



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2017-12-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:
E-5.

TITLE:
First Amendment to Agreement and Renewal - 15-051T - Healthy Vending Program - Pre-Approval of Vendors

REQUESTED ACTION:
Approve the First Amendment to Agreement and Renewal for the above Invitation to Bid (ITB) - 15-051T - Healthy Vending Program - Pre-Approval of Vendors. New Contract Term: September 17, 2014 through December 31, 2018, 4 Years, 3 Months; User Department: None; Award Amount: None; Awarded Vendor(s): 6; Small/Minority/ Women Business Enterprise Vendors: Double R Vending Corp.; Gilly Vending, Inc.
See Supporting Docs for Continuation of Requested Action.

SUMMARY EXPLANATION AND BACKGROUND:
ITB 15-051T - Healthy Vending Program - Pre-Approval of Vendors, was awarded by the School Board on September 16, 2014. The current contract expires on December 31, 2017; therefore, this request is presented to exercise the first renewal of this contract for one (1) additional year.
A copy of the bid documents are available online at: http://www.broward.k12.fl.us/supply/agenda/15-051T_HealthyVendingProgramPreApprovalOfVendors.pdf
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District.

EXHIBITS: (List)
(1) Continuation of Requested Action (2) Executive Summary (3) Agreements - 6 (4) Approved ARF 9-16-2014 RSBM EE-6 (5) Recommendation Tabulation 9-16-2014 (6) Financial Analysis Worksheet (7) Renewal Letters - 6 (8) Survey (9) Memo to Revise

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Jeffrey Moquin	Phone: 754-321-2650
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
11/29/2017, 4:11:20 PM

Approved In Open Board Meeting On: **DEC 05 2017**
By: *Mora Rupert*
School Board Chair

**First Amendment to Agreement and Renewal
15-051T – Healthy Vending Program-Pre-Approval of Vendors
December 5, 2017 Board Agenda
Page 2**

CONTINUATION OF REQUESTED ACTION

The Bid has six (6) awarded vendors:

All Stop Vending, LLC

Bettoli Trading, Corp. d/b/a Bettoli Vending

Double R Vending Corp.*

Compass, USA, Inc., a.k.a. Canteen Refreshment Services (Formerly Family Vending)

Fresh Start Vending, Inc.

Gilly Vending, Inc.*

*Small/Minority/Women Business Enterprise Certified Vendor (s)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

November 29, 2017

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *Robert W. Runcie* 
Superintendent of Schools

SUBJECT: **REVISION TO E-5, FIRST AMENDMENT TO AGREEMENT AND RENEWAL – 15-051T – HEALTHY VENDING PROGRAM – PRE-APPROVAL OF VENDORS, FOR THE DECEMBER 5, 2017, SCHOOL BOARD OPERATIONAL MEETING**

The following is a revision for E-5, First Amendment to Agreement and Renewal – 15-051T – Healthy Vending Program – Pre-Approval of Vendor for the December 5, 2017, School Board Operational Meeting:

Exhibits: Replace with signed signature page two (2) in the six (6) Agreements.

- All Stop Vending, LLC
- Bettoli Trading, Corp. d/b/a Bettoli Vending
- Double R Vending Corp.
- Compass, USA, Inc., a.k.a. Canteen Refreshment Services
- Fresh Start Vending, Inc.
- Gilly Vending, Inc.

RWR/MLW/MCC:bm
Attachments

cc: Senior Leadership Team

EXECUTIVE SUMMARY

Recommendation for Renewal 15-051T – Healthy Vending Program – Pre-Approval of Vendors

The School Board of Broward County, Florida, (SBBC) awarded Invitation to Bid (ITB) 15-051T - Healthy Vending Program - Pre-Approval of Vendors on September 16, 2014, for a period of three (3) years and three (3) months from September 17, 2014 through December 31, 2018. This ITB provides a pool of pre-approved vendors that are able to supply vending machine services to various District locations. Awardees furnish, install, stock and maintain campus drink and snack vending machines for Elementary, Middle, High, Technical Schools, and Administrative sites. Schools and District locations receiving vending machine services are paid fixed commissions on gross product sales. These commissions benefit and enrich the location's student-oriented programs.

