

VENDING MACHINE SERVICES

THIS VENDING MACHINE SERVICES AGREEMENT (hereinafter "Agreement" or "Contract") is made and entered into by and between the **South Florida Workforce Investment Board** (hereinafter the "SFWIB"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Deluxe Vending Inc.** (hereinafter "Deluxe" or "Contractor"), located at 14342 SW 179 Lane, Miami, FL 33177.

WITNESSETH:

WHEREAS, the SFWIB has selected Deluxe as a non-exclusive vendor to contract for products and services as set forth in this Agreement and Deluxe is licensed to provide such services and is duly authorized to practice in the State of Florida,

WHEREAS, the SFWIB desires that certain non-alcoholic beverages, food, food products and other standard vending items be made available for the benefit and convenience of the SFWIB's staff, guests and visitors at the designated location identified in this Agreement, and

WHEREAS, Deluxe represents that it has the knowledge, ability, equipment, and personnel to conduct vending machine operations. The vending machine operations and all other services, duties and obligations required to be performed by the Contractor under this Agreement shall sometimes be collectively referred to as "Services".

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the SFWIB and the Contractor agree as follows:

ARTICLE 1 EFFECTIVE TERM

- 1.1. Irrespective of the date of execution, the term of this Agreement shall commence upon **July 1, 2017** and terminate at the close of business on **June 30, 2018**.
- 1.2. The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to one (1) additional one (1) year performance period contingent upon satisfactory performance upon such terms and conditions as both parties agree to in writing.

ARTICLE 2 SERVICES

- 2.1. Deluxe shall commence performance of Services by providing the products, through vending machines, set forth in **Exhibit A, Products and Product Pricing List**, attached hereto and incorporated by reference.
- 2.2. No changes in the **Products and Product Pricing List** shall be made unless such changes are mutually agreed upon by both of the parties hereto in writing.

ARTICLE 3 LOCATION

Services shall be performed at 7300 Corporate Center Drive, Miami, FL 33126, 5th Floor Employee Lounge, referred to as "**Designated Location**."

ARTICLE 4 LIMITED ACCESS

- 4.1 Deluxe, its employees, representatives, and agents shall have the right to use and access only the Designated Location to perform Services.

- 4.2 Deluxe, its employees, representatives, and agents shall not have the right to use or access any other office, center, or facilities to perform Services.
- 4.3 The SFWIB may enter the Designated Location at any time for any reason. No unlawful activities shall be permitted in the use of the Designated Location.
- 4.4 Deluxe shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders, as well as the institutional rules and regulations and policies of the SFWIB. Deluxe shall cause all of its employees, representatives, and agents to observe and comply with all Applicable Laws and the SFWIB's Rules.
- 4.5 Deluxe shall not modify, alter or repair the Designated Location or any other facility without the prior written approval of the SFWIB.
- 4.6 Deluxe shall not harm the Designated Location or make any use of the Designated Location that is offensive as determined by the SFWIB. Upon expiration or termination of this Agreement for any reason, Deluxe shall remove equipment and Deluxe's other effects, repair any damage caused by the removal, and peaceably deliver up the Designated Location in clean condition and in good order, ordinary wear and tear excepted. Any personal property of Deluxe not removed within five (5) business days after expiration or termination of this Agreement shall be deemed abandoned by Deluxe and the SFWIB may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Deluxe.
- 4.7 Deluxe shall not suffer any mechanic's lien to be filed against the Designated Location or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Designated Location for Deluxe. Nothing in this Agreement shall be construed as the consent of the SFWIB to subject the SFWIB's Designated Location or adjoining facilities to any lien.
- 4.8 Deluxe has inspected the Designated Location and agrees that the Designated Location is sufficiently equipped for Deluxe to provide Services in accordance with the terms and conditions of this Agreement.
- 4.9 The SFWIB shall not be liable to Deluxe or Deluxe's employees, representatives, agents, guests or invitees, for any loss, expense, or damage, either to person or property sustained by reason of any condition of locations or facilities, or due to any act of any employee, representative, agent, guest or invitee of the SFWIB, or the act of any other person whatsoever. The SFWIB, its employees, representatives, agents, guests and invitees shall not be liable for, and Deluxe waives, all claims for damage to person or property sustained by any Deluxe employees or agents, resulting from any accident or occurrence in or upon locations or facilities. Deluxe shall pay on demand the SFWIB's expenses incurred in enforcing any obligation of Deluxe under this license.

