

**CITY OF LONG BEACH**  
**LONG BEACH, NEW YORK 11561**

**CONTRACT #003/12**

**DOVER GOURMET CORP.**  
**d/b/a QUICK SNACK FOODS**

THIS CONTRACT made this 20<sup>th</sup> day of April, 2012, between the City of Long Beach, City Hall, 1 West Chester Street, Long Beach, Nassau County, New York 11561 (hereinafter called the City), party of the first part, and DOVER GOURMET CORP., d/b/a QUICK SNACK FOODS, 11 Skyline Drive, Plainview, New York 11803 (hereinafter called the Contractor):

W I T N E S S E T H

That the parties hereto agree as follows:

1. **AUTHORITY:** This contract entered into pursuant to City Council Resolution No. 47/12 duly adopted on April 3, 2012.

2. **CONTRACT INCLUDES:** Provide vending machines properly stocked and operational with snacks, soda and other drinks, and the maintenance, repair and service thereof using the City's facilities and utilities. A snack machine will be placed at City Hall and at various locations, and a total of 9 beverage vending machines will be available to be placed at the following City facilities:

1. City Hall, 1 West Chester Street
2. Recreation Center, Magnolia Boulevard and the Bay
3. Veterans Memorial Park, Magnolia Boulevard and the Bay
4. West End Community Center, Maryland Avenue
5. City Garage, 601 Long Beach Boulevard

All machines shall be serviced daily between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, on call and/or as needed or specified by the City with the exception of the following City holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day; Good Friday; Memorial Day; Fourth of July, Labor Day, Yom Kipper, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

3. **COMMISSION RATE:** The Contractor shall pay a thirty-five (35%) percent commission which will be applied against the gross sales from all machines, less New York State

Sales Tax, and paid to the City as compensation for the use of City facilities and utilities. Payment to the City will be made by the 10<sup>th</sup> of each month of the previous month's commission. All payments shall be made to the City Comptroller, 1 West Chester Street, Long Beach, New York 11561.

Contractor shall submit a monthly report as specified by the City on all items on which the Contractor shall have made sales during that period and such information shall become open to the public. Said report must be either on computer-generated forms or typed on pre-printed forms; no handwritten report will be accepted.

The City shall have the right to audit, examine and copy any and all books, records and information relating to the operation of the vending machines.

4. **PRICING:** The City shall approve any and all products and their selling price before their use in the vending machines. The City also reserves the right to approve any changes in produce line before such change is made. The prices quoted for the products shall be firm for the first year of this contract, with the exception of the beverage machines at City Hall which will remain at the current price. Each vending machine is to have a built-in bill changer and must have at least eight different selections.

5. **TIME OF COMMENCEMENT AND COMPLETION:** This contract shall commence on July 1, 2012, and continue in full force and effect for a period of three (3) years with an option to renew for two (2) additional one-year periods.

6. **SIGNS/ADVERTISING:** Only appropriate product advertising will be allowed on the vending machines. The City reserves the right to approve all product advertising.

7. **OBLIGATION OF CONTRACTOR:** The Contractor shall, at his own cost and expense, provide any and all manner of labor, materials, supplies and transportation, and whatever else may be required of every description necessary to properly carry out the conditions of this contract. The Contractor shall keep the vending machines at all locations properly stocked, operational, clean and in first-class condition.

8. **DEFENSE OF ACTION OR SUITS; INDEMNIFICATION:** Neither the City nor any of its officers, employees or agents shall in any manner be answerable or responsible for any loss or damage to said vending machine that shall or may happen during the term of this contract, or to any part or parts thereof, or to any materials, equipment or other property that may be used or employed therein, nor shall it be in any manner answerable or responsible for any injury sustained or alleged to be sustained, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor, or otherwise, or for damage

to any property, whether belonging to the Contractor or others, occurring during or resulting from the said contract and/or from the sale of products and/or work hereunder. The Contractor shall properly guard against all such injuries, (including death) and damages, shall defend in any claim or action and indemnify and save harmless the City, its officers, employees and agents, against all such injuries, damages and compensation arising or resulting from causes, other than the City's negligence; shall, from the commencement of the contract until completion thereof, maintain comprehensive general liability insurance naming the city as an additional insured in amounts of not less than \$1,000,000 per person and \$2,000,000 each occurrence, and property damage liability insurance in an amount not less than \$300,000 for each occurrence and \$1,000,000 aggregate for the protection of the Contract and the City; Product Liability Insurance and Workers' compensation Insurance, and shall furnish duplicates of the policies to the City which shall also contain the following provision that such insurance shall not be cancelled, terminated, modified or changed by either the Contractor or insurance company, except on thirty (30) days prior written notice sent by the insurance company via certified mail to the City. The City of Long Beach shall be named Certificate Holder and an additional insured.