The commission rates were awarded in five (5) categories based on location type. The categories and their respective commission rates are as follows:

Elementary Schools:	twenty – five (25) percent
Middle Schools:	thirty-two (32) percent
High Schools:	thirty-six (36) percent
Centers/Technical Schools:	thirty-six (36) percent
Administrative Sites:	thirty-two (32) percent

The awardees and their respective awarded locations are:

VENDOR NAME	LOCATION AWARDED
All Stop Vending, LLC	Elementary, Middle, High, Centers, Administrative Sites
Bettoli Trading, Corp. d/b/a Bettoli Vending	Middle, High, Centers, Administrative Sites
Compass, USA, Inc., a.k.a. Canteen Refreshment Services (Formerly Family Vending)	Elementary, Middle, High, Centers, Administrative Sites
Double R Vending Corp.	Elementary, Middle, High, Centers, Administrative Sites
Fresh Start Vending, Inc.	Elementary, Middle
Gilly Vending, Inc.	Elementary, Middle, High, Centers, Administrative Sites

Administration at the various locations may contact any of the Awardees in the pool to request or change vending services.

Recommendation for Renewal

15-051T – Healthy Vending Program – Pre-Approval of Vendors

December 5, 2017 Board Agenda

Page 2

Through this ITB, healthy snacks are available in vending machines located in student areas throughout the District. Items available to the students meet the USDA’s Smart Snacks in School guidelines. These snacks contain no more than 200 calories with limited amounts of sodium, fat, and sugar. Food & Nutrition Services reviews the nutritional profiles for these items and approve those which meet the guidelines. The USDA Smart Snacks in School guidelines remain unchanged since their inception in 2014. USDA Federal Guidelines can be viewed on the USDA Smart Snacks webpage at <https://www.fns.usda.gov/school-meals/tools-schools-focusing-smart-snacks>. Additional information can be viewed on the Florida Department of Agriculture and Consumer Services (FDACS) <http://www.freshfromflorida.com/Divisions-Offices/Food-Nutrition-and-Wellness/National-School-Lunch-Program/Smart-Snacks>. The lists of items approved at Broward Schools are available on the Food & Nutrition Services website.

This is a request for the School Board’s approval to exercise the ITB’s first contract renewal for an additional one (1) year period from January 1, 2018 through December 31, 2018. This ITB includes an option to renew the contract term per Section 4, Special Condition 6, contract renewal: “The term of the bid shall be for three year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if need, 90 days beyond the expiration date of the final renewal period.” The bid’s awarded vendors have accepted the request to renew the contract.

Procurement & Warehousing Services (PWS) benchmarked the current contract with West Palm Beach Schools (WPBS). The contract with WPBS has a total of nine (9) awardees of which three (3) are also in District’s vendor pool. The District compared the commissions offered to WPBS by the following three (3) vendors listed in the chart; the commissions offered to SBBC are higher than the commissions offered to WPBS as seen below:

	BCPS	West Palm Beach Schools (WPBS)		
	Commission Rates	Bettoli Vending	Compass Group/Canteen	Gilly Vending
Elementary Schools:	twenty – five (25) percent	five (5) percent	ten (10) percent	No Bid
Middle Schools:	thirty-two (32) percent	fourteen (14) percent	ten (10) percent	twenty-three (23) percent
High Schools:	thirty-six (36) percent	twenty-six (26) percent	ten (10) percent	twenty-three (23) percent
Centers/Technical Schools:	thirty-six (36) percent	Not Available	Not Available	Not Available
Administrative Sites:	thirty-two (32) percent	twenty-six (26) percent	ten (10) percent	twenty – five (25) percent

Based on the above, it is in the District’s best interest to renew ITB 15-051T, rather than re-solicit.