ARTICLE 5 CHANGE IN LOCATIONS

The Services shall, at all times, be performed at the Designated Location as indicated in **Article 3** above. The location may not be changed by Deluxe, its employees, representatives, and agents without the prior written approval of the SFWIB.

ARTICLE 6 PRODUCTS

- 6.1 Products to be stocked and available for purchase from the vending machines shall include, but be limited to, non-alcoholic beverages, food, food products and other standard vending items.
- 6.2 Deluxe shall offer for sale only Products that the SFWIB has approved as to brand, size, and sales price.
- 6.3 Deluxe shall ensure that all Products shall conform in all respects to applicable laws relating to the standards or specifications of those Products. All Products shall be fresh and suitable for human consumption in all respects.

- 6.4 Deluxe shall not increase the sales prices charged for Products above the sales prices designated in Exhibit A. The SFWIB and Deluxe may, by mutual agreement, adjust Product sales prices through a written amendment to this Agreement, duly approved and signed by both parties hereto.
- 6.5 If it becomes desirable to change the Products to be vended by Deluxe, then the Products to be deleted, the Products to be added and associated sales prices, location and type of vending machine, shall be re-negotiated between Deluxe and the SFWIB and shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

ARTICLE 7 EQUIPMENT

- 7.1 Deluxe shall provide, install and operate all equipment. Equipment operated on location by Deluxe shall be new or at a minimum be in perfect working condition and appearance. Equipment shall conform to all applicable O.S.H.A, State, and Federal safety requirements.
- 7.2 Deluxe shall service all equipment as often as is necessary to keep all equipment properly supplied and in good working order. Deluxe shall maintain a program of regular preventive maintenance and replacement of worn, damaged, or malfunctioning equipment. Deluxe shall keep all equipment in a neat and sanitary condition.
- 7.3 Equipment that is not in working order or not vending properly as it was meant to do, shall be repaired or replaced within twenty-four (24) hours after Deluxe notices that the equipment is not functioning properly or within twenty-four (24) hours of being informed by the SFWIB of a malfunction, whichever occurs first. Deluxe shall bear all costs of any such repair or replacement. If Deluxe fails to correct the work within the period specified, the SFWIB may at its discretion, notify Deluxe, in writing that Deluxe is subject to contractual default if the repair/replacement is not completed to the satisfaction of the SFWIB within forty-eight (48) hours of receipt of the notice. If Deluxe fails to correct the work within the period specified in the notice, the SFWIB shall place Deluxe on default, and obtain the services of another vendor to correct the deficiencies, and charge Deluxe for these costs through invoicing.
- 7.4 During the course of the contract period, equipment that becomes inoperable or damaged shall be removed within 30 days notice. All costs for removal of such equipment shall be the responsibility of Deluxe.
- 7.5 Deluxe shall clean all spills that occur while filling, cleaning, or maintaining equipment. Deluxe shall clean equipment each time Deluxe restocks or services equipment, and shall remove packaging and waste after each service call. Deluxe shall cooperate with the SFWIB to promptly remedy any sanitary problems related to equipment.
- 7.6 Deluxe shall inspect and restock equipment at least two days per calendar week, unless another schedule is agreed upon by the parties.
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- 7.7 Deluxe shall affix to all equipment a prominent notice containing instructions on how to (1) operate equipment, (2) report malfunctions, and (3) request refunds.
- 7.8 Deluxe shall provide reimbursement for malfunctioning equipment or defective products within forty-eight (48) hours of notice received from the SFWIB.

ARTICLE 8 COSTS OF OPERATION

- 8.1 Deluxe shall pay all costs for installing, operating, stocking, servicing, and replacing the equipment; provided, however, the SFWIB shall provide Deluxe with electricity, lighting, air-conditioning, and water for operation of equipment on location. Deluxe shall absorb all money shortages that may develop due to theft, burglary, inoperable equipment or any other causes.

