINITIONS & SOLICITATION TERMS & CONDITIONS

5.1. General Definitions

A. "Authorized Representative" means the Department contact for interaction regarding contract administration.

B. "City" means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.

C. "Contract" means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.

D. "Department(s)/Facilities" means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.

E. "Procurement Division and Asset Management Department" means the office responsible for handling procurement-related matters within the City.

F. "Respondent(s)": means any person, individual, or entity submitting a response to this solicitation. The terms "Proposer" and "Bidder" are each interchangeable with "Respondent" and with each other and will be used as appropriate in the given context.

G. "Response(s)" means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation shall not include any verbal interactions with the City apart from submittal of a formal written submittal. The terms "Proposal" and "Bid" are each interchangeable with "Response" and with each other will be used as appropriate in the given context.

H. "Solicitation" means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The term "Invitation to Negotiate" is interchangeable with "Solicitation" and will be used as appropriate in the given context.

I. "Successful Respondent(s)" means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City's best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms "Successful Proposer", "Successful Bidder", or "Contractor" are each interchangeable with "Successful Respondent" and will be used as appropriate in the given context.

J. "Work" means the actual task (i.e., good and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

5.2. General Terms and Conditions

5.2.1. Additional Terms and Conditions

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately ill transmittal letters, specifications, literature, price lists or warranties, it is under-stood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's/Proposer's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this.

5.2.2. Addition/Deletion of Facilities, Goods, or Services

The City reserves the right to amend this contract to add or remove facilities, goods or services at its discretion. The awarded Respondent will be requested to provide price quotations for any additional goods or services. Should these quotations be deemed fair and reasonable by the City, the awarded Respondent will be granted the opportunity to supply these additional facilities, goods or services.

5.2.3. Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other competitively bid (government) contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

5.2.4. Assignment or Transfer

The Successful Respondent shall not assign, transfer, convey, sublet, or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title, or interest therein, or its power to execute such Contract to any person, company, or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, in the event that the majority ownership or control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, the Successful Respondent shall promptly notify City in writing of such change at least thirty (30) days prior to such change and the City shall have the right to terminate the contract, at City’s sole discretion.

5.2.5. Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party shall be responsible for its own attorney fees through and including appellate litigation and any post-judgment proceedings.

5.2.6. Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the Contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

5.2.7. Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to provide the goods or perform the services required by the City under the

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Contract, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.

5.2.8. City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondents are required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or their agent, representatives, or invitees).

5.2.9. City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

5.2.10. Clarifications and Addenda

Questions regarding this Solicitation shall be directed in writing by email to the Procurement Division at the email address specified in this Solicitation. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via email or through OpenGov. The addendum will be uploaded to the City's Procurement webpage.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum shall be the only official method whereby such a clarification is made. Only questions answered by written addenda shall be binding.

5.2.11. Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers, or the principals thereof, who have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, shall be rejected.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

5.2.12. Completion of Work

The Successful Respondent agrees that the completion time as specified in the Successful Respondent's response will be met and that all work will be executed regularly, diligently, and uninterrupted as such rate of progress as will ensure full completion thereof within the time specified.

5.2.13. Compliance with Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) will in no way be a cause for relief from responsibility. Respondents must be legally authorized to transact business in the State of Florida.

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observe that the Response or subsequent Contract is at variance with applicable laws, the Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) perform knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising therefrom.

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

5.2.14. Compliance with Occupational Health and Safety Act (OSHA) Standards

Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies that, if he/she is the Successful Respondent, and the materials, equipment, etc., delivered are subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne solely by the Successful Respondent. Upon request, the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent shall be solely and completely responsible for the conditions of the job site, including the safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S. Department of Labor OSHA, Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

5.2.15. Cone of Silence

This Solicitation shall be subject to the "Cone of Silence" which shall mean a prohibition on any communication regarding a Solicitation between potential Respondent(s) or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and his or her staff, and any member of the City's selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence shall be imposed upon this Solicitation after the advertisement thereof and shall terminate upon the issuance of the City Manager's recommendation to award. However, if the City Council refers the City Manager's recommendation back to the City Manager or committee for further review, the Cone of Silence

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

shall be re-imposed until such time a recommendation is issued by the City Manager after such additional review.

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City's Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation;
- Duly noticed site visits to determine the competency of Bidders/Respondent(s)s regarding a particular Bid/Proposal during the time period between the opening of Bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City's request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent shall render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

5.2.16. Confidentiality – Florida Sunshine Act

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Contract contains a confidentiality provision, it shall not apply when disclosure is required by Florida law or upon a court order. By submitting a response, the Respondent acknowledges that materials submitted with the response and the results of the City's evaluation are open to public inspection upon proper request. The Respondent should take special note of this as it relates to proprietary information that may be included in their response.

5.2.17. Conflict of Interest

By way of its Response, Successful Respondent recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a Material Interest in the Respondent. "Material

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Interest" for purposes of this subsection shall mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

5.2.18. Conflicts and Order of Precedence

This Solicitation and Contract shall be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence shall apply:

In the event of any conflicts between the Contract and Solicitation, the Contract, as may be amended, shall govern. Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Technical Specifications, or any addendum issued, the order of precedence shall be the last addendum issued, the Technical Specifications, the Special Terms and Conditions, and then the General Terms and Conditions.

5.2.19. Contract Amendments

The Contract(s) that result from this Solicitation may not be modified except pursuant to a written amendment executed by both the City and the Successful Respondent, or their authorized successors or assigns.

5.2.20. Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "Shall", "must", "will" is mandatory and "may" is permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

5.2.21. Delivery

The delivery of any all goods required by this Solicitation and resultant Contract shall be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions shall be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract shall remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to the City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned, and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

5.2.22. Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent and the City department responsible for the administration of the Contract shall make a good-faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Manager will resolve the dispute and send a written copy of its decision to the Successful Respondent, which shall be binding on both parties.

5.2.23. Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

5.2.24. E-Verify

Section 448.095, Florida Statutes, directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Section 448.095, Florida Statutes, further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Section 448.095, Florida Statutes, CONTRACTOR, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by CONTRACTOR during the contract term. Further, CONTRACTOR must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of CONTRACTOR to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions.

5.2.25. Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division.

Respondents are required to be familiar with any conditions that may, in any manner, affect the Work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the Work to be performed under the Contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

5.2.26. Exceptions to Specifications

Exceptions to the specifications must be listed on the Solicitation Response Form and must reference the relevant section. Any exceptions may be cause for the response to be considered nonresponsive.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

5.2.27. Extensions
The City reserves the right to automatically extend the Contract for up to six months beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated and/or awarded pursuant to F.S. 287.057(12). If the right is exercised, the City shall notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms and conditions for a specific number of days.

5.2.28. Fraud and Misrepresentation
Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City may, as a further sanction, terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

5.2.29. Force Majeure
Except as otherwise expressly provided herein, neither party shall be considered in default in the performance of *its* obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or public enemy, fire, explosions, riots, strikes (not including strikes of the Bidder's Staff Personnel), or war. Notwithstanding the forgoing, the failure of any of the Bidder's suppliers. or the like, shall not excuse the Bidder's performance except that such failures are due to any cause without the fault and reasonable control of such suppliers, or the like, including but not limited to acts of God or public enemy, fire, explosions, riots, strikes (not including strikes of the Bidder's Staff Personnel), or war.

5.2.30. Governing Law and Venue
The validity and effect of the Contract shall be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract shall take place in Miami-Dade County, Florida.

5.2.31. Identical (Tie) Responses
Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as “Tie Bids”), received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes.

5.2.32. Incurred Expenses
The City shall not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including, without limitation, the cost incurred during any presentation or negotiations related to potential award.

5.2.33. Indemnification
The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or

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proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving, or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities under the Contract.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting their Response or providing the goods or services requested by this Solicitation. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

5.2.34. Insurance Requirements

Contractor shall maintain, at their sole expense and during the term of this agreement insurance requirements set forth in the attachment

5.2.35. Licensing

Respondents must have the proper license(s) and certification(s) to perform the Work being requested. Successful Respondent must provide a copy of their occupational/business license and State registration at time of award. Failure to possess and maintain the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their bid

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

submittal. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

5.2.36. Non-Appropriation of Funds

If no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable, in any fiscal period for payments due under the contract, the City, upon written notice to the contractor or assignee, shall have the unqualified right to terminate the contract without incurring any penalty or expense. No guarantee, warranty, or representation is made that any particular project will be awarded to any contractors.

5.2.37. Non-Collusion

Each Respondent must complete the Non-Collusion Affidavit and submit the executed form with their submittal. The City considers the failure of the Respondent to submit this document to be a major irregularity and will be a cause of rejection of submissions.

By responding to this ITN, the Respondent, and in the case of a joint response, each participant, must certify the following:

- They have not shared, discussed, or compared their response with other Respondents and have not colluded with any other parties involved in this solicitation.
- They have not made any attempt, nor will any attempts be made, to persuade any other individual or firm to submit or withhold a response to manipulate or restrict competition.
- That all individuals or entities with an interest in this solicitation or the resulting contract are named in the response. No other parties have any interest in this solicitation or the contract that will result from this solicitation.
- That no person or agency has been hired or retained to obtain this contract through an agreement or understanding involving a commission, percentage, brokerage, or contingent fee, except for bona fide employees or established commercial agencies used by the Respondent for legitimate business purposes.

5.2.38. No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any such relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent shall be provided by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under the Contract shall be those of the Successful Respondent.

5.2.39. Notice

Whenever any provision of the Contract requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

5.2.40. Payment
The City, as a municipal corporation, is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat., as amended. Payments made by the City shall not preclude the City from disputing any items or services billed under this Contract and shall not be construed as a waiver or acceptance of any part of the goods or services.

5.2.41. Preparation of Response
Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses shall include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent shall be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

5.2.42. Protests
Protests of Solicitations and awards shall be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the requirements for filing will not be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE TO THIS REQUIREMENT.

5.2.43. Public Entity Crime
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 Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a lease 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 thirty-six (36) months from the date of being placed on the convicted vendor list, as defined in Section 287.133, Florida Statutes.

5.2.44. Public Records
This Solicitation and any Responses or other information provided by Respondents in connection therewith, including but not limited to any subsequent Contract, shall be subject to the provisions of Chapter 119, Florida Statutes ("Public Records Law"). Responses are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Responses, whichever occurs earlier.

By submitting a Response, Respondent(s) acknowledge that the Response, the materials submitted with the Response, the results of the City's evaluation, and the subsequent Contract are open to public inspection upon proper request unless explicitly exempt under Florida law. Respondent(s) should take special note of this as it relates to proprietary information that might be included in their Response.

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the Public Records Law, such Respondent shall explicitly indicate the information that is exempt from public disclosure, shall provide reasons therefor, and shall identify the applicable exemption with a reference to the

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

5.2.45. Quality of Work/Services

The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service must be new and of the highest quality, except as otherwise specified in this Solicitation.

5.2.46. Quantities

The City does not guarantee or warrant as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for bidding purposes only and will be used for tabulation and presentation. The City reserves the right to reasonably increase or decrease quantities as required.

5.2.47. Respondent in Arrears or Default

The Respondent represents and warrants that the Respondent is not in arrears to the City, City agency, or instrumentality, and is not a default as a Contractor, Vendor, Provider or whose default has not been fully cured by the Respondent's surety or otherwise upon any obligation to the City. In addition, the Respondent warrants that the Bidder has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Respondent's responsibility or qualifications to receive public agreements. The Respondent considers this warrant, as stated in this section, to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall deem as non-responsible, Respondents that the City has determined are in monetary arrears, in debt, or in default to the City at the time Bids are due.

5.2.48. Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

5.2.49. Right to Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s) but serves as a process to publicly and transparently select a service provider. However, the contents of the offered document, as well as the proposed documents and the Best and Final Offer (BAFO), may be used in support of the subsequent contract to be issued between the Respondent and the City. Furthermore, the City reserves the right to award without further discussion.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated.

5.2.50. Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

5.2.51. Severability

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

5.2.52. Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work. The City shall notify the Successful Respondent, in writing, of any proposed person or entity to which the City has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may have a reasonable objection. Nor will the Successful Respondent be required to employ any subcontractor or supplier who has been accepted by the City, unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

The Successful Respondent shall be fully responsible for all acts and omissions of their subcontractors and/or suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them.

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City's benefit. Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including, without limitation, any payment to any such person, except as may otherwise be required by law.

5.2.53. Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that they have fully read and understand the Solicitation, its competitive selection methodology, and have full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Acceptance/Rejection/Modification: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and waive minor irregularities in the submittals.

Postponement of Response Opening: The City reserves the right to postpone the date for receipt and opening of Response submissions and will make a reasonable effort to give at least three (3) calendar days' notice, whenever practicable, of any such postponement to prospective Respondents.

Responses Binding: All Responses submitted in connection with this Solicitation will constitute binding offers to the City for one hundred and eighty (180) calendar days after opening.

Alternate Responses: An alternate Response will not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations followed by question-and-answer sessions prior to award. The City will not be liable for any expenses incurred by the Respondent in connection with interviews or presentations (i.e., travel, accommodations, etc.).

Inspections: The City, at its sole discretion, reserves the right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the requirements for the Contract. The contractor must make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives.