9. **PERMITS, LAWS AND ORDINANCES:** The Contractor shall, at its own cost and expense, obtain any necessary permits and/or licenses required, and shall also comply with all federal, state, county and city laws, rules, regulations and ordinances pertaining to the proper execution of this contract and operation of the vending machines.

10. **NO ASSIGNMENT:** The Contractor shall have no right or power to assign this contract, in whole or in part, nor to assign any right arising or monies due or to grow due thereunder.

11. **SUB-LETTING:** No part of this contract shall be sublet or in any way removed from the control of the Contractor under the direction and supervision of the City as aforesaid, except with the written consent of the City, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere. The absence of such written consent shall not constitute a waiver of the City's right under this paragraph.

12. **LABOR LAW:** The Contractor agrees to comply with all provisions of the Labor Law of the State of New York, including but not limited to all provisions relevant to the safety and protection of workers and the general public; working hours; wages and benefits; and workers' compensation. Failure of the Contractor to comply with any of these provisions shall not relieve the Contractor of any of its obligations but shall make the Contractor solely liable for damages.

The Contractor shall also be responsible for compliance with all laws, rules and regulations applicable to its business in general and to safety in particular. The Contractor shall therefore comply with all applicable provisions of the Code of Federal Regulations, the New York State Code of Rules and Regulations and all other promulgations of federal, state and local authorities.

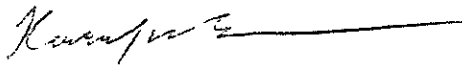
Contractor agrees to indemnify the City for all claims arising out of Contractor's failure to comply with any rule or law intended for the safety of any person.

13. **SPECIFICATIONS:** The specifications forming a part of and incorporated by reference into this contract are on file in the office of the City Purchasing Agent and entitled: Vending Machine Services dated December 1, 2011.

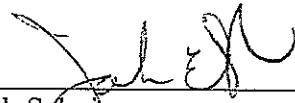
14. **NOTICE:** Any notice hereunder shall be addressed to the Contractor at 11 Skyline Drive, Plainview, New York 11803 and to the City at 1 West Chester Street, Long Beach, New York 11561, attention City Purchasing Agent.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

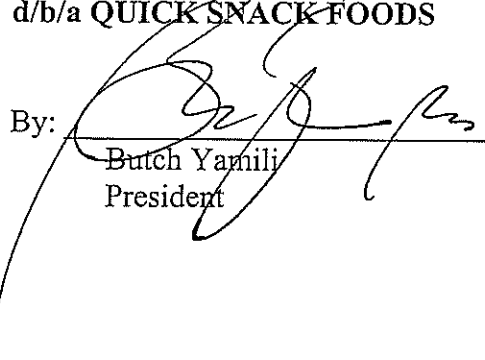
Signed, sealed and delivered  
in the presence of

  
\_\_\_\_\_  
City Clerk

**CITY OF LONG BEACH**

By:   
\_\_\_\_\_  
Jack Schnirman  
City Manager

**DOVER GOURMET CORP.  
d/b/a QUICK SNACK FOODS**

By:   
\_\_\_\_\_  
Butch Yamili  
President

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On the 20th day of April, 2012, before me personally came JACK SCHNIRMAN to me known, who being by me duly sworn, did depose and say: That he resides at Long Beach, New York, and that he is the City Manager of the City of Long Beach, a municipal corporation, described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the City Council of said corporation, and that he signed his name thereto by like order.