- 8.2 The SFWIB shall not be responsible for interruptions in utility service due to power failure, scheduled outages, or like causes or failures. However, the SFWIB shall exercise reasonable diligence in pursuing the restoration of interrupted utility service.

ARTICLE 9 SIGNS

Deluxe shall not post signs or posters at the Designated Location or elsewhere on the premises. Deluxe shall not engage in any marketing or promotional activity.

ARTICLE 10 THE SFWIB'S RIGHT TO REFUSE ENTRY AND EJECT

The SFWIB has the right to (a) require identification from any person, employee, representative, or agent conducting business on behalf of Deluxe, (b) refuse entry to any person, employee, representative, or agent conducting no legitimate business with the SFWIB, and (c) eject any undesirable person refusing to leave peaceably on request. Deluxe shall cooperate with all the SFWIB's authorized representatives in the exercise of the SFWIB's rights described in this Section.

ARTICLE 11 ACCESS FEE

- 11.1 Deluxe shall pay the SFWIB a fee for placing its vending machine(s) on location at the Designated Location for employee and public use to purchase items contained therein ("Access Fee"). Deluxe shall be assessed an Access Fee based upon occupancy of space in the Designated Location. Payment of an Access Fee to the SFWIB does not guarantee sales of products contained in vending machine(s).
- 11.2 Deluxe agrees to compensate the SFWIB monthly based on a share of the profits and the occupancy of 42 square feet at a cost of \$23.00 per square foot. However, the minimum monthly pro-rata compensation will at no time be less than eighty dollars and fifty cents (\$80.50) per month in accordance with the product and prices listed on **Exhibit A, Product and Product Pricing List**. It is acknowledged and agreed by Deluxe that this monthly amount is the minimum amount payable to the SFWIB related to this Agreement.
- 11.3 Deluxe shall pay the SFWIB the Access Fee of eighty dollars and fifty cents (\$80.50) on a monthly basis on or before the 10th day of the month.
- 11.4 Deluxe shall make all checks payable to the "South Florida Workforce Investment Board" and shall mail the monthly payments to the SFWIB, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.
- 11.5 If Deluxe fails to pay the Access Fee within the time specified, the SFWIB reserves the right to default Deluxe and shall seek to procure the Services of another vendor.

ARTICLE 12 RECORDS AND REPORTS

- 12.1 Deluxe shall keep accurate records of all sales. Deluxe shall make all records related to the Services available to the SFWIB upon written request during the Term of this Agreement and for up to five (5) years after the expiration or termination of this Agreement
- 12.2 Deluxe shall permit authorized representatives of the SFWIB at the convenience of the SFWIB to accompany Deluxe's employees during cash collection and counting activities.

ARTICLE 13 LICENSES, TAXES, APPLICABLE LAWS AND SFWIB'S RULES

- 13.1 Deluxe shall obtain, maintain in effect, and pay the cost of all licenses, permits, certifications, and inspections required in connection with Deluxe's performance of Services. Deluxe shall pay all taxes (including sales, excise

and payroll taxes), payroll deductions, employee benefits, fines, penalties, or other payments required by federal, state, and local laws in connection with Deluxe's performance of Services.

- 13.2 Deluxe shall comply with, and shall cause its employees, representatives, and agents, to comply with, all applicable laws and SFWIB's Rules.
- 13.3 In the event the SFWIB reasonably believes that Deluxe is not in compliance with applicable laws and reasonably determines that a violation of applicable laws creates an imminent health hazard or immediate threat to the health and safety of the SFWIB's employees, community or the public, the SFWIB may immediately (a) perform any cleaning or other services deemed necessary by the SFWIB (Deluxe shall reimburse the SFWIB for all reasonable costs, including overtime costs), (b) report Deluxe's non-compliance with Applicable Laws to any governmental body or authority, and (c) at the SFWIB's option, (i) require Deluxe to cure the violation within a timeframe that is acceptable to the SFWIB, or (ii) suspend Deluxe's performance of Services, and/or (iii) terminate this Agreement without notice or opportunity to cure. Upon receipt of written notice of suspension or termination of this Agreement, Deluxe shall immediately cease performance of Services under this Agreement.
- 13.4 The Contractor shall submit a **Code of Business Ethics Affidavit, Attachment 4**, attached hereto and incorporated herein by reference as if fully set forth herein.