Proprietary Responses: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondents. In the event of a Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

Performance and Payment Bonds: The Respondent is required to submit a Payment Bond and a Performance Bond in forms acceptable to the City, which must be substantially as provided in the forms within Part H. Each bond must be in the amount of one hundred percent (100%) of the total contract price, guaranteeing the City the completion and performance of work covered in the contract as well as full payment of all suppliers, materials, laborers, and Subcontractors employed pursuant to the project.

Each bond must continue in effect for one and a half (1.5) years after final completion and acceptance of the work, with the liability equal to one hundred percent (100%) of the total contract price. The Performance Bond must be conditioned that the contractor will, upon notification by the City, correct any defect or faulty work or materials which appear within one and a half (1.5) years after final completion of the contract.

Each Bond required herein must be executed by a surety company authorized to do business in Florida as a surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.

The surety company shall hold a current certificate of authority as an acceptable surety on federal bonds in accordance with the United States Department of the Treasury Circular 570, current Revisions. Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida. The City will accept a surety bond from a company with a rating of A- or better.

Negotiation Meetings with Finalists: The City may schedule negotiation meetings with finalists. These meetings are not open to the public but are scheduled with each specific finalist independently of the others. During

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

these meetings, the City may request additional information, clarifications on what the Respondent is offering, or may request pricing adjustments based on modifications to the scope of work.

Best and Final Offer (BAFO) Submission: As a result of this ITN solicitation process, the City reserves the right to request a BAFO submission from all finalists. The Evaluation Committee will make the final award recommendation based on the submitted ITN response, subsequent meetings, including representation, question-and-answer sessions, negotiations, and the final BAFO submission.

5.2.54. Taxes
The cost of all applicable sales, use, and other taxes for which Respondent is liable under the Contract shall be included in the prices quoted provided by Respondent.

5.2.55. Termination for Convenience
The City Manager may terminate the Contract, in whole or in part, upon 30 days' prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and is so terminated for the convenience by the City, the Successful Respondent will be compensated in accordance with an agreed-upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City will be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

5.2.56. Termination for Default
If the Successful Respondent defaults in its performance under the Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

5.2.57. Waiver of Jury Trial
The City and the Successful Respondent knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.

5.2.58. Withdrawal of Response
A Respondent(s) may, without prejudice, withdraw, modify, or correct the Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response, as modified by such writing, will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

5.2.59. Performance and Payment Bond
The Respondent must have the ability to obtain a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the total contract price at the time of contract execution. See Part F for additional information. The Respondent must submit proof of their bonding capacity through a letter from their bonding company, which should be substantially as provided in Part H, Exhibits.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

The Successful Respondent is required to execute the Agreement and provide the required Payment and Performance Bonds and Insurance within ten (10) days following the notification date. Should the Respondent fail to meet these requirements, the City reserves the right to rescind the award and claim against the Bid Bond.

6. VENDOR RESPONSE

6.1. Vendor Questionnaire

1. Performance Evaluation Survey
Please download the below document and have your present or past cllient send the reference to performancesurvey@cityofdoral.com

- PERFORMANCE_EVALUATION_SURV...

2. Bid Submission Packet*
Bid Submission Packet should include and requirements listed in Response Requirements section. Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested. All pages should be consecutively numbered and correspond to the Table of Contents.

*Response required

3. Date of Entity Formation*
*Response required

4. Entity Type*
☐ Corporation
☐ Partnership
☐ LLC
☐ Other
*Response required

5. Office Location*
*Response required

6. FEI/EIN Number*
*Response required

7. Authorized Representative*
Name and Title

*Response required

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

8. The undersigned Respondent agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this Solicitation and in accordance with the terms and conditions of the Contract.*

☐ Please confirm

*Response required

9. Respondent accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Respondent agrees to sign and submit the Contract with any applicable documents required by this ITN within ten days after the date of City's Notice of Award (If applicable).

☐ Please confirm

10. Respondent further warrants and represents that it has familiarized itself with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.*

☐ Please confirm

*Response required

11. Respondent further warrants and represents*

It has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Respondent for such purposes.

☐ Please confirm

*Response required

12. Respondent further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Respondent.*

☐ Please confirm

*Response required

13. Respondent further warrants and represents*

This Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Submittal ; Respondent has not solicited or induced any person, firm or corporation to refrain

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

☐ Please confirm

*Response required

14. Respondent understands that the quantities provided are only provided for Submittal evaluation only. The actual quantities may be higher or lower than those in the Submittal form.*

☐ Please confirm

*Response required

15. Respondent understands and agrees that the Contract Price is a Unit Rate Contract to furnish and deliver all of the Work complete in place. As such, the Proposer shall furnish all labor, materials, equipment, tools, supervision, and services necessary to provide a complete Project.*

☐ Please confirm

*Response required

16. Communication - If information is different than what is provided in Vendor Profile:
Communications concerning this Proposal shall be addressed to:

Please provide:

- Name of Respondent
- Telephone Number
- Email Address
- Attention

17. Statement*
I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in the management of the entity.

☐ Please confirm

*Response required

18. Pricing Sheet*
Please download the below documents, complete, and upload and excel spreadsheet.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

- CITY_OF_DORAL_-_PRICE_SHEET...

*Response required

19. Business Entity Affidavit*
Please download the below documents, complete, and upload.

- BUSINESS_ENTITY_AFFIDAVIT.docx

*Response required

20. Respondent References*
Please download the below documents, complete, and upload.

- RESPONDENT_REFERENCES.docx

*Response required

21. Respondent Affidavits*
Please download the below documents, complete, and upload.

- RESPONDENT_AFFIDAVITS.docx

*Response required

22. Conflict of Interest Disclosure*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST_DISCLO...

*Response required

23. Certificate of Authority*
Please download the below documents, complete, and upload.

- CERTIFICATE_OF_AUTHORITY_20...

*Response required

24. AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES*
Please download the below documents, complete, and upload.

- AFFIDAVIT_REGARDING_UNAUTHO...

*Response required

25. REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES*
Please download the below documents, complete, and upload.

- REQUIRED_AFFIDAVIT_REGARDIN...

*Response required

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

26. LIST OF PROPOSED SUBCONTRACTORS*
Please download the below documents, complete, and upload.

- LIST_OF_PROPOSED_SUBCONTRAC...

*Response required

27. IRS Form W-9*
Completed Request for Taxpayer Identification Number and Certification

*Response required

28. Veteran Certified Business Certificate
Respondents must submit their Veteran Certified Business Certificate with their response.

29. Copy of License(s)*
The Successful Respondent must provide a copy of their occupational/business license and state registration at the time of award. Florida state registration can be downloaded and printed at www.sunbiz.org.

*Response required

30. Financial Statements*
This section will remain confidential. Do not include statements in Bid Submission Packet.

*Response required

31. Trade Secret*
Proposer must identify any trade secret being claimed. NOTE: Designation of the entire Proposal as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered. NOTE: Trade secret requests made after the Due Date and Time are not allowed. Proposer must submit purported trade secret information as follows:

- Shall cite, for each trade secret claimed, the Florida Statute number that supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as a trade secret.
- Provide a complete electronic copy of its proposal, clearly designated as “Original,” and that includes all items it has designated as trade secrets.
- Provide an additional electronic copy of its proposal that redacts all designated trade secrets, clearly marked as “ Redacted Copy”.

*Response required

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

CITY OF DORAL | ITN NO. 2026-11

Fresh Service & Repair Corp

Vending Machines Operation & Management

City of Doral, Florida

1	2	3
Doral-Headquartered	**Family-Owned Business**	**15+ Years of Experience**

Submitted by Fresh Service & Repair Corp

In Response to ITN No. 2026-11

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

TABLE OF CONTENTS

Cover Page
Fresh Service & Repair Corp – ITN No. 2026-11

Tab 1 – Proposer Information & Acknowledgment

A. Proposer Information
B. Legal & Corporate Details
C. Ownership Structure
D. Officers, Owners & Managing Partners
E. Acknowledgment

Tab 2 – Proposer and Team's Experience

A. Years in Business
B. Experience in Florida
C. Relevant Experience by Service Category
D. Client References & Past Performance
E. Key Personnel

Tab 3 – Project Approach and Service Strategy

Overview – Service Model

Tab 3A – Project Delivery Strategy

Operations & Restocking Strategy
Maintenance & Rapid Response Strategy
Technology, Reporting & Partnership Strategy

Tab 3B – Implementation Schedule & Milestones

Tab 3C – Detailed Implementation Plan

Phase 1 – Contract Kickoff & Coordination
Phase 2 – Site Surveys & Equipment Planning
Phase 3 – Procurement, Customization & Preparation
Phase 4 – Installation & Activation
Phase 5 – Launch Support & Optimization

Tab 3D – Advanced Technology Solutions

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Custom Vending Machine Solutions

Tab 3E – Service Quality & Performance Assurance

Tab 3G – Performance Metrics & Accountability Framework

Tab 3H – Requested Terms and Conditions

Tab 4 – Capacity and Resources

A. Staffing Resources
B. Subconsultants (if applicable)
C. Financial Capacity
D. Ownership Changes
E. Litigation History
F. Problem Resolution Example
G. Current ACORD Form

Tab 5 – Financial Proposal & Pricing

Proposal 1 – 25% Commission Structure
Proposal 2 – 30% Commission Structure
Sponsorship Commitment

Attachments

Client Reference Forms
Performance Evaluation Survey
Insurance Documentation (ACORD Form)
Additional Supporting Documents

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

TAB 1 – Proposer Information & Acknowledgment

Company Profile & Proposal Details

A. Proposer Information

Fresh Service & Repair Corp respectfully submits this proposal in response to ITN No. 2026-11 for Vending Machines Operation & Management for the City of Doral. Fresh Service & Repair Corp is a **Doral-headquartered, family-owned vending services provider** with over fifteen (15) years of experience operating throughout the State of Florida and a strong, established presence within the City of Doral. As residents of Doral for over twenty (20) years, the ownership has developed a deep, firsthand understanding of the City's growth, operational expectations, and service standards.

The company currently services multiple locations throughout Doral and has built a reputation for **reliability, consistency, and responsiveness in high-traffic environments**. For the proposed City-wide vending program, Fresh Service & Repair Corp will deploy a **dedicated, locally based service team assigned specifically to the City of Doral**, ensuring consistent stocking, proactive maintenance, and immediate response to all service needs.

Unlike larger regional operators that manage multiple territories simultaneously, our team is **focused exclusively on servicing Doral locations**, allowing for greater efficiency, faster response times, and a higher level of accountability across all facilities.

Fresh Service & Repair Corp distinguishes itself through a combination of **modern vending technology, industry-leading response times, and direct owner involvement in daily operations**. The company utilizes **cashless, smart vending machines equipped with real-time inventory tracking and remote monitoring**, allowing for proactive servicing and reduced downtime. Due to its local presence and hands-on management structure, Fresh Service & Repair Corp guarantees **response to all service calls within ten (10) hours**, significantly exceeding standard industry response times.

Unlike larger, non-local vendors, Fresh Service & Repair Corp provides **direct accountability, faster decision-making, and a higher level of service execution**, as operations are actively managed by ownership within the same community being served. This structure ensures that all City facilities receive consistent, high-quality service and immediate attention when needed.

Legal & Corporate Details

B. Legal Contracting Name

Fresh Service & Repair Corp. The company does not operate under any DBA or fictitious name.

C. State of Organization

Incorporated in the **State of Florida** and in good standing with the Florida Division of Corporations.

D. Ownership Structure

Organized as a **Corporation**, privately held as a family-owned business. This structure allows for direct oversight, efficient decision-making, and high accountability in service delivery.

E. Officers, Owners & Managing Partners



Vending Manager — Founder

Serves as Vending Manager and is responsible for overseeing all day-to-day vending operations, including machine performance, maintenance, servicing, and logistics. With over **fifteen (15) years of hands-on experience** in the vending industry, he ensures operational reliability, consistent machine uptime, and rapid response to all service needs.



Business Development Manager

Oversees client relationships, contract management, and growth strategy, including the **implementation of advanced vending technology and performance optimization systems**. Both principals operate locally and are directly reachable for all City of Doral communications.

Key Differentiators

Locally Based Team

Dedicated service team assigned exclusively to City of Doral locations — no split territories.

Smart Vending Technology

Cashless machines with real-time inventory tracking and remote monitoring for proactive servicing.

10-Hour Response Guarantee

Guaranteed response to all service calls within ten (10) hours — exceeding industry standards.

Owner-Managed Operations

Direct owner involvement in daily operations ensures accountability and faster decision-making.

Acknowledgment

Fresh Service & Repair Corp acknowledges receipt of all solicitation documents, addenda, and requirements associated with this ITN and confirms that it has carefully reviewed and understands all specifications, conditions, and expectations set forth by the City of Doral. By submitting this proposal, the company certifies that it possesses the experience, resources, and operational capability to successfully perform all required services. Fresh Service & Repair Corp further affirms its commitment to providing **high-quality service, advanced vending solutions, and a reliable, long-term partnership with the City of Doral**.