Recommendation for Renewal

15-051T – Healthy Vending Program – Pre-Approval of Vendors

December 5, 2017 Board Agenda

Page 3

PWS sent surveys to District Staff which are included for perusal. Seventy-three (73) percent of respondents indicated that they would continue doing business with their current vendor; however, PWS has increased its efforts to reach out to schools and vendors to communicate expectations and improve services where needed. Additionally, and in an effort to increase the number of vendors that can be utilized by locations, the WPBS contract has been identified as an opportunity to access these additional vendors for Vending Machine Services. WPBS's commission structure is very similar to SBBC and, for the majority of the vendors not in the current contract, commissions offered are comparable with SBBC's. PWS is in the process of preparing the materials to request School Board approval to Piggyback the WPBS contract during the period of this first renewal. PWS also intends to advertise a competitive solicitation for vending machines before the expiration date of December 31, 2018.

**FIRST AMENDMENT
TO AGREEMENT**

THIS AGREEMENT is made and entered into as of this 5th day of December 2017,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ALL STOP VENDING, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3149 John P. Curci Drive, Bay 4
Pembroke Park, Florida 33009

WHEREAS, SBBC and VENDOR entered into an Agreement dated September 16, 2014 (hereinafter referred to as "Agreement"); under ITB 15-051T, Healthy Vending Program – Pre-approval of Vendors for the purpose of receiving services for healthy vending machine services; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02. **Term of Agreement.** The Agreement is hereby extended from January 1, 2018 through December 31, 2018, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03. **Order of Precedence Among Agreement Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: First Amendment to Agreement, then
Second: Agreement, then
Third: Addendum No. 2, then
Fourth: Addendum No. 1, then
Fifth: ITB 15-051T – Healthy Vending Program – Pre-Approval of Vendors, then

Sixth: Bid submitted in response to the ITB by VENDOR

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement and First Amendment to Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.


IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Nora Rupert, Chair

ATTEST



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.

Smith

Date: 2017.11.15 11:40:48 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

[Signature]
_____, Secretary

ALL STOP VENDING, LLC

By [Signature]

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FL

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 6th day of December, 2017 by Michael Helft of All Stop Vending LLC, on behalf of the corporation/agency.

He/She is personally known to me or produced DL as identification and did/did not first take an oath. DL Type of Identification

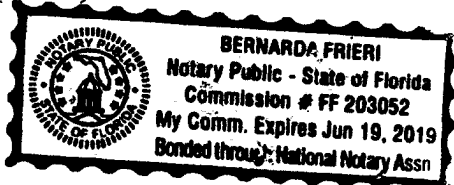
My Commission Expires:

[Signature]
Signature - Notary Public

Bernarda Frieri
Printed Name of Notary

FF 203052
Notary's Commission No.

(SEAL)



**FIRST AMENDMENT
TO AGREEMENT**

THIS AGREEMENT is made and entered into as of this 5th day of December 2017,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BETTOLI TRADING, CORP.
D/B/A BETTOLI VENDING
(hereinafter referred to as "VENDOR"),
whose principal place of business is
6095 NW 167TH Street, Suite D4
Miami, Florida 33009

WHEREAS, SBBC and VENDOR entered into an Agreement dated September 16, 2014 (hereinafter referred to as "Agreement"); under ITB 15-051T, Healthy Vending Program – Pre-approval of Vendors for the purpose of receiving services for healthy vending machine services; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02. **Term of Agreement.** The Agreement is hereby extended from January 1, 2018 through December 31, 2018, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03. **Order of Precedence Among Agreement Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: First Amendment to Agreement, then
Second: Agreement, then
Third: Addendum No. 2, then
Fourth: Addendum No. 1, then

- Fifth: ITB 15-051T – Healthy Vending Program – Pre-Approval of Vendors,
then
Sixth: Bid submitted in response to the ITB by VENDOR

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement and First Amendment to Agreement remain in full force and effect.