ARTICLE 14 PRIOR AGREEMENTS

- 14.1 This document and the Attachments and Exhibits specified herein incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and its Attachments and Exhibits. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following is a list of Attachments and Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	1	Assurances and Certifications
Attachment	2	Certification Regarding the Florida Clean Indoor Air Act
Attachment	3	Certification Regarding Environmental Tobacco Smoke
Attachment	4	Code of Business Ethics Affidavit
Exhibit	A	Products and Product Pricing List

- 14.2 The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the SFWIB under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 15 INSURANCE

- 15.1 The Contractor shall provide the SFWIB, prior to the execution of this Agreement, Certificates of Insurance or written verification (binders) required under this section or as determined by the SFWIB. Such insurance policies shall be in the amounts indicated below:

- 15.1.1 Commercial General Liability Insurance \$1,000,000 aggregate; this insurance shall be secured on a comprehensive basis to include contingent liability in an amount that ensures that the Contractor is protected against any suits. The SFWIB shall be the **certificate holder** and also be named as an **additional party insured** with respect to this coverage.

- 15.1.2 Automobile Liability Insurance and Non-owners Auto Liability Insurance is required for all vehicles owned, leased, or hired by the Contractor, and any personal vehicles which are utilized by employees in connection with the services provided under the terms of this Contract.
- 15.1.3 Worker's Compensation Insurance coverage shall be secured for all persons employed by the Contractor in an amount that is consistent with Chapter 440 of the Florida Statutes.
- 15.1.4 Workers' Unemployment Compensation Insurance shall be secured for each person employed by the Contractor in a manner and amount which is in accordance with federal and state laws.
- 15.2 All insurance certificates and policies secured by the Contractor shall be issued by companies authorized to perform such functions under the laws of the State of Florida.
- 15.3 All insurance certificates shall list the SFWIB as "Certificate Holder" in the following manner:
- South Florida Workforce Investment Board
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234
- 15.4 The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Agreement remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the Contractor shall be responsible for submitting new or renewed insurance certificates to the SFWIB prior to expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the SFWIB may suspend the Agreement until such time as the new or renewed certificates are received by the SFWIB in the manner prescribed herein; provided, however, that this suspended period does not exceed ten (10) calendar days. Thereafter, the SFWIB may, in its sole discretion, terminate this Agreement.
- 15.5 Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.

ARTICLE 16
EMPLOYMENT ELIGIBILITY VERIFICATION

- 16.1 Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the Contractor shall:
- 16.1.1 Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and,
- 16.1.2 Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
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- 16.2 **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. Employers are not charged for using E-Verify.
- 16.3 The Department of Homeland Security's E-Verify system can be found at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 16.4 If the Contractor does not have an E-Verify MOU in effect, the Contractor must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

ARTICLE 17
IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

ARTICLE 18
ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned, transferred, or encumbered by either party hereto. Additionally, the Contractor shall not subcontract any portion of the work required by this Agreement unless agreed to in writing by the SFWIB.

- 18.1 Deluxe shall not subcontract any portion of the work without the prior written consent of the SFWIB. Subcontracting without the prior consent of the SFWIB may result in termination of this Agreement for default.
- 18.2 Deluxe's interest in this Agreement may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so shall (a) not be binding on the SFWIB; and (b) be a default under this Agreement for which Deluxe shall be subject to all remedial actions provided under this Agreement.

ARTICLE 19
APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any legal controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida.