This proposal is submitted in full compliance with ITN No. 2026-11. All specifications, conditions, and expectations set forth by the City of Doral have been carefully reviewed and are fully understood by Fresh Service & Repair Corp.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB



Vending Manager

Alexander Recalde - Founder

As the **founding visionary** behind Fresh Service & Repair Corp, the Vending Manager brings over **fifteen (15) years of unparalleled experience** to every aspect of vending machine operations and management. His leadership is directly responsible for establishing the company's reputation for excellence, reliability, and innovative service delivery within Doral and across Florida. He ensures that all aspects of daily operations, from machine performance to rapid response logistics, meet the highest standards.

Key Qualifications & Skills

Languages

English, Spanish, Basque

Certifications

Refrigeration License

Miami Dade College

Professional Background and Expertise

- Established Fresh Service & Repair Corp, growing it into a leading local vending solutions provider known for its dedicated service and technological integration.
- Directly oversees all day-to-day vending operations, including machine performance, maintenance, stocking, and logistical coordination for maximum efficiency.
- Pioneered the adoption of cashless, smart vending technology with real-time inventory tracking and remote monitoring to ensure proactive servicing and minimal downtime.
- Deep understanding of the Doral community's unique needs and operational expectations, reinforced by over two decades of local residency.

Strategic Operations Management & Optimization	Advanced Vending Technology Implementation
Proactive Maintenance & Troubleshooting	Logistics & Supply Chain Efficiency
Client Relationship & Contract Management	Team Leadership & Development

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Tab 2 - PROPOSER AND TEAM'S EXPERIENCE

Fresh Service & Repair Corp brings extensive experience and a proven track record in vending machine operations, maintenance, and management across Florida, with a particular focus on the City of Doral. Our dedicated approach combines years of industry expertise with cutting-edge technology to deliver reliable, high-performance vending solutions.

A. Number of Years in Business

Fresh Service & Repair Corp has been a trusted provider of vending machine operation, maintenance, and management services for over fifteen (15) years. This extensive tenure has allowed us to develop a robust operational foundation, emphasizing reliability, consistent servicing, and delivering high-performance vending solutions that meet diverse client needs.

15+

Years in Business

Of dedicated vending service experience, fostering deep market understanding and operational excellence.

B. Experience Providing Services in Florida

Fresh Service & Repair Corp has operated throughout Florida for over 15 years, with a concentrated presence in Miami-Dade County and headquarters in the City of Doral. We have successfully serviced vending machines across a wide range of environments — from educational institutions and large residential communities to high-traffic public locations — giving us firsthand knowledge of local market preferences, operational logistics, and South Florida's service expectations.

C. Relevant Experience by Service Category

The following categories reflect Fresh Service & Repair Corp's direct, hands-on experience aligned with the City of Doral's vending service requirements.

Vending Operations & Management

15+ Years Experience · 70+ Active Locations

Over 15 years managing full-service vending operations across Florida — installation, stocking, route management, and ongoing operations across schools, residential communities, corporate facilities, and high-traffic environments.

Examples:

- Schools · Large corporations · Residential communities

Maintenance & Service Reliability

10-Hour Response Standard · Daily Checks Available

Strong reputation for rapid response, preventative maintenance, and machine uptime. Direct owner involvement and trained local staff allow fast issue resolution, consistent cleanliness, and dependable service.

Examples:

- Quick field repairs · Routine preventative maintenance · High-traffic route servicing

Technology & Customer Experience

Cashless Payments · Real-Time Monitoring · Custom Wrapped Machines

Modern vending technology including tap-to-pay, telemetry, inventory alerts, sales reporting, and custom machine designs that improve convenience and aesthetics at City facilities.

Examples:

- Cashless transactions · Monthly reporting · Branded machine wraps

> Proven experience aligned with the City of Doral's operational and service expectations.

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PERFORMANCE EVALUATION SURVEY

ITN NO. 2026-11
VENDING MACHINES OPERATION & MANAGEMENT

From:	CARBEL LLC Part of Arvato	To: PROCUREMENT DIRECTOR	
Company:	Fresh Service & Repair corp	**Deadline:**	**May 5, 2026**
Phone No.:	305-599-0832 ext. 237	Total #. Of Pages:	1
Mobile No.	305-924-5339	Ph. #: 305-593-6725, X 4006	
Email:	mariendetullio@carbel-wd.com	Email:	PerformanceSurvey@cityofdoral.com
Subject:	Reference for work completed regarding:	VENDING MACHINES OPERATION & MANAGEMENT	

Additional Details:

You, as an individual or your company, have been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:

The City of Doral is soliciting Responses from qualified and experienced firms to provide the required:

VENDING MACHINES OPERATION & MANAGEMENT

Company you are providing a reference

	Indicate: "YES" or "NO"
1. Has the vendor been performing vending machine operations and maintenance services for your entity/company?	YES
2. Does or did the company have adequate personnel to provide the required services?	YES
3. Were or has any problems encountered with the company's work performance?	NO
4. When requesting any financial reporting, did you receive such reports in timely manner?	YES
5. Were all work tasks completed on time based on the original established timeline?	YES
6. As to vending machine service calls, was response for repair provided timely?	YES
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, overall service, personnel, and resources?	10
8. If the opportunity were to present itself, would you rehire this company?	CURRENT VENDOR

9. Please provide any additional comments pertinent to this company and the work performed for you:

FSR has been servicing our buildings for over 5 years, they offer excellent service and are very reliable.

Please complete and return to the attention of:
Procurement Department
at PerformanceSurvey@cityofdoral.com
By May 5, 2026, at 2:00 pm

Marien De Tullio
Print Name

Facilities - Head of Dept
Title

Signature

4/29/2026
Date

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

D. Client References and Past Performance

Fresh Service & Repair Corp is proud to present a robust list of satisfied clients who have benefited from our comprehensive vending machine operations and management services throughout South Florida, including a strong presence within the City of Doral. The following references exemplify our commitment to reliability, service quality, and exceptional responsiveness. Each client listed is available and willing to attest to our performance and the value we bring to their respective organizations.

Client	Services Provided	Contact Name	Title	Phone/Email
Downtown Doral Charter Schools	Full-service vending machine operations, including installation, restocking, maintenance, and student-friendly product offerings.	Scheila Chari	Development Director	305-569-2223 schari@dadeschools.net
City Furniture	Vending machine installation and management for employee and customer use within a high-traffic retail and warehouse environment.	Saadia Romero	Manager	305-255-3538 Saadia.Romero@cityfurniture.com
Las Brisas Associations	Vending machine services within a residential community setting, including installation, product stocking, and maintenance tailored to resident needs.	Bill Watts	Manager	786-351-6829 Lasbrisas@unlimitedpm.com
Tire Group International	Vending machine operations within a corporate and warehouse environment, including installation, restocking, and maintenance in a fast-paced operational setting, with emphasis on uptime and quick response to service needs.	Mark Lindsey	Manager	305-696-0096 tgi@tiregroup.com

E. Key Personnel

Fresh Service & Repair Corp prides itself on assigning experienced leadership to all operations, ensuring direct oversight and unwavering accountability. Our leadership team brings a blend of deep operational knowledge and strategic vision, guaranteeing superior service delivery and client satisfaction.

1

Alexander Recalde Sr.

Founder and Vending Manager

With over fifteen (15) years of hands-on experience, Alexander Recalde Sr. is responsible for overseeing all day-to-day vending operations. His expertise ensures optimal machine performance, efficient servicing, meticulous maintenance, and streamlined logistics, maintaining the highest standards for consistent uptime and rapid response.

2

Alexander Recalde Jr.

Business Development Manager

Alexander Recalde Jr. focuses on strategic growth, client relationships, and contract management. He drives operational optimization, spearheads the integration of cutting-edge vending technology systems, and champions continuous service improvement. His role ensures the company remains efficient, responsive, and perfectly aligned with evolving client expectations.

3

Lucia Lanceta

Operations and Business Manager

Lucia brings strong organizational and operational expertise to the team, playing a key role in coordinating day-to-day service activities, ensuring seamless communication across departments, and maintaining the high standards of quality and efficiency that Fresh Service & Repair Corp is known for.

4

Amado Garcia

Head of Operations & Field Logistics

Amado leads field operations with a hands-on approach, overseeing route coordination, driver performance, and on-the-ground logistics. His direct involvement in the field — including active participation in service routes — ensures that operational standards are upheld at every level and that client locations receive timely, reliable service.

The individuals listed above represent the senior management team directly involved in this engagement. Beyond this leadership group, Fresh Service & Repair Corp deploys a large and dedicated team of experienced drivers and skilled technicians exclusively committed to servicing this route — ensuring consistent coverage, rapid response times, and uninterrupted service excellence across all City of Doral locations.

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TAB 3 – Project Approach and Service Strategy

Fresh Service & Repair Corp's service model is built on three core pillars — reliable operations, rapid response, and modern technology — designed to deliver consistent, high-quality vending services across all City of Doral facilities.

Operations & Restocking

2–3x Weekly Guaranteed · Daily Checks Available

Machines serviced a minimum of 2–3 times per week, with daily inspections available. Product mix customized by location to maximize usage and meet City requirements.

Maintenance & Rapid Response

10-Hour Guaranteed Response · 98%+ Target Uptime

All service calls addressed within 10 hours. Preventative maintenance, local routing, and dedicated technicians minimize downtime and maintain consistent performance.

Technology & User Experience

Cashless Payments · Real-Time Monitoring · Monthly Reporting

Smart vending machines with tap-to-pay, telemetry, inventory alerts, remote diagnostics, and transparent monthly reporting to the City.

> **Local Advantage** Doral-headquartered, family-owned company with direct owner oversight and faster accountability than large regional operators.

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Tab 3A – Clear and Detailed Project Delivery Strategy

The following outlines Fresh Service & Repair Corp's specific, detailed approach to delivering reliable, high-quality vending services across all City of Doral facilities from day one of contract award.

Operations & Restocking Strategy

2–3x Weekly Guaranteed Service · Daily Checks Available

Fresh Service & Repair Corp will assign a dedicated local service route specifically for City of Doral locations. Machines will be serviced a minimum of two to three times per week, with additional daily inspections available as needed. During each visit, staff will restock products, verify pricing, inspect cleanliness, test machine functionality, and confirm payment systems are operating properly. Product selections will be customized by location demand and adjusted using sales trends and usage patterns. Fresh Service & Repair Corp will also monitor the City's events calendar to ensure all machines are fully stocked and operational in advance of scheduled events, with additional service visits provided as needed during high-attendance periods.

Maintenance & Rapid Response Strategy

10-Hour Guaranteed Response · 98%+ Target Uptime

All service requests, malfunctions, or operational issues will receive a response within ten (10) hours. Fresh Service & Repair Corp utilizes trained repair technicians, field-ready route personnel, and local service vehicles to quickly resolve issues on-site. Preventative maintenance schedules will inspect bill validators, card readers, refrigeration systems, lighting, and dispensing components before failures occur — minimizing downtime and maintaining consistent machine availability.

Technology, Reporting & Partnership Strategy

Cashless Payments · Real-Time Monitoring · Monthly Reporting

City of Doral facilities will receive modern smart vending machines with tap-to-pay, credit/debit card acceptance, telemetry, inventory alerts, and remote diagnostics. Monthly reporting will include sales by machine, commission calculations, and performance summaries. Fresh Service & Repair Corp will maintain responsive communication with City staff to implement adjustments and continuously improve service quality throughout the contract term.

> A locally managed, high-accountability service model built to exceed the City of Doral's operational expectations.

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B. Implementation Schedule, Plan, and Technology

Implementation Schedule and Milestones

Fresh Service & Repair Corp is committed to a structured and efficient implementation process, ensuring a seamless transition and rapid deployment of services. The anticipated timeline is approximately 2 to 4 weeks from contract award, meticulously planned as follows:

01

Week 1: Planning & Coordination

Site inspections, detailed coordination with City staff, and finalization of the optimal machine placement plan for each location.

02

Week 2: Delivery & Installation

Timely delivery and professional installation of all new or upgraded state-of-the-art vending machines across designated City facilities.

03

Week 3: Tech Setup & Stocking

Comprehensive technology setup, seamless system integration, and initial product stocking, ensuring machines are ready for operation.

04

Week 4: Launch & Quality Assurance

Final testing, rigorous quality assurance checks, and full operational launch, guaranteeing optimal performance and user satisfaction.

This phased approach is designed to minimize disruption to existing services while facilitating a smooth, organized, and rapid rollout of our advanced vending solutions.

C. Detailed Implementation Plan

The following five-phase plan outlines exactly how Fresh Service & Repair Corp will transition, launch, and sustain vending services across all City of Doral facilities.

1

Phase 1 – Contract Kickoff & Coordination

Immediately Upon Award

Fresh Service & Repair Corp will meet with designated City representatives to confirm locations, points of contact, access procedures, preferred scheduling, reporting expectations, and site-specific requirements. A detailed rollout schedule will be finalized in coordination with City staff.

2

Phase 2 – Site Surveys & Final Equipment Planning

Days 1–5

Each location will be inspected to verify space requirements, electrical access, traffic flow, product demand, and machine placement. Final equipment selections will be confirmed, including snack, beverage, combo, or specialty machines such as pet vending units.