1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

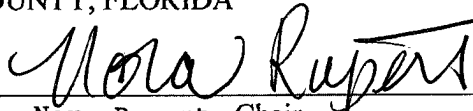
FOR SBBC

(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Nora Rupert, Chair

Approved as to Form and Legal Content:

Janette M. Smith Digitally signed by Janette M. Smith
Date: 2017.11.15 11:39:14 -05'00'
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

**BETTOLI TRADING, CORP.
D/B/A BETTOLI VENDING**

ATTEST:

By [Signature]

_____, Secretary

-or-

Xavier Wong
Witness

Luis Cabrera
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 6th day of November, 2017 by Maurizio Luis Bettoli of

Bettoli Trading, Corp., on behalf of the corporation/agency.
Name of Corporation or Agency

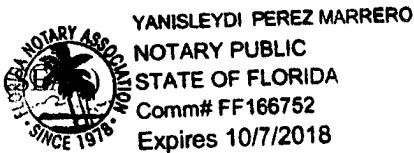
He/She is personally known to me or produced FL driver license B340-552-79-100 as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 10/07/2018

[Signature]
Signature – Notary Public

Yanisleydi Perez Marrero.
Printed Name of Notary

FF166752.
Notary's Commission No.



**FIRST AMENDMENT
TO AGREEMENT**

THIS AGREEMENT is made and entered into as of this 5th day of December, 2017,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

DOUBLE R VENDING CORP.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
25 E 9 CT
Hialeah, Florida 33010

WHEREAS, SBBC and VENDOR entered into an Agreement dated September 16, 2014 (hereinafter referred to as "Agreement"); under ITB 15-051T, Healthy Vending Program – Pre-approval of Vendors for the purpose of receiving services for healthy vending machine services; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement.

WHEREAS, VENDOR desires to substitute Double R Vending Corp. D/B/A American Healthy Vending to Double R Vending Corp. as a name change only, and will honor and agree to the terms of the ITB 15-051T- Healthy Vending Program – Pre-approval of Vendors.

WHEREAS, Double R Vending Corp. D/B/A American Healthy Vending changed its name to Double R Vending Corp. and remains incorporated in Florida with the Florida Department of State.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02. **Name Change.** The parties agree to substitute Double R Vending Corp. D/B/A American Healthy Vending to Double R Vending Corp.

1.03. **Term of Agreement.** The Agreement is hereby extended from January 1, 2018 through December 31, 2018, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.04. **Order of Precedence Among Agreement Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: First Amendment to Agreement, then
- Second: Agreement, then
- Third: Addendum No. 2, then
- Fourth: Addendum No. 1, then
- Fifth: ITB 15-051T – Healthy Vending Program – Pre-Approval of Vendors, then
- Sixth: Bid submitted in response to the ITB by VENDOR

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement and First Amendment to Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2017.11.15 11:37:23 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

DOUBLE R VENDING CORP.

ATTEST:

[Signature]
_____, Secretary

-or-
[Signature]

Witness

[Signature]

Witness

By [Signature]

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7 day of November, 2017 by Rinaldo Alvarez of

Double R Vending Corp, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced A 416-720-64-041-8 as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

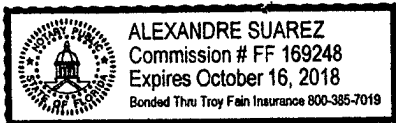
[Signature]

Signature - Notary Public

Alex Suarez

Printed Name of Notary

(SEAL)



FF 169248

Notary's Commission No.

**FIRST AMENDMENT
TO AGREEMENT**

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by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COMPASS GROUP, USA, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
2400 Yorkmont Rd.
Charlotte, NC 28217

WHEREAS, SBBC and VENDOR entered into an Agreement dated September 16, 2014 (hereinafter referred to as "Agreement"); under ITB 15-051T, Healthy Vending Program – Pre-approval of Vendors for the purpose of receiving services for healthy vending machine services; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement.

WHEREAS, VENDOR desires to substitute the name The Family Vending Company, Inc. to Compass Group, USA, Inc., due to a company acquisition.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02. **Name Change**. The parties agree to substitute The Family Vending Company, Inc. to Compass Group, USA, Inc.

1.03. **Term of Agreement**. The Agreement is hereby extended from January 1, 2018 through December 31, 2018, unless terminated earlier pursuant to Section 3.05 of the Agreement.

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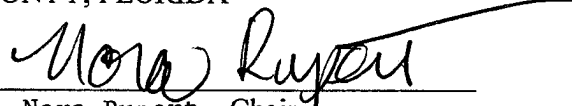
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FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By 
Nora Rupert, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M. Smith

Date: 2017.11.15 11:41:44 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

COMPASS GROUP, USA, INC.

