



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

April 5, 2013

**ADDENDUM #2, BID T-25-13
VENDING SERVICES-REVENUE SHARING**

To Whom It May Concern,

No further questions will be accepted for this proposal.

Please review the questions submitted by potential proposers, and answers from the City.

Q1: Under Scope of Services; Task/Deliverables (item; cancellation), the City reserves the right to terminate without cause 30 days, essentially makes the agreement a month to month, one sided arrangement, could language be negotiated on this point of cause?

A1: The RFP document (section #18, item: Termination) states the following: The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice. Proposers shall disregard the aforementioned 30 days and follow the guidelines listed in (section #18, item: Termination).

Q2: Under Scope of Services; Tasks/Deliverables (item; Equipment, Products and Services) with regard to pricing structure, is this negotiable? With regard to add or reject specific products is this language negotiable to agreed upon?

A2: Pricing structure is negotiable as long as all vending and snack machines located throughout the City of Pompano Beach are consistent in pricing.

Q3: Under Scope of Services; Resale Pricing, pg. 5, Prices to remain firm for two (2) years of contract, is this negotiable to agreed upon?

A3: This item is not negotiable; the City needs to establish a baseline.

Q4: Accounting Records, Can this be addressed in Semiannual or annual Business review, in addition to Monthly report?

A4: Yes.

Q5: PAYMENT pg. 8: As a service to our customers we are able to submit a direct pay certificate, and direct rental payments to State, is this a consideration?

A5: Yes.

Q6: TERM OF CONTRACT: “The City reserves right to increase the percentage of Gross sales payable to the City if Gross sales increase during the term of the contract” please explain the scenario, intention?

A6: All Proposers shall disregard the following statement located in (section #3, item Term of Contract): “The City reserves right to increase the percentage of gross sales payable to the City if gross sales increase during the term of the contract.”

Q7: Staff Assignment: Back ground checks, our firm is thorough in its process, is this negotiable item?

A7: No, this process is not negotiable. Proposers shall follow the guidelines listed in the RFP document.

Q8: Termination: page 19, see question on cancellation, “without cause”, wording concerning, please explain.

A8: The RFP document states the following: The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice. Proposers shall follow the guidelines listed in (section #18, item: Termination).

Q9: What is the current commission that the City is receiving from vending and snack machines?

A9: The approximated commission to the City of Pompano Beach is 20%.

Q10: Can the City provide sales for the previous year?

A10: The previous year sales has been posted to our website at www.mypompanobeach.org

Q11: There are four locations listed on the RFP that are missing on the attached report from PepsiCo – Alsdorf Park, City Garage, and Hillsboro Inlet & Brummer Park.

A11: These are new locations.

Q12: The revenue for North Park on the attachment is alarmingly low. The report shows revenues for January 2012 and none the rest of the year.

A12: Staff requested that the vending machines be removed due to vandalism.

The deadline for acceptance of sealed proposals in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, HAS BEEN EXTENDED to 2:00 p.m. (local), April 16, 2013.

The remainder of the solicitation is unchanged at this time. Acknowledge receipt of this Addendum in the area provided on Page 23 of the bid.

Sincerely,

Otis J. Thomas
Purchasing Agent

cc: website
file