3

Phase 3 – Procurement, Customization & Preparation

Days 3–10

Machines will be prepared for deployment — including cashless payment systems, telemetry activation, programming, pricing setup, testing, and optional custom wraps or branding elements requested by the City.

4

Phase 4 – Installation & Activation

Days 7–14

Machines will be delivered and installed in a coordinated sequence to minimize disruption to City operations. Each unit will be tested on-site for payment systems, dispensing accuracy, refrigeration, and connectivity. Initial product stocking completed immediately upon installation.

5

Phase 5 – Launch Support & Ongoing Optimization

Days 14–30 and Ongoing

Machine performance will be monitored through real-time systems and in-person inspections. Product selections refined based on usage trends and feedback. The City will receive responsive support, monthly reporting, and continuous service improvements throughout the contract term.

Implementation Advantages

- Ready to purchase equipment immediately upon award
- Local installation team and service vehicles on standby
- Minimal disruption to City operations
- Fast transition from current vendor
- Long-term operational support from day one

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Tab 3D – Advanced Technology Solutions

Fresh Service & Repair Corp offers a vending solution engineered for the modern era, leveraging cutting-edge technology to deliver superior convenience, reliability, and transparency. Our approach ensures a premium user experience and optimized operational efficiency, setting a new standard for vending services within the City of Doral.



Smart Cashless Convenience

- Credit / Debit
- Tap-to-Pay
- Apple Pay / Google Pay

All machines will include modern cashless payment systems that improve convenience, reduce cash handling, and speed up transactions for City residents and visitors.



Guaranteed Product Delivery Sensors

- No Product = No Charge
- Smart Drop Detection
- Reduced Refund Requests

Advanced product delivery sensors verify when an item successfully passes through the collection area. In the rare event a product does not dispense properly, the customer is not charged unless the item is successfully delivered. This increases trust and significantly reduces user frustration and refund issues.



Real-Time Monitoring & Predictive Service

- Live Inventory Tracking
- Malfunction Alerts
- Remote Diagnostics

Smart telemetry systems monitor machine performance in real time, allowing proactive restocking, rapid issue detection, and faster repairs before service interruptions occur, ensuring maximum uptime.



Interactive QR Code Customer Engagement

- Item Requests
- Questions & Support
- Daily Review Process

Optional QR codes can be added to machines allowing users to request products, submit questions, or communicate service needs directly. Requests are reviewed daily, and recurring demand trends can be presented to the City for approval and implementation.



Transparent Reporting & Continuous Improvement

- Monthly Reports
- Sales Analytics
- Product Optimization

The City will receive detailed monthly reporting including sales by location, commission summaries, and performance insights. Product offerings can be continuously optimized based on demand trends and community feedback, fostering a true partnership approach.

> **A smarter, more reliable, and more user-friendly vending experience for the City of Doral.**

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CITY FACILITIES | CUSTOMIZABLE

Customized Vending Machine Solutions

Our commitment to enhancing the appearance of City facilities extends to providing custom-wrapped vending machines. We are dedicated to collaborating directly with City staff to develop designs that reflect your specific preferences.

Whether you envision machines adorned with preferred colors, official logos, unique branding, themes relevant to specific facilities, or imagery supporting community initiatives, our team will bring your vision to life. For those who prefer a more understated approach, we also offer a range of standard clean and modern designs that blend elegantly into any professional setting.



Snack Vending Machine

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Drink Vending Machines



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Pet Vending Machine



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E. Service Quality & Performance Assurance

Fresh Service & Repair Corp is committed to delivering measurable, consistent, and high-quality vending services across all City of Doral facilities through proactive standards, real-time monitoring, and direct ownership accountability.

Response Time Commitment

10-Hour Guaranteed Response · Local Rapid Dispatch

All service calls, maintenance requests, or operational issues will receive a response within 10 hours through our Doral-based service team, nearby vehicles, and direct management oversight.

Uptime & Reliability Standards

98%+ Target Uptime · Preventative Maintenance Program

Machines will be proactively inspected and maintained to minimize outages. Payment systems, dispensing mechanisms, refrigeration, and connectivity will be routinely checked before failures occur.

Cleanliness & Stocking Standards

2–3x Weekly Guaranteed Service · Daily Checks Available

Machines will be cleaned, inspected, and restocked on a recurring schedule, with additional daily checks available to ensure presentation, product availability, and proper operation at all times.

Performance Monitoring & Reporting

Monthly Reports · Machine-Level Data · Trend Reviews

The City will receive transparent reporting including sales activity, service history, commission summaries, and performance trends. Data will be used to continuously improve service quality.

Accountability & Continuous Improvement

Direct Owner Oversight · Ongoing Optimization

Ownership remains actively involved in operations to ensure accountability and fast decision-making. Product mix, service frequency, and machine performance will be continuously reviewed and improved throughout the contract.

> A measurable, proactive, and high-accountability service model built for long-term success.

F. Coordination with City Departments and Personnel

Effective coordination is the cornerstone of a successful partnership. Fresh Service & Repair Corp prioritizes open and consistent communication channels with all relevant City departments, facility managers, and designated personnel. Our commitment to transparent collaboration ensures that vending services seamlessly integrate with the City's operational rhythm.

Seamless Communication

- Designated points of contact for streamlined communication.
- Clear and advance notification for all installation schedules.
- Timely updates on service activities and operational changes.

Collaborative Approach

- Readily available for in-person meetings and site visits.
- Partnership to tailor services to each facility's unique needs.
- Proactive problem-solving with City staff.

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G - Performance Metrics & Accountability Framework

The following key performance indicators (KPIs) define the measurable standards Fresh Service & Repair Corp will uphold and report to the City of Doral throughout the contract term.

Service Reliability

98%+ Machine Uptime · 10-Hour Max Response · 90%+ First-Visit Resolution

Track machine availability, speed of service response, and percentage of issues resolved on the first visit to minimize downtime and disruptions across all City facilities.

Stocking & Operations

95%+ In-Stock Rate · 2–3x Weekly Service · 95%+ Scheduled Completion Rate

Measure product availability, recurring service completion, and proactive route performance across all City locations. Daily checks available as needed.

Customer Experience

24-Hour Refund Resolution · Same-Day Inquiry Review · Trend Tracking

Monitor customer support responsiveness, refund processing efficiency, and recurring product requests submitted through QR code or direct communication channels.

Financial Performance

Monthly Sales Reports · 100% Transparent Commission Reporting · Location-Level Tracking

Provide monthly sales reports showing gross sales, commission calculations, machine-level performance, and revenue trends by location for full City visibility.

Quality & Continuous Improvement

95%+ Preventative Maintenance Rate · Monthly Cleanliness Reviews · Quarterly Optimization

Track machine presentation standards, preventative maintenance completion, and service or product improvements implemented over time to guarantee consistent quality.

H – Requested Terms and Conditions

Fresh Service & Repair Corp does not request any material changes to the ITN terms and conditions and is prepared to work cooperatively with the City of Doral to finalize a mutually beneficial agreement. For operational clarity, reasonable site access, required utilities and connectivity, and the opportunity to cure service deficiencies are respectfully requested.

> Monthly sales reports and performance summaries will be provided to the City of Doral to ensure full transparency, accountability, and continuous improvement.

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TAB 4 – CAPACITY AND RESOURCES

A. Current Staffing Resources

Fresh Service & Repair Corp boasts a robust and scalable operational workforce, comprising over fifteen (15) highly trained employees based directly in the local area. This dedicated team ensures optimal support for all vending operations and service delivery requirements. We uphold rigorous standards for all personnel, including:

- Comprehensive background screenings.
- Adherence to strict drug-free workplace policies.
- Compliance with internal service protocols to guarantee professionalism, reliability, and safety at client locations.

Route Service & Restocking Personnel

Our personnel are responsible for regular route servicing, ensuring machines are consistently stocked with fresh products and maintaining impeccable cleanliness.

Machine Support & Repair Technicians

Equipped with in-depth knowledge, our technicians handle all machine diagnostics and repairs, often resolving issues immediately in the field to significantly reduce downtime.

Active Ownership Oversight

The company's ownership remains directly involved in day-to-day operations, providing active oversight, hands-on support, and a direct line of communication.

Fresh Service & Repair Corp also maintains a fleet of up to eight (8) company vehicles, enabling efficient routing, rapid response, and dependable coverage across the City of Doral. Our combined staffing and fleet resources allow us to meet routine schedules, conduct same-day checks, respond promptly to emergencies, and scale as needed.

B. Subconsultants

Fresh Service & Repair Corp is committed to delivering all contemplated services directly without the involvement of subconsultants or subcontractors. This direct-service model is a cornerstone of our operational philosophy, ensuring a streamlined and highly accountable partnership. By keeping all core functions in-house, we provide:

Enhanced Accountability

A single point of contact and responsibility for all aspects of service delivery, from installation to ongoing maintenance and account management.

Faster Decision-Making

Elimination of third-party coordination layers, allowing for quicker responses to operational adjustments and emergent needs.

Consistent Quality Control

Uniform high standards across all City locations, as every team member adheres to Fresh Service & Repair Corp's established protocols and training.

All essential services, including machine installation, product stocking, routine maintenance, emergency service response, and comprehensive account management, will be performed exclusively by our trained company personnel.

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C. Tab 4C – Financial Capacity

Fresh Service & Repair Corp maintains the financial strength, operational stability, and immediate readiness required to fully perform under this contract from day one through all renewal periods.

Financial Strength

No Outstanding Debt · No Outside Investors · Independent Family-Owned

Fresh Service & Repair Corp maintains a strong financial position supported by disciplined management and long-term operational success. The company operates without outstanding debt obligations and without reliance on outside investors, providing stability, flexibility, and fast decision-making.

Proven Operating Base

15+ Years in Business · 70+ Active Locations in South Florida

The company has built a stable recurring revenue base through over fifteen years of successful vending operations across South Florida. Existing operations demonstrate the financial and operational strength required to support additional municipal contracts.

Immediate Readiness

Ready to Purchase Equipment · Prepared for Installation Timeline · Long-Term Contract Support

Fresh Service & Repair Corp is financially prepared to acquire and deploy new vending equipment promptly upon award, maintain inventory levels, support staffing needs, and fully perform throughout the initial contract term and any renewals.

> Fresh Service & Repair Corp possesses the financial capacity, stability, and readiness necessary to successfully serve the City of Doral.

D. Ownership Changes

Fresh Service & Repair Corp maintains a highly stable corporate structure. There have been no ownership changes, mergers, acquisitions, or shifts in executive leadership within the past twelve (12) months. Furthermore, we do not foresee any ownership or leadership changes within six (6) months following the proposal due date. The company greatly benefits from stable family ownership and consistent, dedicated management oversight, ensuring continuity and a steadfast commitment to our clients.

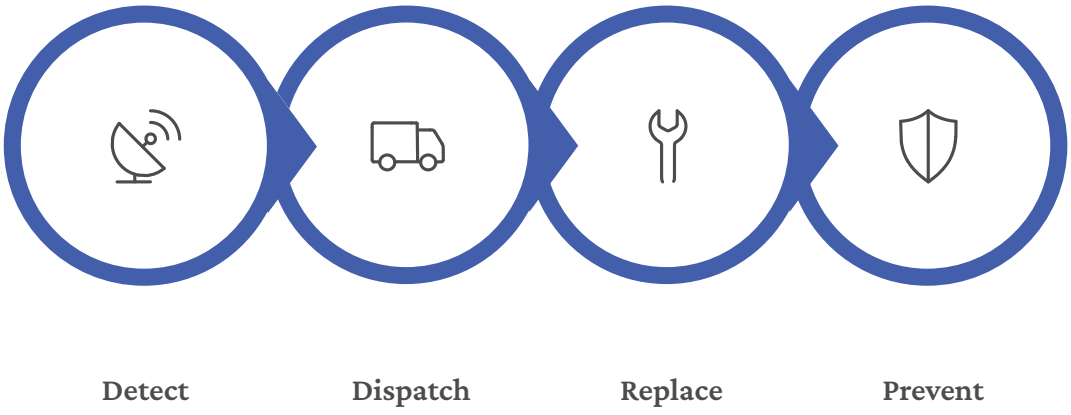
E. Litigation, Arbitration, or Claims History

Fresh Service & Repair Corp prides itself on a clean and unblemished record. We have not been involved in any litigation, arbitration, claims, or disputes within the past seven (7) years that would in any way compromise our capacity to deliver the services under this ITN.

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F. Recent Problem, Solution, and Outcome Example

At one high-traffic client location, a beverage machine experienced an unexpected payment system malfunction during peak usage hours, resulting in interrupted sales and customer frustration. Because the machine was connected to remote monitoring systems, the issue was identified immediately.



This example illustrates our rapid response protocol: a technician was dispatched the same day, and our route team simultaneously performed a temporary service reset to restore partial functionality while replacement components were delivered. The payment component was fully replaced within twenty-four (24) hours, the machine was tested on-site, and normal operations resumed with minimal disruption. Following this successful repair, Fresh Service & Repair Corp implemented an additional preventative inspection schedule for payment systems across similar machines in its network, significantly reducing future occurrences.

As a result, customer satisfaction was swiftly restored, machine downtime was minimized, and our proactive measures ensured a more resilient service for all clients.