ATTEST:

By Steve L

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

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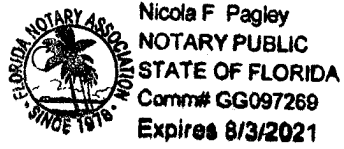
STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 9th day of November, 2017 by Steve Luccia of Compass Group USA, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced identification and did/did not first take an oath. _____ as _____ Type of Identification

My Commission Expires: 8/3/2021



(SEAL)

[Signature]
Signature - Notary Public
Nicola F. Pagley
Printed Name of Notary
GG 097269
Notary's Commission No.

**FIRST AMENDMENT
TO AGREEMENT**

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FRESH START VENDING, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
5374 NW 126 Drive
Coral Springs, Florida 33076

WHEREAS, SBBC and VENDOR entered into an Agreement dated September 2, 2014 (hereinafter referred to as "Agreement"); under ITB 15-015T, Healthy Vending Program – Pre-approval of Vendors for the purpose of receiving services for healthy vending machine services; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

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Sixth: Bid submitted in response to the ITB by VENDOR

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1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

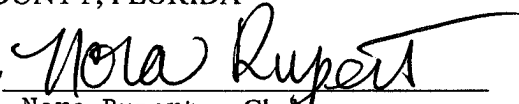
ATTEST:



Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Nora Rupert, Chair

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2017.11.15 11:39:59 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

FRESH START VENDING, INC.

ATTEST:

By

[Handwritten Signature]

_____, Secretary

-or-

[Handwritten Signature]

Witness *Josh King*

[Handwritten Signature]

Witness *Muhammad Acui*

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of November, 2017 by Vicki DANDES of

Fresh Start Vending INC, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FL Driver License as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 03/16/2019

[Handwritten Signature]

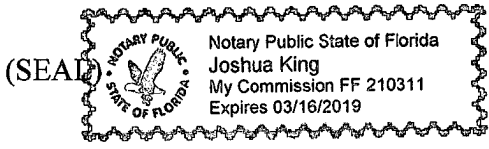
Signature - Notary Public

JOSHUA KING

Printed Name of Notary

FF 210311

Notary's Commission No.



**FIRST AMENDMENT
TO AGREEMENT**

THIS AGREEMENT is made and entered into as of this 5th day of December 2017,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GILLY VENDING, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
990 NW 166th Street
Miami, FL 33169

WHEREAS, SBBC and VENDOR entered into an Agreement dated September 16, 2014 (hereinafter referred to as "Agreement"); under ITB 15-051T, Healthy Vending Program – Pre-approval of Vendors for the purpose of receiving services for healthy vending machine services; and

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02. **Term of Agreement.** The Agreement is hereby extended from January 1, 2018 through December 31, 2018, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03. **Order of Precedence Among Agreement Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: First Amendment to Agreement, then
Second: Agreement, then
Third: Addendum No. 2, then
Fourth: Addendum No. 1, then
Fifth: ITB 15-051T – Healthy Vending Program – Pre-Approval of Vendors, then

Sixth: Bid submitted in response to the ITB by VENDOR

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement and First Amendment to Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Janette M. Smith
Janette M. Smith
Date: 2017.11.15 11:38:14 -05'00'
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

GILLY VENDING, INC.

ATTEST:

By [Signature]

_____, Secretary

-or-

[Signature]

Witness

[Signature]

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

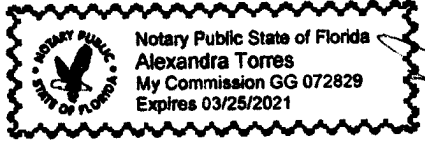
STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 6 day of November, 2011 by [Signature] of [Signature] Name of Person, on behalf of the corporation/agency. [Signature] Name of Corporation or Agency

He/She is personally known to me or produced [Signature] as identification and did/did not first take an oath. [Signature] Type of Identification

My Commission Expires: 3/25/2021 [Signature]



(SEAL)

[Signature]
Signature = Notary Public

[Signature]
Printed Name of Notary

312512166012829
Notary's Commission No.