~~BRITTANY MUSTO~~  
~~Notary Public - State of New York~~  
~~No. 01MU6202990~~  
~~Qualified In Nassau County~~  
~~My Commission Expires March 30, 2013~~

*Linda L. Rooney*  
~~BRITTANY MUSTO~~  
Notary Public

LINDA L. ROONEY  
Notary Public, State Of New York  
No. 30-4704099  
Qualified In Nassau County  
Commission Expires May 31, 2013

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On the 17 day of April, 2012, before me personally came Butch Janaki, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Herrick, NY, that he/she/they is/are the President of Dever Gourmet Corp., the corporation, described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

BRITTANY MUSTO  
Notary Public - State of New York  
No. 01MU6202990  
Qualified In Nassau County  
My Commission Expires March 30, 2013

*Brittany Musto*  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On the 20th day of April, 2012, before me personally came DAVID FRASER, to me known, who being by me duly sworn, did depose and say: That he is the City Clerk of the City of Long Beach, a municipal corporation, described in and which executed the foregoing instrument; that he knows the seal of said corporation; that he is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

~~BRITTANY MUSTO~~  
~~Notary Public - State of New York~~  
~~No. 01MU6202990~~  
~~Qualified In Nassau County~~  
~~My Commission Expires March 30, 2013~~

*Linda L. Rooney*  
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April 3, 2012

Item No. 3

Resolution No. 47/12

The following Resolution was moved by Mr. Torres and seconded by Pres. Adelson :

Resolution Authorizing the City Manager to Enter into a Contract for Vending Machine Services for Snacks, Soda and Other Drinks Located in City of Long Beach Facilities.

WHEREAS, after due advertising therefore proposals were received in the Office of the City Purchasing Agent on Thursday, December 1, 2011 for vending machine services providing snacks, soda and other drinks located in City of Long Beach facilities to be used by both the public and City employees; and

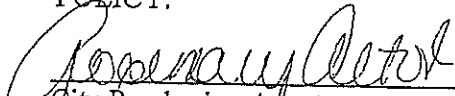
WHEREAS, the City desires to provide said vending machine products at the lowest cost to all consumers and also providing the City of Long Beach a competitive commission rate on all products sold; and

WHEREAS, Dover Gourmet Corp., d/b/a Quick Snack Foods, 11 Skyline Drive, Plainview, New York 11803 submitted a quotation to pay a commission rate of 35% to the City and also providing for all vending machines, repair and service thereof;

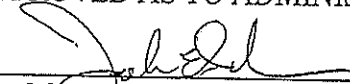
NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the City Manager be and he hereby is authorized to enter into an agreement with Dover Gourmet Corp., d/b/a Quick Snack Foods, 11 Skyline Drive, Plainview, New York 11803 for vending machine services providing soda and other drinks located in City of Long Beach facilities and paying a commission rate of 35% to the City for a period of three (3) years with an option to renew for two additional one year periods.

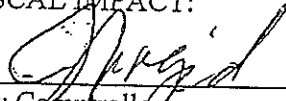
APPROVED/ADHERES TO PURCHASING POLICY:

  
City Purchasing Agent

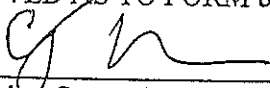
APPROVED AS TO ADMINISTRATION:

  
City Manager

APPROVED AS TO AVAILABLE FUNDS/  
FISCAL IMPACT:

  
City Comptroller

APPROVED AS TO FORM & LEGALITY:

  
Corporation Counsel

VOTING:

- Council Member Fagen - AYE
- Council Member Mandel - AYE
- Council Member McLaughlin - AYE
- Council Member Torres - AYE
- President Adelson - AYE

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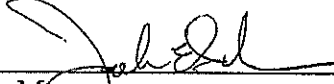
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APPROVED/ADHERES TO PURCHASING  
POLICY:

  
\_\_\_\_\_  
City Purchasing Agent

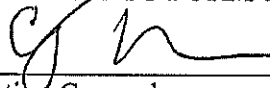
APPROVED AS TO ADMINISTRATION:

  
\_\_\_\_\_  
City Manager

APPROVED AS TO AVAILABLE FUNDS/  
FISCAL IMPACT:

  
\_\_\_\_\_  
City Comptroller

APPROVED AS TO FORM & LEGALITY:

  
\_\_\_\_\_  
Corporation Counsel

VOTING:

Council Member Fagen	-	AYE
Council Member Mandel	-	AYE
Council Member McLaughlin	-	AYE
Council Member Torres	-	AYE
President Adelson	-	AYE