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G. Current ACORD Form

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: GEICO Commercial Lines Program	
GEICO Commercial Lines Program PO Box 5316 Binghamton NY 13902	PHONE (A/C, No, Ext): (877) 515-2191	FAX (A/C, No):
	E-MAIL ADDRESS: commercialservice@homesite.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Midvale Indemnity Company	27138
INSURED FRESH SERVICE AND REPAIR CORP 5670 Northwest 116th Avenue 206 Miami FL 33178	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES — CERTIFICATE NUMBER: 00003749708341 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	N	N	CP00166091	07/26/2025	07/26/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [ ] OCCUR [X]						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY(Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECU-TIVE OFFICER/MEMBER EXCLUDED? [ ]						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE - EA	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

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

CERTIFICATE HOLDER	CANCELLATION
FRESH SERVICE AND REPAIR CORP 5670 NORTHWEST 116TH AVENUE 206 DORAL FL 33178	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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TAB 5 – FINANCIAL PROPOSAL

A. Revenue Share Proposal Options

Fresh Service & Repair Corp is pleased to present two comprehensive revenue-sharing options for the City of Doral's consideration. Both proposals are meticulously crafted to enhance value for the City, uphold our high standards of service, and deliver a modern, efficient vending experience across all municipal facilities. Furthermore, each option includes a dedicated community sponsorship commitment, designed to actively support various City initiatives and events throughout the contract term.

1	2
Option 1 – Increased Revenue / Current Pricing Structure Under this proposal, Fresh Service & Repair Corp commits to a **twenty-five percent (25%) gross sales commission** payable to the City of Doral. This represents an immediate and significant increase over the existing twenty percent (20%) commission structure. Crucially, this enhanced revenue for the City will be achieved while maintaining current product pricing levels for end-users, ensuring maximum community affordability and delivering additional financial returns to the City without imposing any new costs on residents or visitors.	**Option 2 – Premium Revenue Share / Enhanced Return** This option offers a **thirty percent (30%) gross sales commission** payable to the City of Doral. To facilitate this premium return, product pricing will feature a modest adjusted structure, generally increasing by approximately $0.25 per item. Despite this slight adjustment, our pricing will remain highly competitive with comparable public vending locations throughout the vibrant South Florida market. This option is engineered to maximize direct revenue generation for the City, while consistently upholding product value, service quality, and modern vending convenience.

B. Product Pricing Schedule

Fresh Service & Repair Corp is committed to offering a diverse and balanced product mix, encompassing traditional favorites, healthy alternatives, and convenience items. The final product selection and precise pricing for each vending machine may be customized to suit specific location requirements and will always be subject to the City's final approval.

ⓘ Detailed pricing lists for both Proposal Option 1 and Proposal Option 2 will be provided in a dedicated appendix at the end of this presentation.

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C. Community Sponsorship Commitment

In addition to our robust financial proposals, Fresh Service & Repair Corp is proud to extend an annual sponsorship commitment of up to Five Thousand Dollars ($5,000) to support mutually agreed City of Doral events, community programs, youth initiatives, wellness activities, or other sponsorship opportunities that enhance resident engagement and community impact.

This dedicated contribution underscores our vision of being more than just a vending service provider; we aim to be a long-term community partner deeply invested in the continued success and vibrancy of the City of Doral. We believe in building strong, lasting relationships that benefit the entire community, and this sponsorship is a tangible expression of that commitment.



Vibrant Community Events

Support for local festivals, cultural celebrations, and public gatherings that bring residents together and foster a strong sense of community spirit.



Empowering Youth Initiatives

Funding for youth sports leagues, educational programs, after-school activities, and mentorship opportunities that invest in the City's future generations.



Promoting Resident Wellness

Sponsorship of health fairs, fitness challenges, and outdoor recreational activities that encourage healthy lifestyles and overall well-being for Doral residents.



Flexible Local Impact

A flexible fund to address emerging community needs or support unique, impactful projects that align with the City's strategic goals and enhance quality of life.

This proactive commitment reflects our desire to contribute meaningfully to the City's tapestry, providing resources that directly benefit your residents and reinforce Doral's reputation as a dynamic and caring community. We look forward to collaborating on initiatives that create lasting positive change.

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D. Financial Transparency and Reporting

Under either revenue-sharing option, Fresh Service & Repair Corp is committed to providing the City of Doral with complete financial transparency. We will furnish detailed monthly reports that clearly outline gross sales figures for each machine location, precise commission calculations, and comprehensive performance summaries. This granular level of reporting ensures that the City has full visibility into the operational and financial aspects of our partnership.

These reports will be further enhanced by machine-level sales data, generated directly through our advanced smart vending technology systems. This capability provides unparalleled insight into product popularity, peak sales times, and inventory turnover, allowing for optimized service and informed decision-making.

E. Best Value Statement

Fresh Service & Repair Corp firmly believes that our proposal options represent the best value for the City of Doral. We offer meaningful flexibility, allowing the City to select a structure that perfectly aligns with its specific priorities, whether that focus is on maintaining current product pricing for affordability, maximizing commission revenue for greater financial return, or enhancing community partnerships through dedicated sponsorship.

Flexible Alignment

Choose the financial model that best suits Doral's strategic goals and community needs.

Maximized Revenue

Significant increase in commission rates, offering enhanced financial returns to the City.

Community Focus

A substantial annual sponsorship commitment to support local events and initiatives.

Responsive Partnership

A locally managed, highly responsive, and technology-driven vending partner dedicated to exceptional service and long-term success.

By selecting Fresh Service & Repair Corp, the City gains more than just a vending provider; it secures a dedicated partner invested in Doral's prosperity and the well-being of its residents, delivering modern convenience with an unwavering commitment to quality and innovation.

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TAB 6 – MWBE / LDB / VBE PARTICIPATION

Fresh Service & Repair Corp is proud to be a deeply rooted, locally owned and operated, family-owned business. Our headquarters are firmly established within the vibrant City of Doral, Florida. We acknowledge that at the time of this proposal's submission, the company is not formally presenting under any specific MWBE (Minority/Women Business Enterprise), LDB (Local Developing Business), or VBE (Veteran Business Enterprise) certification, unless explicitly noted in the attached supporting documents.



Long-Standing Local Presence

Our deep roots in Doral signify a steadfast commitment to the community, establishing us as a reliable and familiar local entity.



Local Employment Base

We actively create and sustain job opportunities for Doral residents, contributing directly to local household incomes and economic stability.



Active Community Involvement

Through various initiatives and support for local events, we enrich Doral's social fabric and reinforce community bonds.



Direct Local Reinvestment

Our business operations ensure capital remains within Doral, supporting other local businesses and boosting the city's economic ecosystem.

Fresh Service & Repair Corp remains steadfast in its dedication to supporting the City of Doral through consistently responsive service, the provision of local job opportunities, and the cultivation of a long-term partnership. We are more than a vendor; we are a community partner committed to Doral's continued success and prosperity.

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The Successful Respondent is required to execute the Agreement and provide the required Payment and Performance Bonds and Insurance within ten (10) days following the notification date. Should the Respondent fail to meet these requirements, the City reserves the right to rescind the award and claim against the Bid Bond.

6. VENDOR RESPONSE

6.1. Vendor Questionnaire

1. Performance Evaluation Survey* - SUBMITTED

Please download the below documents, complete, and upload.

- PERFORMANCE_EVALUATION_SURV...

*Response required

2. Bid Submission Packet* - SUBMITTED

Bid Submission Packet should include and requirements listed in Response Requirements section. Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested. All pages should be consecutively numbered and correspond to the Table of Contents.

*Response required

3. Date of Entity Formation*

*Response required 03/10/2011

4. Entity Type*

☒ Corporation

☐ Partnership

☐ LLC

☐ Other

*Response required

5. Office Location*

*Response required 5670 NW 116 AVE UNIT 206 DORAL , FL 33178

6. FEI/EIN Number*

*Response required 27-5557963

7. Authorized Representative*

Name and Title ALEXANDER RECALDE CEO

*Response required

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

8. **The undersigned Respondent agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this Solicitation and in accordance with the terms and conditions of the Contract.***

☒ Please confirm

*Response required

9. **Respondent accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Respondent agrees to sign and submit the Contract with any applicable documents required by this ITN within ten days after the date of City's Notice of Award (If applicable).**

☒ Please confirm

10. **Respondent further warrants and represents that it has familiarized itself with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.***

☒ Please confirm

*Response required

11. **Respondent further warrants and represents***

It has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Respondent for such purposes.

☒ Please confirm

*Response required

12. **Respondent further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Respondent.***

☒ Please confirm

*Response required

13. **Respondent further warrants and represents***

This Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Submittal ; Respondent has not solicited or induced any person, firm or corporation to refrain

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

☒ Please confirm

*Response required

14. Respondent understands that the quantities provided are only provided for Submittal evaluation only. The actual quantities may be higher or lower than those in the Submittal form.*

☒ Please confirm

*Response required

15. Respondent understands and agrees that the Contract Price is a Unit Rate Contract to furnish and deliver all of the Work complete in place. As such, the Proposer shall furnish all labor, materials, equipment, tools, supervision, and services necessary to provide a complete Project.*

☒ Please confirm

*Response required

16. Communication - If information is different than what is provided in Vendor Profile:
Communications concerning this Proposal shall be addressed to:

Please provide:

- Name of Respondent - ALEXANDER RECALDE
- Telephone Number -786-797-8139
- Email Address - REKALDE19@HOTMAIL.COM
- Attention - CONFIRMED

17. Statement*
I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in the management of the entity.

☒ Please confirm

*Response required

18. Pricing Sheet* - SUBMITTED
Please download the below documents, complete, and upload and excel spreadsheet.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

PERFORMANCE EVALUATION SURVEY

ITN NO. 2026-11
VENDING MACHINES OPERATION & MANAGEMENT

From:	CARBEL LLC Part of Arvato	To: PROCUREMENT DIRECTOR	
Company:	Fresh Service & Repair corp	**Deadline:**	**May 5, 2026**
Phone No.:	305-599-0832 ext. 237	Total #. Of Pages:	1
Mobile No.	305-924-5339	Ph. #: 305-593-6725, X 4006	
Email:	mariendetullio@carbel-wd.com	Email:	PerformanceSurvey@cityofdoral.com
Subject:	Reference for work completed regarding:	VENDING MACHINES OPERATION & MANAGEMENT	

Additional Details:

You, as an individual or your company, have been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:

The City of Doral is soliciting Responses from qualified and experienced firms to provide the required:

VENDING MACHINES OPERATION & MANAGEMENT

Company you are providing a reference

	Indicate: "YES" or "NO"
1. Has the vendor been performing vending machine operations and maintenance services for your entity/company?	YES
2. Does or did the company have adequate personnel to provide the required services?	YES
3. Were or has any problems encountered with the company's work performance?	NO
4. When requesting any financial reporting, did you receive such reports in timely manner?	YES
5. Were all work tasks completed on time based on the original established timeline?	YES
6. As to vending machine service calls, was response for repair provided timely?	YES
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, overall service, personnel, and resources?	10
8. If the opportunity were to present itself, would you rehire this company?	CURRENT VENDOR

9. Please provide any additional comments pertinent to this company and the work performed for you:

FSR has been servicing our buildings for over 5 years, they offer excellent service and are very reliable.

Please complete and return to the attention of:
Procurement Department
at PerformanceSurvey@cityofdoral.com
By May 5, 2026, at 2:00 pm

Marien De Tullio
Print Name

Facilities - Head of Dept
Title

Signature

4/29/2026
Date

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Pricing list 1 – 25% Sales commission to city

Snacks

Product	Price ($)
SunChips	2.00
Plantain Chips Lime	2.00
Plantain Chips Sweet	2.00
Lay’s	2.00
Ruffles	2.00
Cheetos	2.00
Doritos	2.00
Fridays Chips	2.00
Popcorn	2.00
Chex Mix	2.00
Goldfish	2.00
Pretzels	1.50
Rice Krispies Treat	2.00
Granola Bar	3.00
Crunchy Oats Bar	3.00
Special K Bar	3.00
Nature Valley Bar	3.00
BelVita Biscuits	3.00
Cli□Bar	3.25
Protein Bar	3.25

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Product	Price ($)
Protein Bars (Premium)	3.25
Cashews	2.25
Pistachios	2.25
Gummies	2.25
Snickers	2.50
Twix	2.50
Crunch	2.50
Kinder Bueno	2.50
Kinder Chocolate	2.50
M&M’s (Peanut)	2.50
Reese’s Peanut Butter Cups	2.50
Kit Kat	2.50
Hershey’s Bar	2.50
Sour Patch Kids	2.00
Skittles	2.00
Oreo	2.00
Gum	2.00
Famous Amos Cookies	2.00
Strawberry Cookies	2.00
Honey Bun	2.00
Donitas	2.00
Peanut Candy	2.00

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Pricing list 1 – 25% Sales commission to city

Drinks

Product	Price ($)
Coca-Cola 20 oz	2.50
Sprite 20 oz	2.50
Coke Zero 20 oz	2.50
Diet Coke 20 oz	2.50
Canada Dry 20 oz	2.50
Powerade 20 oz	2.50
Gatorade 20 oz	3.00
Water 20 oz	2.00
Water Bottle	2.50
Sparkling Water	2.50
Lemonade 20 oz	2.50
Sunkist 20 oz	2.50
Iced Tea 20 oz	2.50
Vitamin Water 20 oz	3.00
Orange Juice 15 oz	3.00
Apple Juice 15 oz	3.00
Cranberry Juice 15 oz	3.00
Frappuccino Bottle	4.50
Chocolate Milk	2.50
Protein Shake	4.50