ARTICLE 20
DEFAULT AND TERMINATION

- 20.1 This Agreement may be terminated by SFWIB without cause by giving Deluxe not less than thirty (30) days written notice of SFWIB's intention to terminate this Agreement. In the event this Agreement is terminated by SFWIB before the end of the contract year, the Access Fee shall be paid by Deluxe to SFWIB (on a pro-rata basis through the effective date of termination).
- 20.2 Termination of this Agreement shall not relieve Deluxe or any of its employees, representatives, or agents from liability for any default under the terms of this Agreement or any other act or omission.
- 20.3 If this Agreement expires or is terminated for any reason, then at SFWIB's option, Deluxe shall continue to perform Services in accordance with the terms of this Agreement until SFWIB contracts with a new qualified and experienced vendor(s) to perform Services or is able to perform Services in-house; provided that Deluxe shall not be required to continue performing Services for more than ninety days (90 days).
- 20.4 The expiration or termination of this Agreement shall not relieve either party of any obligations under this Agreement that by their nature survive expiration or termination.

ARTICLE 21
NOTICES

It is understood and agreed between the parties that written notice addressed to the Executive Director of the SFWIB, and mailed or delivered to the address appearing on page one (1) of this Contract and written notice addressed to the Contractor and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient written notice to the respective party.

**ARTICLE 22
GENERAL PROVISIONS**

- 22.1 At any time during the Term of this Agreement and for a period of five (5) years after the termination or expiration of this Agreement, the SFWIB or a duly authorized representative of the SFWIB, at its expense, shall have the right to audit Deluxe's records and books relevant to all Services provided under this Agreement. In the event an audit reveals any errors or underpayments to the SFWIB, Deluxe shall pay to the SFWIB the full amount of the underpayments within thirty (30) days after being notified in writing of the audit findings.
- 22.2 The restrictions and obligations under this Section shall survive expiration or termination of this Agreement for any reason.

**ARTICLE 23
THIRD PARTY BENEFICIARIES**

Neither the Contractor nor the SFWIB intend to directly or indirectly benefit any third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert any claim against either of the parties hereto based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations as to any third person or entity.

**ARTICLE 24
NO OTHER RIGHTS**

Except as expressly granted in this Agreement, nothing in this Agreement is intended to entitle either party to claim any right, title or interest in, or right to use, the name of the other party, the name or existence of any property or facility owned by the other party (or any portion thereof), or any other names, designs, logos, symbols, trademarks, service marks, representations or other identification of the other party.

**ARTICLE 25
COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**ARTICLE 26
SEVERABILITY**

In the event any portion of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the SFWIB or the Contractor elect to terminate this Agreement without cause.

**ARTICLE 27
JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**ARTICLE 28
PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto, or documents or events, or incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in **Articles 1** through **42** of this Agreement shall prevail and be given effect.

**ARTICLE 29
MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both parties hereto.

**ARTICLE 30
RELATIONSHIP OF PARTIES**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Deluxe is an independent contractor and is not an employee, partner, joint venturer, or agent of the SFWIB. Deluxe shall not bind nor attempt to bind the SFWIB to any agreement or contract. As an independent contractor, Deluxe is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind, including workers' compensation insurance.

**ARTICLE 31
INDEMNIFICATION**

- 31.1. All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the Contractor's behalf under this Contract. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.
- 31.2. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Agreement and shall terminate upon the expiration of the applicable statute of limitation.

**ARTICLE 32
GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

**ARTICLE 33
CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT**

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health. The Contractor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act, Attachment 2**.

**ARTICLE 34
ENVIRONMENTAL TOBACCO SMOKE**

In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994", smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan

guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 3**.

**ARTICLE 35
PUBLIC ENTITY CRIMES (§287.133, FLORIDA STATUTES)**

The Contractor shall comply with the Public Entity Crimes Act (§ 287.133, Florida Statutes) and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to immediately inform the SFWIB upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

**ARTICLE 36
SARBANES-OXLEY ACT 2002**

36.1. The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

36.1.1. It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, section 1102, section 1512 of Title 18, USC).

36.1.2. It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, section 1107, section 1513 of Title 18, USC).

36.2. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

**ARTICLE 37
ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING
RESTRICTIONS ASSURANCE (PUB. L. 111-117)**

As a condition of the Contract, the Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

**ARTICLE 38
DISCRIMINATORY VENDORS**

38.1. The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

38.1.1. Submit a bid on a contract to provide any goods or services to a public entity;

38.1.2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

38.1.3. Submit bids on leases of real property to a public entity; or

38.1.4. Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

38.2. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

**ARTICLE 39
INTERGOVERNMENTAL PERSONNEL ACT**

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 USC §4701).