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Pricing list 2 – 30% Sales commission to city

Snacks

Product	Price ($)
SunChips	2.25
Plantain Chips Lime	2.25
Plantain Chips Sweet	2.25
Lay’s	2.25
Ruffles	2.25
Cheetos	2.25
Doritos	2.25
Fridays Chips	2.25
Popcorn	2.25
Chex Mix	2.25
Goldfish	2.25
Pretzels	1.75
Rice Krispies Treat	2.25
Granola Bar	3.25
Crunchy Oats Bar	3.25
Special K Bar	3.25
Nature Valley Bar	3.25
BelVita Biscuits	3.25
Cli□Bar	3.50
Protein Bar	3.50

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Product	Price ($)
Protein Bars (Premium)	3.50
Cashews	2.50
Pistachios	2.50
Gummies	2.50
Snickers	2.75
Twix	2.75
Crunch	2.75
Kinder Bueno	2.75
Kinder Chocolate	2.75
M&M’s (Peanut)	2.75
Reese’s Peanut Butter Cups	2.75
Kit Kat	2.75
Hershey’s Bar	2.75
Sour Patch Kids	2.25
Skittles	2.25
Oreo	2.25
Gum	2.25
Famous Amos Cookies	2.25
Strawberry Cookies	2.25
Honey Bun	2.25
Donitas	2.25
Peanut Candy	2.25

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Pricing list 2 – 30% Sales commission to city

Drinks

Product	Price ($)
Coca-Cola 20 oz	2.75
Sprite 20 oz	2.75
Coke Zero 20 oz	2.75
Diet Coke 20 oz	2.75
Canada Dry 20 oz	2.75
Powerade 20 oz	2.75
Gatorade 20 oz	3.25
Water 20 oz	2.25
Water Bottle	2.75
Sparkling Water	2.75
Lemonade 20 oz	2.75
Sunkist 20 oz	2.75
Iced Tea 20 oz	2.75
Vitamin Water 20 oz	3.25
Orange Juice 15 oz	3.25
Apple Juice 15 oz	3.25
Cranberry Juice 15 oz	3.25
Frappuccino Bottle	4.75
Chocolate Milk	2.75
Protein Shake	4.75

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

BUSINESS ENTITY AFFIDAVIT
(RESPONDENT DISCLOSURE)

ITN No. 2026-11

I, Alexander Recalde CEO of Fresh Service & Repair Corp._____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

Fresh Service And Repair Corp. EIN 27-5557963

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NON, SOCIAL SECURITY NUMBER)

Fresh Service and Repair Corp. -Alexander Recalde

Name of Entity, Individual, Partners, or Corporation

Doing business as (if the same as above, leave blank)

5670 Nw 116 Ave	206	Doral	FL	33178
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address must be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address must be provided for each trustee and each beneficiary. All such names and addresses (P.O. boxes are not acceptable) are as follows:

Full Legal Name	Address	Ownership
Alexander Recalde	5670 Nw 116 Ave Doral FL 33178	100 %
		%
		%

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

2. The full legal names and business address of any other individual (other than Subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the City are (P.O. boxes ae not acceptable) are as follows:

_____

_____

_____

_____

_____ 04/29/2026

Signature of Affiant Date

Alexander Recalde

Printed Name of Affiant

Sworn to and ascribed before me this 29 day of April, 2026

Personally known ✓

OR

Produced identification ✓

Gilbert Feliciano
Comm.: HH 730223
Expires: Oct. 12, 2029
Notary Public - State of Florida

Notary Public State of Florida

Drivers License / Passport

Type of Identification

My commission expires: Oct. 12, 2029

Gilbert Feliciano
Comm.: HH 730223
Expires: Oct. 12, 2029
Notary Public - State of Florida

Printed, typed, or stamped commissioned name of Notary Public

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

RESPONDENT REFERENCES

The Respondent is to provide a minimum of three (3) references that best exemplify projects they have completed that are similar to the project the City is procuring.

Respondent	Fresh Service and Repair Corp.
Years in Business	15

Identify past and current client references where your company has provided similar services to those identified in this ITN. Additional tables may be added by completing additional copies of this form as needed.

Project No. 1			
Project Name:	Downtown Doral Charter Schools		
Project Description:	Full Service Vending operations. , installation, servicing, repairs, etc.		
Budget/Cost:	Budget: $120k / Cost: $20k (currently)	Contract Dates:	01/2022
Owner Name:	Fresh Service and Repair Corp	Reference Name:	Scheila Chari
Reference Phone No.:	305-559-2223	Reference Email:	schari@dadeschools.net
Project No. 2			
Project Name:	City Furniture		
Project Description:	Full Service Vending operations. , installation, servicing, repairs, etc.		
Budget/Cost:	$300k / $40k (Currently)	Contract Dates:	03/2015
Owner Name:	Fresh Service and Repair Corp	Reference Name:	Saadia Romero
Reference Phone No.:	305-255-3538	Reference Email:	Saadia.romero@cityfurniture.com
Project No. 3			
Project Name:	Las Brisas Association		
Project Description:	Full Service Vending operations. , installation, servicing, repairs, etc.		
Budget/Cost:	$50k / $25k	Contract Dates:	12/2013
Owner Name:	Fresh Service and Repair Corp	Reference Name:	Bill Watts
Reference Phone No.:	786-351-6829	Reference Email:	lasbrisas@unlimitedpm.com

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

RESPONDENT AFFIDAVITS

Business Name: _____Fresh Service and Repair Corp_____

D.B.A.: Fresh Service and Repair Corp_____**Federal I.D. No.**: 27-5557963_____

Business Address: ___5670 Nw 116 Ave ___

City: _Doral_____ **State**: FL **Zip**: 33178

I, the undersigned affiant, do swear and affirm that I am an authorized agent of the above-named business ("Respondent") and authorized to make the following statements and certifications on Bidder's behalf:

1. OWNERSHIP DISCLOSURE

Pursuant to City Code Section 2-384, the above-named Respondent hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Respondent (supplement as needed):

Name	Address	% Ownership
Alexander Recalde	5670 Nw 116 Ave Doral Fl 33178	100

The above-named Respondent hereby discloses the following subcontractors (supplement as needed):

Name	Address	% Ownership

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Respondent and City, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to any transactions between Respondent and City, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Florida Statutes., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. The term

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

"Respondent r," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

2. PUBLIC ENTITY CRIMES

1. Respondent is familiar with and understands the provisions of Section 287.133, Florida Statutes
2. Respondent further understands that a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**INDICATE WHICH STATEMENT APPLIES**.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order.)

3. COMPLIANCE WITH FOREIGN ENTITY LAWS

Applicant certifies as follows:

a. Respondent is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
b. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
c. Respondent is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
d. Respondent does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
e. Respondent is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
f. Respondent is not engaged in business operations in Cuba or Syria.

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

g. Respondent is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

4. DISABILITY, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY

Applicant certifies that Respondent is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third-party contractor under any and all contracts with the City of Doral complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661, including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501, 553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act, as amended, 42 USC Section 3601-3631

5. CONFORMANCE WITH OSHA STANDARDS

Applicant certifies and agrees that Applicant has the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

6. E-VERIFY PROGRAM AFFIDAVIT

Affiant certifies the following:

a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes, and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Respondent to execute this Declaration on behalf of the Bidder.
b. Respondent has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting, or subcontracting with an unauthorized alien.
c. Respondent does not knowingly employ Affiants or retain in its employ a person whose immigration status makes them ineligible to work for the Respondent.
d. Respondent has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Respondent's contract(s) with the City of Doral.

7. NO CONTINGENCY AFFIDAVIT

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Affiant certifies the following:

a. Neither, Respondent nor any principal, employee, agent, representative, or family member has promised to pay, and the Respondent has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.
b. Respondent warrants that neither it nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances.
c. Respondent acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Respondent if awarded a contract.

8. COPELAND ANTI-KICKBACK AFFIDAVIT

Affiant certifies that no portion of any sums will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Respondent or any member of Respondent's firm or by any officer of the corporation in exchange for business with the City of Doral.

9. NON-COLLUSION AFFIDAVIT

I, the undersigned affiant, swear or affirm that:

a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

10. DRUG FREE WORKPLACE PROGRAM

Respondent, in accordance with Florida statute 287.087, hereby certifies that the Respondent does all of the following:

a. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
b. Informs Employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

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d. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
e. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

11. CONE OF SILENCE CERTIFICATION

Affiant certifies that Affiant has read and understands the Cone of Silence requirements set forth in this Solicitation and further certifies that neither I, nor any agent or representative of the Company, has violated this provision.

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RESPONDENT 'S AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Respondent, does hereby affirm and attest under penalty of perjury as the proposed Respondent for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Respondent is compliant with all requirements outlined in these City of Doral Affidavits. Respondent acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

Alexander Recalde
Respondent's Name

04/29/2026
Date Signed

Affiant Signature

Alexander Recalde CEO
Affiant Name & Title (Printed)

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was affirmed, subscribed, and sworn to before me this 29 day of April, 2026 by means of ☑ physical presence or ☐ online notarization, by Alexander Recalde, who is personally known to me or who produced the following identification: Florida License / Passport.

[Notary Seal]

Gilbert Feliciano
Comm.: HH 730223
Expires: Oct. 12, 2029
Notary Public - State of Florida

Notary Public for the State of FL
My commission expires: Oct. 12, 2029

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

CONFLICT OF INTEREST DISCLOSURE

Business Name: _____Fresh Service and Repair Corp__

D.B.A.: _____**Federal I.D. No.**: __27-5557963_

Business Address: _5670 Nw 116 ave _____

City: Doral **State**: FL **Zip**: 33178

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a City of Doral official or employee, or an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in the vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in the vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: __Nerea Recalde_____ _____ _____	☒Relationship to employee ☐ Interest in the vendor's company ☐ Other (please describe below) __No Ownership or interest in the company, no conflict of interest_____ ☒ No Conflict of Interest

**Disclosing a potential conflict of interest does not automatically disqualify vendors. City, however, if the city detects potential conflicts of interest, the vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief, and I have the authority to certify on behalf of the Vendor by my signature below:

	04/29/26	Alexander Recalde
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

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CERTIFICATE OF AUTHORITY

STATE OF Florida SS: COUNTY OF Miami - Dade

☒ **(IF CORPORATION):** I HEREBY CERTIFY that at a meeting of the Board of Directors of Fresh Service and Repair Corp, a corporation existing under the laws of the State of Florida, held on 04/29, 2026, the following resolution was duly passed and adopted:

RESOLVED, that Alexander Recalde, as President of the Corporation, be and is hereby authorized to execute the bid dated _____, 2026, to the City of Doral on behalf of this Corporation, and that such execution, attested by the Secretary of the Corporation and with the corporate seal affixed, shall be the official act and deed of this Corporation.

☐ **(IF PARTNERSHIP):** I HEREBY CERTIFY that at a meeting of the Partners of _____, a partnership existing under the laws of the State of _____, held on _____, 2026, the following resolution was duly passed and adopted:

RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the bid dated _____, 2026, to the City of Doral on behalf of this Partnership, and that such execution, attested by _____, shall be the official act and deed of this Partnership.

☐ **(IF JOINT VENTURE):** I HEREBY CERTIFY that at a meeting of the principals of _____, a corporation existing under the laws of the State of _____, held on _____, 2026, the following resolution was duly passed and adopted:

RESOLVED, that _____ is hereby authorized to execute the proposal of the Joint Venture, dated _____, 2026, to the City of Doral, and to do all acts and deeds necessary on behalf of this Joint Venture in connection therewith.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 29 **day of** April, **2026.**

Secretary: _____ **(SEAL)**

NOTARY PUBLIC STATE OF FLORIDA

Gilbert Feliciano
Comm.: HH 730223
Expires: Oct. 12, 2029
Notary Public - State of Florida

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AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES

RFP-2025-0

In compliance with section 2(b)(1) of 448.095, Florida Statutes,

Name of Entity – Fresh service and Repair Corp

hereby affirms that it does not employ, contract

with, or subcontract with an unauthorized alien.

Alexander Recalde	CEO	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Fresh Service and Repair Corp.	04/29/2026
Name of Entity	Date

5670 NW 116 Ave Doral	FL	33178
Address of Entity	State	Zip Code

Notary Public Information

Notary Public State of Florida County of Miami Dade

Subscribed and sworn to (or affirmed) before me this 4/1/26 day of 2026

By Alexander Recalde

He or she is personally known to me ☐ or has produced identification ☑

Type of identification produced Drivers License/Passport

	HH 730223	
Signature of Notary Public	Serial Number	

Gilbert Feliciano
Comm.: HH 730223
Expires: Oct. 12, 2029
Notary Public - State of Florida

Gilbert Feliciano	Oct. 12, 2029	
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

RFP-2025-09

Contractor Name: Fresh Service and Repair Corp

Contractor FEIN: 27-5557963

Contractor's Authorized Representative Name and Title: Alexander Realde CEO

Address: 5670 NW 116 AVE

City: Doral State: FL Zip: 33178

Phone Number: 786-797-8139

Email Address: Rekalde19@hotmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Doral, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: Alexander Realde CEO

Date: 04/29/26

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Fresh Service and Repair Corp

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

5670 Nw 116 ave unit 206

Requester's name and address (optional)

6 City, state, and ZIP code

Doral, Florida 33178

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	7	–	5	5	5	7	9	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 4/30/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2026

LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA
8401 NW 53RD TERRACE
DORAL, FL 33166
(305) 593-6631

09/30/2025

LICENSE NO. 2021002285

FRESH SERVICE & REPAIR CORP

License Fee Paid: $30.00

FRESH SERVICE & REPAIR CORP

5670 NW 116 AVE 206
Doral, FL 33178-4187

FOR THE PERIOD COMMENCING OCTOBER 1 AND ENDING SEPTEMBER 30, THE ABOVE-NAMED BUSINESS IS LICENSED TO ENGAGE IN THE FOLLOWING BUSINESS FOR THE LICENSE YEAR:

ADMINISTRATIVE OFFICE (HOME OFFICE)

Square Footage:	150	**Machines:**		**State License #:**	
No. of Seats/Tables:	0	**Employees:**	1		
No. of Units/Spaces:		**No. of Trucks:**			

CONDITIONS:

DORAL: HOME OFFICE USE ONLY, DRY USE ONLY, NO REPAIRS, NO CUSTOMERS, NO STORAGE, NO EMPLOYEES, NO SIGNS, NO COMMERCIAL VEHICLES ON PREMISES.

Kenia Palau
Chief Licensing Official

This Document Must Be Posted

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N/A April 26, 2026

MIAMI-DADE COUNTY - STATE OF FLORIDA
LOCAL BUSINESS TAX
2025 - 2026 APPLICATION

RENEWAL
RECEIPT: 7060288
STATE #

6786744

DBA/BUSINESS NAME:
FRESH SERVICE & REPAIR CORP

BUSINESS LOCATION:
OPERATING IN DADE COUNTY
MIAMI, FL 33999

OWNER/CORP.
FRESH SERVICE & REPAIR CORP

PHONE # 786-797-8139

5670 NW 116TH AVE APT 206
DORAL, FL 33178-4189

BUS. COMMENCEMENT DATE: 03/01/2011

SEC	TYPE OF BUSINESS
SER-SNR	SERVICE BUSINESS
1	

NAICS CODE: 811490

Print Blocking Flags:

Addt'l Doc Description:

APPLICATION DETAILS		
FEE		**AMOUNT**
Receipt Fee		30.00
UMSA Fee		30.00
Economic Growth Surtax		15.00
Bingo Permit Fee		0.00
Nightclub Permit Fee		0.00
Multi-Municipal Contractor Fee		0.00
Restricted Contractor Fee		0.00
Library Fee		0.00
Transfer Fee		0.00
Doing Business without a License Penalty		0.00
Late Penalty		0.00
Collection Cost		0.00
NSF Fee		0.00
Prior Years Due		0.00
Amount Recently Paid	-	75.00
TOTAL AMOUNT DUE:		**0.00**

If no longer in business, please notify us in writing.

Review and correct the information shown on this application.

A 25% penalty will be assessed to anyone found operating without a paid local business tax, in addition to any other penalty provided by local ordinance (Sec 8A-176(2)).

A Certificate of Use and/or City Business Tax Receipt may also be required.

To pay online go to https://mdctaxcollector.gov

To pay by mail, make check payable to:
Dariel Fernandez, Tax Collector
Business Tax
200 NW 2nd Avenue, 3rd Floor
Miami FL 33128

To pay in person go to:
200 NW 2nd Avenue, 1st Floor
(305) 270-4949
localbusinesstax@mdctaxcollector.gov

A service fee of not less than $25.00 up to a minimum of 5% will be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓

MIAMI-DADE COUNTY - STATE OF FLORIDA
LOCAL BUSINESS TAX
2025 - 2026 APPLICATION
6786744
BUSINESS LOCATION:
OPERATING IN DADE COUNTY
MIAMI, FL 33999

OWNER/CORP.
FRESH SERVICE & REPAIR CORP

FRESH SERVICE & REPAIR CORP
ALEXANDER RECALDE PRES
5670 NW 116TH AVE APT 206
DORAL, FL 33178-4189

7+7060288+2026

Scan to pay

N/A April 26, 2026

RENEWAL
RECEIPT: 7060288
STATE #

BUS. COMMENCEMENT DATE: 03/01/2011

SEC	TYPE OF BUSINESS
SER-SNR	SERVICE BUSINESS
1	

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

SIGNATURE REQUIRED — SEE INSTRUCTIONS ABOVE

Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.

If Received By	Apr 30, 2026	May 31, 2026	Jun 30, 2026	Jul 31, 2026
Please Pay	$0.00	$0.00	$0.00	$0.00

70000000000000000000000706028820260000000750000000000000

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EXHIBIT B

ITN-2026-11

Best and Final Offer (BAFO)
submitted by
Fresh Service and Repair Corp

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Fresh Service & Repair Corp. - City Of Doral

1. Provide your confirmation that your offer is in acceptance of all the terms and conditions of ITN-2026-11

- Confirmed

2. Reporting. Please provide any additional information as to reporting and the ability for City staff to have sales information as required.

- Fresh Service & Repair Corp is committed to full transparency and can provide detailed sales reports at any frequency requested by the City, including monthly, quarterly, or on demand. Reports may include machine-level sales, location performance, product trends, and commission calculations.

  Additionally, we are willing to work with designated City staff to provide online access to our vending management platform, allowing authorized personnel to view sales and operational data in real time, providing the same visibility available to our management team.

3. Your offer includes a $5,000 Annual Sponsorship Offer. Would Fresh Services be able to provide any additional added value to this offer?

- Yes. In addition to the proposed annual sponsorship commitment, Fresh Service & Repair Corp is willing to provide additional value through several enhancements to the City's vending program.

  As outlined in our alternative proposal options, Fresh Service & Repair Corp can increase its annual sponsorship commitment to up to **$10,000** (details below). Additionally, we will provide fully customized vending machine wraps designed in collaboration with City staff to enhance the appearance of City facilities and reinforce the City's branding and image.

  Unlike providers that are limited to a single beverage manufacturer, Fresh Service & Repair Corp owns its equipment and is not restricted in product selection. This flexibility allows the City to offer a broader variety of products, respond to employee and resident preferences, and optimize sales performance over time.

  Additional value includes modern cashless payment technology, real-time reporting capabilities, product request QR codes, monthly sales reporting, rapid response service,

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and direct owner oversight to ensure a high level of accountability and customer service throughout the contract.

4. Provide your point-of contact for the City Account.

- Main point of contact: Alexander Recalde, founder and CEO, 786-797-8139 , rekalde19@hotmail.com , rekalde23@gmail.com . As well as a dedicated team for this specific route available 24/7.

5. If you are selected to provide services under this ITN-2026-11, please explain your process of mobilization and the timeline required to place new equipment at City sites.

- Fresh Service & Repair Corp is prepared to begin mobilization immediately upon contract award. Within the first 1–2 business days, we will coordinate with our team and City staff to confirm machine locations, site requirements, access procedures, and any customization preferences.

  Because we own our equipment and maintain inventory locally, machine preparation, programming, telemetry setup, and custom branding can begin immediately. Installation of new equipment can typically be completed within the first 1-1.5 month (if not sooner), depending on City's preferences as of notice of award, the number of locations and any custom wrap requirements requested by the City.

  All machines will be tested, stocked, activated for cashless payments, and monitored through our management platform. Fresh Service & Repair Corp is confident in its ability to provide a smooth transition with minimal disruption to City operations and is fully prepared to meet any implementation schedule established by the City.

6. Provide any additional added value options or enhancement to your offer.

- In addition to the proposed annual sponsorship commitment, Fresh Service & Repair Corp is also offering an alternative option that increases the annual sponsorship commitment to up to $10,000 and strong sales commission.

  Beyond financial contributions, Fresh Service & Repair Corp believes the greatest value we provide is our level of service, responsiveness, and direct accountability. As a family-owned and owner-managed company, ownership remains actively involved in daily operations, ensuring decisions are made quickly and issues are addressed without layers of corporate management.

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Our team places significant emphasis on machine appearance, cleanliness, functionality, and product availability. Machines will be routinely inspected to ensure they remain clean, fully stocked, operational, and representative of the City's standards. We are also willing to provide fully customized machine wraps and branding to enhance the appearance of City facilities and reinforce the City of Doral's image.

Fresh Service & Repair Corp is committed to being highly responsive to City staff and user needs. During major City events, festivals, and high-traffic periods, we are willing to provide additional support, monitoring, and on-site presence as needed to ensure machines remain operational and adequately stocked.

Our goal is not simply to provide vending machines, but to serve as a responsive long-term partner that delivers exceptional service, transparency, and accountability to the City of Doral.

7. Tell us why Fresh Service & Repair Corp? Why should the City select Fresh Service & Repair Corp. and what are those areas that your service sets you apart from your competitors?

- Fresh Service & Repair Corp believes the City of Doral deserves more than a vending machine provider—it deserves a responsive, accountable, and locally invested partner. As a family-owned company headquartered in Doral, we have witnessed the City's growth firsthand and take great pride in serving the community where we live and work.

  What sets Fresh Service & Repair Corp apart is our combination of direct owner involvement, rapid responsiveness, operational flexibility, and commitment to service excellence. Unlike larger corporate providers, our ownership team remains actively involved in daily operations, allowing us to make decisions quickly, respond to issues promptly, and maintain a high level of accountability.

  Our proposal emphasizes the areas we believe matter most to the City: machine appearance, product availability, reliability, transparency, and customer experience. We are committed to maintaining clean, attractive, fully stocked machines, offering fully customized wraps and branding, and providing modern technology including cashless payments, real-time monitoring, QR code feedback systems, and transparent reporting.

  Because we own our equipment and are not restricted to a single beverage manufacturer, we can offer greater product flexibility and adapt product selections based on City preferences, employee feedback, and sales trends. Combined with our local presence, 10-hour response commitment, direct access to ownership, and willingness to provide additional support during high-traffic events, we believe Fresh Service & Repair Corp delivers a level of service and partnership that distinguishes us from our competitors.

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Ultimately, we are not seeking to simply install vending machines—we are seeking to earn the City's trust as a long-term partner committed to delivering exceptional service, accountability, and value to the City of Doral.

Custom-Branded Vending Solutions for the City of Doral

Enhancing facility appearance, community identity, and user experience through fully customizable vending equipment at no cost to the city.

(We are completely open to work with the City in case a different design is requested.)

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Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

COMMITMENTS INCLUDED AT NO ADDITIONAL COST

Service Commitment	Included
Custom Wrapped Machines	Included
Cashless Payments	Included
Apple Pay / Google Pay	Included
Real-Time Machine Monitoring	Included
Monthly Sales Reports	Included
QR Code Product Request System if requested	Included
Daily Machine Checks (if requested)	Included
Maximum Response Time	10 Hours
Direct Owner Oversight	Included
Preventative Maintenance Program	Included
Product Mix Customization	Included

20% sales commission + $10k annual sponsorship towards the city (yearly).
25% sales commission + $7k annual sponsorship towards the city (yearly)
30% sales commission + $5k annual sponsorship towards the city (yearly)

PRICING - 20% sales commission + $10k annual sponsorship

Summary:

Category	Examples	Price Range
Chips & Salty Snacks	Lay's, Doritos, Cheetos, SunChips, etc	$2.00–$2.25
Candy & Chocolate	Snickers, Twix, Kit Kat, Reese's, etc	$2.50–$2.75
Protein & Healthy Snacks	Clif Bars, Nature Valley, Protein Bars,etc	$3.00–$3.50

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Soft Drinks	Coke, Sprite, Coke Zero, Canada Dry, etc	$2.50–$2.75
Sports Drinks	Powerade, Gatorade, Vitamin Water,etc	$2.50–$3.25
Juices	Orange, Apple, Cranberry,etc	$3.00–$3.25
Specialty Drinks	Frappuccino, Protein Shakes,etc	$4.50–$4.75

Bottled Water & Sparkling Water	$2.00 – $2.75
Juice & Fruit Beverages	$3.00 – $3.25
Tea & Lemonade	$2.50 – $2.75
Coffee & Specialty Beverages	$4.50 – $4.75
Dairy & Protein Beverages	$2.50 – $4.75
Additional Beverages Requested by City Staff	Market Competitive Pricing

Examples:

Product	Price ($)
SunChips	2.00
Plantain Chips (Lime)	2.00
Plantain Chips (Sweet)	2.00
Lay's	2.00
Ruffles	2.00
Cheetos	2.00
Doritos	2.00
Friday's Chips	2.00

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Popcorn	2.00
Chex Mix	2.00
Goldfish	2.00
Pretzels	1.50
Rice Krispies Treat	2.00
Granola Bar	3.00
Crunchy Oats Bar	3.00
Special K Bar	2.00
Nature Valley Bar	2.00
BelVita Biscuits	2.00
Clif Bar	3.25
Protein Bar	3.25
Premium Protein Bar	3.25
Cashews	2.00
Pistachios	2.25
Gummies	2.00
Snickers	2.50
Twix	2.50
Crunch	2.50
Kinder Bueno	2.50
Kinder Chocolate	2.50
M&M's Peanut	2.50
Reese's Peanut Butter Cups	2.50
Kit Kat	2.50
Hershey's Bar	2.50

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Sour Patch Kids	2.50
Skittles	2.50
Oreo	2.00
Gum	2.50
Famous Amos Cookies	2.00
Strawberry Cookies	2.00
Honey Bun	2.50
Donitas	2.50
Coca-Cola (16.9 fl oz)	2.50
Sprite (16.9 fl oz)	2.50
Coke Zero (16.9 fl oz)	2.50
Diet Coke (16.9 fl oz)	2.50
Pepsi (16.9 fl oz)	2.50
Mountain Dew (16.9 fl oz)	2.50
Canada Dry (16.9 fl oz)	2.50
Powerade (20 fl oz)	2.50
Gatorade (20 fl oz)	3.00
Water (20 fl oz)	2.00
Premium Water Bottle	2.50
Sparkling Water	2.50
Lemonade	2.50
Orange soda	2.50
Iced Tea	2.50
Vitamin Water	3.00
Orange Juice	3.00
Apple Juice	3.00
Cranberry Juice	3.00
Starbucks Frappuccino	4.50
Chocolate Milk	2.50
Protein Shake	4.50

*Certain products listed in detail section may be subject to change depending on popularity and sales trends in order to maximize sales and city revenue * Certain products in some cases may be subject to an additional 0.20 charge when paying with credit/debit card * Prices may be reduced for employee locations such as breakrooms.