**ARTICLE 40
ASSURANCES**

- 40.1. The Contractor assures that Contractor is not currently in violation of any regulatory rules that may have an impact on the Contractor's operations.
- 40.2. The Contractor assures that Contractor is not involved in any current litigation with Miami-Dade County.

**ARTICLE 41
ASSURANCE OF COMPLIANCE**

The Contractor assures that Contractor is currently in compliance with, and shall maintain and ensure its compliance, as applicable, with federal, state, and local laws, which includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Agreement.

**ARTICLE 42
AUTHORITY TO EXECUTE AGREEMENT**


Each person signing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

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SIGNATORY FORM

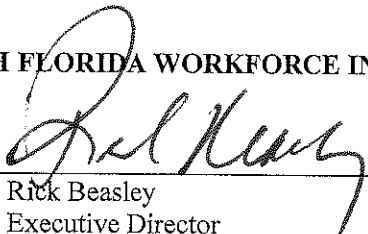
IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURE FOR: **Deluxe Vending Inc.**
PROGRAM ENTITLED: **Vending Machine Services**

BY: 

Alfredo E. Pena
Director
Deluxe Vending Inc.

7-10-17
Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
BY: 

Rick Beasley
Executive Director
South Florida Workforce Investment Board

8/30/17
Date

**PRODUCTS AND PRODUCT PRICING LIST
DELUXE VENDING INC.
VENDING MACHINE SERVICES**

<u>TYPE</u>	<u>QUANTITY</u>
Soda Machine	1
Snack Machine	1
Water Machine	1

<u>PRODUCTS</u>	<u>BRAND</u>	<u>SIZE/PKG</u>	<u>VENDING PRICE</u>
All Brands	Coca-Cola	12oz. can	\$.75
All brands	Pepsi	12oz. can	\$.75
ETC.	All Brands	12oz. can	\$.75

ASSORTED CHIPS / CANDIES / ETC.

Mars	Candy bar	\$.90
Lays	2oz. package	\$1.00
Pastries	Daisy's -1.5oz. package	\$1.00

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. **Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- B. **Certification Regarding Public Entity Crimes, section 287.133 F.S.**
- C. **Sarbanes-Oxley Act of 2002**
- D. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117).**
- E. **Discriminatory Vendors Lists**

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

A. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

B. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133 F.S

Contractor hereby certifies that neither Contractor, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133 F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that Contractor is required to inform SFWIB immediately upon any change in circumstances regarding this status.

C. SARBANES-OXLEY ACT OF 2002

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, Sections 1102 and 1107, set forth by the Act, the United States Code Title 18, Sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

Provisions of the Act – Title XI – Corporate Fraud Accountability

Section 1102 – Tampering with a record or otherwise impeding an official proceeding – “Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object’s integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both”.

Section 1107 – Retaliation against Informants – “Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any Federal offense, shall be fined under this title or imprisoned not more than 10 years, or both”.

D. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117)

As a condition of a contract, Contractor assures that Contractor will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

E. DISCRIMINATORY VENDORS LIST

The Contractor shall disclose to SFWIB if Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH E, ABOVE.

Deluxe Vending, Inc.

Contractor Name

Alfredo E. Pena, Director

*Name and Title of Authorized Representative

Signature of Authorized Representative

Date

*The signatory should be fully and duly authorized to execute agreements on behalf of Contractor named above.

FLORIDA CLEAN INDOOR AIR ACT

The purpose of the **Florida Clean Indoor Air Act (FCIAA)** is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health.

FCIAA Provisions

- ❖ **Prohibition** – A person may not smoke in an enclosed indoor workplace, except as specified below (s.386.204, F.S.).

Enclosed, indoor workplace means – Any place where one or more persons engages in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or includes, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, jalousies, doors, or the like.

The Department of Health considers enclosed indoor workplace to include, but not limited to the following:

- ◆ Public and private workplaces
 - ◆ Restaurants
 - ◆ Bowling centers
 - ◆ Private country clubs
 - ◆ Hotels/motels (excluding guest rooms)
 - ◆ Beauty/barber salons
 - ◆ Libraries
 - ◆ Auditoriums/theaters
 - ◆ Nursing homes/health care facilities
 - ◆ Educational facilities (private or public)
- ❖ **Penalties** – Any person who violates s. 386.204, F.S., commits a non-criminal violation as defined in s. 775.08(3), F.S., punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court (s. 386.208, F.S.).
- ❖ **Specific exceptions** – Smoking is permitted in the following indoor locations (s.386.2045, F.S.):
- ◆ Customs Smoking Room – s. 386.205, F.S.
 - ◆ Private Residence – as defined in s. 386.203(1), F.S.
 - ◆ Stand-Alone Bar – as defined in s. 386.203(11), F.S.
 - ◆ Retail Tobacco Store – as defined in s. 386.203(8), F.S.
 - ◆ Designated Smoking Guest Rooms at Public Lodging Establishments – as defined in s. 386.203(4), F.S.
 - ◆ Smoking Cessation Program, Medical or Scientific Research – s. 386.204(5), F.S.
 - ◆ Membership Association – as defined in s. 386.203(13), F.S., and provided that noncommercial activities are performed by members of the membership association.

Key Points of the Law

- ❖ **Posting of signs; requiring policies** – The person in charge of an enclosed indoor workplace that prior to adoption of s.20, Art. X, Florida Constitution was required to post signs stating that smoking was permitted. Until July 1, 2005, must continue to post signs stating that smoking is NOT permitted in the enclosed indoor workplace (s. 386.206, F.S.).
 - ◆ The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding smoking prohibitions.

The following places are required to post signs if smoking is permitted:

 - ◆ A licensed stand-alone bar (at entrance),
 - ◆ A customs smoking room (airport in-transit lounge),
 - ◆ A smoking cessation program where tobacco smoking is an integral part of the cessation program approved by the Department of Health, and
 - ◆ Where scientific or medical research is being conducted and tobacco smoking is an integral part of the research.

- ❖ **Public announcement in mass transportation terminals** – Terminals of public transportation carries located in standard metropolitan statistical areas with populations over 230,000 are required to announce over public address systems every 30 minutes, in appropriate languages, that Florida is a clean indoor air state and that smoking is not allowed except in a customs smoking room in an in-transit lounge (s. 386.211, F.S.).
- ❖ **Smoking prohibiting near school property; penalty** – Smoking is prohibited for any person under 18 years of age in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school. The law provides for penalties (s. 386.212, F.S.).

Administration & Enforcement

The Department of Health shall enforce the FCIAA in workplaces not regulated by the Department of Business and Professional Regulation.

Deluxe Vending Inc.
Contractor

[Signature]
Name and Title of Certifying Representative

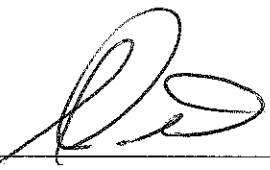
ALFREDO PENA.
Signature of Certifying Representative

7-10-17
Date

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Signature

7-10-17

Date

ALFREDO PENA

Name and Title of Authorized Representative

Deluxe Vending Inc.

Name of Organization

CODE OF BUSINESS ETHICS AFFIDAVIT

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: [Signature] _____ Date 7-10 2017

ALFREDO PENA Pres. _____ Federal Employer Identification Number 013-0131768541

Deluxe Vending Inc _____ Printed Name of Firm

14342 SW 179th Lane Miami, FL 33177 _____ Address of Firm

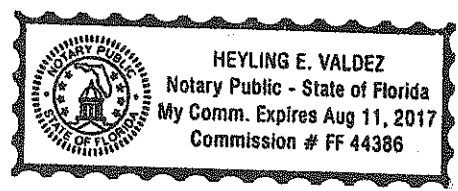
SUBSCRIBED AND SWORN TO (or affirmed) before me this 13 day of JULY, 2017

He/She is personally known to me or has presented Licence ID as identification. Type of identification

[Signature] _____ Serial Number FF 44386

HEYLING E. VALDEZ _____ Expiration Date 8/11/2017

Notary Public - State of Florida



Notary Seal