PRICING - 25% sales commission + $7k annual sponsorship

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Summary:

Category	Examples	Price Range
Chips & Salty Snacks	Lay's, Doritos, Cheetos, SunChips, etc	$2.25–$2.50
Candy & Chocolate	Snickers, Twix, Kit Kat, Reese's, etc	$2.75–$3.00
Protein & Healthy Snacks	Clif Bars, Nature Valley, Protein Bars,etc	$3.25–$3.75
Soft Drinks	Coke, Sprite, Coke Zero, Canada Dry, etc	$2.75–$3.00
Sports Drinks	Powerade, Gatorade, Vitamin Water,etc	$2.75–$3.50
Juices	Orange, Apple, Cranberry,etc	$3.25–$3.50
Specialty Drinks	Frappuccino, Protein Shakes,etc	$4.75–$5.00

Bottled Water & Sparkling Water	$2.25 – $3.00
Juice & Fruit Beverages	$3.25 – $3.50
Tea & Lemonade	$2.75 – $3.00
Coffee & Specialty Beverages	$4.50 – $5.00
Dairy & Protein Beverages	$2.50 – $5.00
Additional Beverages Requested by City Staff	Market Competitive Pricing

Examples:

Product	Price ($)
SunChips	2.25
Plantain Chips (Lime)	2.25

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Plantain Chips (Sweet)	2.25
Lay's	2.25
Ruffles	2.25
Cheetos	2.25
Doritos	2.25
Friday's Chips	2.25
Popcorn	2.25
Chex Mix	2.25
Goldfish	2.25
Pretzels	1.75
Rice Krispies Treat	2.25
Granola Bar	3.25
Crunchy Oats Bar	3.25
Special K Bar	2.25
Nature Valley Bar	2.25
BelVita Biscuits	2.25
Clif Bar	3.50
Protein Bar	3.50
Premium Protein Bar	3.50
Cashews	2.25
Pistachios	2.50
Gummies	2.25
Snickers	2.75
Twix	2.75
Crunch	2.75

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Kinder Bueno	2.75
Kinder Chocolate	2.75
M&M's Peanut	2.75
Reese's Peanut Butter Cups	2.75
Kit Kat	2.75
Hershey's Bar	2.75
Sour Patch Kids	2.75
Skittles	2.75
Oreo	2.25
Gum	2.75
Famous Amos Cookies	2.25
Strawberry Cookies	2.25
Honey Bun	2.75
Donitas	2.75
Coca-Cola (16.9 fl oz)	2.75
Sprite (16.9 fl oz)	2.75
Coke Zero (16.9 fl oz)	2.75
Diet Coke (16.9 fl oz)	2.75
Pepsi (16.9 fl oz)	2.75
Mountain Dew (16.9 fl oz)	2.75
Canada Dry (16.9 fl oz)	2.75
Powerade (20 fl oz)	2.75
Gatorade (20 fl oz)	3.25
Water (20 fl oz)	2.25
Premium Water Bottle	2.75
Sparkling Water	2.75
Lemonade	2.75
Orange soda	2.75
Iced Tea	2.75
Vitamin Water	3.25
Orange Juice	3.25
Apple Juice	3.25
Cranberry Juice	3.25

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Starbucks Frappuccino	4.75
Chocolate Milk	2.75
Protein Shake	4.75

*Certain products listed in detail section may be subject to change depending on popularity and sales trends in order to maximize sales and city revenue * Certain products in some cases may be subject to an additional 0.20 charge when paying with credit/debit card * Prices may be reduced for employee locations such as breakrooms.

PRICING - 30% sales commission + $5k annual sponsorship

Summary:

Category	Examples	Price Range
Chips & Salty Snacks	Lay's, Doritos, Cheetos, SunChips, etc	$2.50–$2.75
Candy & Chocolate	Snickers, Twix, Kit Kat, Reese's, etc	$3.00–$3.25
Protein & Healthy Snacks	Clif Bars, Nature Valley, Protein Bars,etc	$3.50–$4.00
Soft Drinks	Coke, Sprite, Coke Zero, Canada Dry, etc	$2.75–$3.25
Sports Drinks	Powerade, Gatorade, Vitamin Water,etc	$2.75–$3.75
Juices	Orange, Apple, Cranberry,etc	$3.25–$3.75
Specialty Drinks	Frappuccino, Protein Shakes,etc	$4.75–$5.25

Bottled Water & Sparkling Water	$2.25 – $3.25
Juice & Fruit Beverages	$3.25 – $3.75
Tea & Lemonade	$2.75 – $3.25
Coffee & Specialty Beverages	$4.50 – $5.25
Dairy & Protein Beverages	$2.50 – $5.25

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Additional Beverages Requested by City Staff	Market Competitive Pricing

Examples:

Product	Price ($)
SunChips	2.50
Plantain Chips (Lime)	2.50
Plantain Chips (Sweet)	2.50
Lay's	2.50
Ruffles	2.50
Cheetos	2.50
Doritos	2.50
Friday's Chips	2.50
Popcorn	2.50
Chex Mix	2.50
Goldfish	2.50
Pretzels	2.00
Rice Krispies Treat	2.50
Granola Bar	3.50
Crunchy Oats Bar	3.50
Special K Bar	2.50
Nature Valley Bar	2.50
BelVita Biscuits	2.50
Clif Bar	3.75
Protein Bar	3.75
Premium Protein Bar	3.75

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

Cashews	2.50
Pistachios	2.75
Gummies	2.50
Snickers	3.00
Twix	3.00
Crunch	3.00
Kinder Bueno	3.00
Kinder Chocolate	3.00
M&M's Peanut	3.00
Reese's Peanut Butter Cups	3.00
Kit Kat	3.00
Hershey's Bar	3.00
Sour Patch Kids	3.00
Skittles	3.00
Oreo	2.50
Gum	3.00
Famous Amos Cookies	2.50
Strawberry Cookies	2.50
Honey Bun	3.00
Donitas	3.00
Coca-Cola (16.9 fl oz)	3.00
Sprite (16.9 fl oz)	3.00
Coke Zero (16.9 fl oz)	3.00
Diet Coke (16.9 fl oz)	3.00
Pepsi (16.9 fl oz)	3.00

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Mountain Dew (16.9 fl oz)	3.00
Canada Dry (16.9 fl oz)	3.00
Powerade (20 fl oz)	3.00
Gatorade (20 fl oz)	3.50
Water (20 fl oz)	2.50
Premium Water Bottle	3.00
Sparkling Water	3.00
Lemonade	3.00
Orange Soda	3.00
Iced Tea	3.00
Vitamin Water	3.50
Orange Juice	3.50
Apple Juice	3.50
Cranberry Juice	3.50
Starbucks Frappuccino	5.00
Chocolate Milk	3.00
Protein Shake	5.00

*Certain products listed in detail section may be subject to change depending on popularity and sales trends in order to maximize sales and city revenue * Certain products in some cases may be subject to an additional 0.20 charge when paying with credit/debit card * Prices may be reduced for employee locations such as breakrooms.

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EXHIBIT C

ITN-2026-11

Certificate of Insurance (COI) submitted by Fresh Service and Repair Corp

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

October 1, 2026

The City of Doral
8401 NW 53RD TER
MIAMI FL 33166-4517

Account Information:

Policy Holder Details :	**FRESH SERVICE & REPAIR CORP**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

Docusign Envelope ID: E8C727D0-8996-8A46-802E-A105EDC32DAB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GEICO INSURANCE AGENCY LLC
76251078
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Property and Casualty Insurance Company of Hartford	34690
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
FRESH SERVICE & REPAIR CORP
5670 NW 116TH AVE APT 206
DORAL FL 33178

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. * LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		76 SBU CG3H2M	10/02/2026	10/02/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $1,000,000 $ $1,000,000 $ $10,000 $ $1,000,000 $ $2,000,000 $ $2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Employment Practices Liability Insurance			76 SBU CG3H2M	10/02/2026	10/02/2027	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
The City of Doral
8401 NW 53RD TER
MIAMI FL 33166-4517

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan L. Castaneda

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EXHIBIT D

ITN-2026-11

List of of Vending Machines to be installed Citywide by Fresh Service and Repair Corp

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VENDING MACHINE QUANTITY & LOCATIONS

PARKS & RECREATION

1. Doral Central Park — 11 machines

- Amphitheater Playground: 1 soda and 1 snack
- Pump Track: 1 soda
- Nature Playground Restroom: 1 soda and 1 snack
- Tennis Court Restrooms: 1 soda
- Interior: 3 soda and 2 snack

2. Doral Glades Park — 2 machines

- 1 soda and 1 snack

3. Doral Legacy Park — 6 machines

- Field side: 2 drink machines and 1 snack machine
- Indoor recreational basketball area: 1 drink machine and 1 snack machine
- Outside recreation area by volleyball courts: 1 drink machine

4. Doral Meadow Park — 2 machines

- 1 soda and 1 snack

5. Trails & Tails Park — 2 machines

- 1 dog item vending machine and 1 drink machine

6. Morgan Levy Park — 4 machines

- 2 snack machines and 2 drink machines

Total for Parks and Recreation: 27 machines

OTHER CITY BUILDINGS

1. Government Center — 1 machine

- 2nd Floor City Hall

2. Doral Police Department — 1 machine

3. Police Training Center — 1 machine

Total for Other City Buildings: 3 machines

GRAND TOTAL — 30 MACHINES

RESOLUTION No.26-154

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING INVITATION TO NEGOTIATE ITN #2026-11 "VENDING MACHINES OPERATION & MANAGEMENT" TO FRESH SERVICE & REPAIR CORPORATION; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FRESH SERVICE & REPAIR CORPORATION FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ONE (1) YEAR PERIODS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") through its Parks and Recreation and Procurement and Asset Management Departments, issued Invitation to Negotiate (ITN) No. 2026-11 to solicit proposals from qualified service providers for vending machines; and

WHEREAS, the ITN solicitation was advertised and issued by the City on April 1, 2026, and the City received three (3) proposals, in which three (3) were deemed complete and responsive; and

WHEREAS, the Evaluation Committee, approved by the City Manager held a public meeting on May 12, 2026, and the responsive proposers were reviewed and ranked; and

WHEREAS, upon conclusion of the meeting, the Committee unanimously agreed to invite the top three (3) ranked proposers for presentations and Q&A session; and

WHEREAS, upon conclusion of the meeting, the Committee unanimously agreed to invite the top two (2) ranked proposers to the negotiation phase; and

WHEREAS, on June 2, 2026, the Evaluation Committee convened to conduct negotiations with the top two (2) finalists to facilitate discussions and prepare the finalists for submission of their Best and Final Offers ("BAFOs"); and

WHEREAS, on June 8, 2026, the Evaluation Committee convened in a public meeting conduct to evaluate and rank the BAFOs, upon completion of the review, the Evaluation Committee ranked the two finalists as follows:

1. Fresh Service & Repair Corporation
2. Compass Group USA, Inc. by and through its Canteen Division

WHEREAS, after consideration of the Evaluation Committee's recommendation, the City Council determined that it is in the best interest of the City to award Invitation to Negotiate (ITN) No. 2026-11 "Vending Machines Operations & Management" to Fresh Service & Repair Corporation.

NOW, THEREFORE, BE RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. Invitation to Negotiate (ITN) No. 2026-11 "Vending Machines Operations & Management" is awarded to Fresh Service & Repair Corporation.

Section 3. Authorization. The City Manager is authorized to execute the agreements and expend budgeted funds on behalf of the City in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 12 day of August, 2026.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY