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**AGREEMENT FOR  
EMERGENCY CATERING SERVICES**

**THIS AGREEMENT**, made this 15<sup>th</sup> day of July 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Professional Concessions, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 800 Northeast 8 Street, Fort Lauderdale, FL 33304, Phone: 954-566-8557, Fax: 954-566-0966, Email: [manierid@bellsouth.net](mailto:manierid@bellsouth.net).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal No. 432-11139, Emergency Catering Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated April 8, 2013, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated July 15, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

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Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on June 30, 2013, and shall end on June 29, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.



**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.



This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

### **H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and



documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business



with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to



City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



**R. Compliance With Laws**

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

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City



Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a

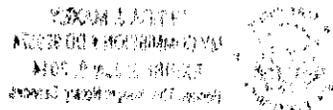


period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**BB. Scrutinized Companies**

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny, this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012), as may be amended or revised.



IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: *[Signature]*  
City Manager

Approved as to form:

*[Signature]*  
Senior Assistant City Attorney

ATTEST

By: *[Signature]*  
Print Name: *DJ Maneri*  
Title: *GM*

PROFESSIONAL CONCESSIONS, INC.

By: *[Signature]*  
Dennis J. Maneri  
President

(CORPORATE SEAL)

STATE OF *Florida* :  
COUNTY OF *Broward* :

The foregoing instrument was acknowledged before me this *9<sup>th</sup>* day of *July*, 2013, by Dennis J. Maneri as president for Professional Concessions, Inc., a Florida corporation.

(SEAL)



DEBRA J. MAXEY  
MY COMMISSION # DD 999574  
EXPIRES: July 9, 2014  
Bonded Thru Budget Notary Services

*[Signature]*  
Notary Public, State of *Florida*  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known      OR Produced Identification       
Type of Identification Produced

c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

**CITY OF FORT LAUDERDALE  
EMERGENCY CATERING  
SERVICES**

**RFP 432-11193**

**APRIL 8, 2013**

CONTRACT  
COPY



c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

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BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (signature) 4/8/13 (date)

Name (printed) DENNIS J. MANIERI Title: PRESIDENT

Company: (Legal Registration) PROFESSIONAL CONCESSIONS INC.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 800 NE 8 ST

City FORT LAUDERDALE State: FL Zip 33304

Telephone No. 954-566-8557 FAX No. 954-566-0966 Email: manierid@bellsouth.net

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Payment Terms (section 1.04): N/A Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE NO WBE NO

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES \* NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

N/A

PART IV RFP 432-11139 Cost Proposal

Meals that will be prepared and served on premises at the Police Department.

	Quantity	Price per Meal	Total (Quantity X Price)
Breakfast	895	\$ 9.75	\$ 8,726.25
Lunch	855	\$ 13.50	\$ 11,542.50
Dinner	1055	\$ 15.75	\$ 16,616.25
Snack	820	\$ 8.50	\$ 6,970.00

Meals to be boxed and picked up at the Contractor's facility by City staff.

	Quantity	Price Per Meal	Total (Quantity X Price)
Breakfast	30	\$ 9.75	\$ 292.50
Lunch	75	\$ 13.50	\$ 1,012.50
Dinner	45	\$ 15.75	\$ 708.75

Meals to be boxed and delivered to the City by the Contractor.

	Quantity	Price Per Meal	Total (Quantity X Price)
Breakfast	350	\$ 9.75	\$ 3,412.50
Lunch	350	\$ 13.50	\$ 4,725.00
Dinner	393	\$ 15.75	\$ 6,189.75
Snack	50	\$ 8.50	\$ 425.00

<b>TOTAL COST FOR ALL MEALS AND SNACKS</b>	<b>\$ 60,621.00</b>
--	---------------------

Bulk Beverage Cost

- Hot Coffee - 100 Cup Uen \$75.00
- Iced Tea - 5 gallon Igloo \$75.00
- Lemonade - 5 gallon Igloo \$75.00

# PCI

**Professional  
Concessions, Inc**

800 NE 8<sup>th</sup> Street  
Ft. Lauderdale, FL 33304  
954-648-2101  
Fax 954-847-4677

## SAMPLE MENU

City of Fort Lauderdale  
Emergency Operations Center  
Police Department  
Proposal

### Breakfast -

Bagels and Breakfast Pastries with Cream Cheese, Jelly & Butter  
Pancakes or Waffles with toppings  
Scrambled Eggs with toast or Rolls  
Egg Sandwiches  
Bacon, Ham or Sausage  
Cold Cereal and Oatmeal  
Fresh Fruit  
Juices, Coffee, Teas, Cocoa, Water, Soda

*Better  
menu*

### Lunch -

Soup with rolls or crackers  
Salad: Garden, Caesar, Country, Chef, Cobb  
Sandwiches (fresh made): Ham, Turkey, Roast Beef, Tuna, Chicken Salad,  
Grilled Items: Chicken Breast, Burgers, All Beef Sabrett Hot Dogs, Italian Sausage  
Chips  
Dessert: Cookies, Pudding, Brownies  
Fresh Fruit  
Coffee, Teas, Cocoa, Water, Soda, Lemonade

### Dinner -

Salad: Garden, Caesar, Country, Chef, Cobb, Greek  
Vegetable: Garlic Green Beans, Italian Blend, Glazed Carrots  
Starch: Mashed Potatoes, Parslied Potatoes, Corn Casserole, Rice, Roasted Potatoes, Pasta  
Primavera  
Entrée: BBQ Seasoned Chicken, Roast Beef au jus, Baked Ham with Cherry Sauce, Jambalaya,  
Lasagna, Roast Pork Loin, Coq au Vin, Beef Stroganoff.  
Dessert: Cakes, Pies  
Coffee, Teas, Cocoa, Water, Soda, Lemonade

**Snack -**

Soup with rolls or crackers

Sandwiches (fresh made): Ham, Turkey, Roast Beef, Tuna, Chicken Salad

Chips

Cookies, Pudding, Cakes

Coffee, Teas, Cocoa, Water, Soda, Lemonade

Each meal will be comprised of a selection from these menus with additional selections depending upon availability.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
  
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

**Tab 3**  
**Letter of Interest**

Professional Concessions Inc., (PCI) is pleased to submit this proposal for emergency catering services for the City of Fort Lauderdale.

PCI is a Fort Lauderdale based company in our twenty-sixth year of operating food, beverage, and merchandising accounts in Broward, Palm Beach, and Dade Counties. We specialize in providing high quality service at South Florida venues ranging in capacity from 2,500 to 25,000 people. We have exceptional catering abilities and our special events experience ranges nationwide. PCI is uniquely qualified for this task for the following reasons:

- 1) PCI has a long history of excellent service to the City of Fort Lauderdale including venues, catering, and special events. We have been the City's contracted Emergency Services ~~Caterer since 2009~~. War Memorial Auditorium was one of our original accounts in 1986 and we at PCI have always considered WMA as our home. Our service to the City has also included Mills Pond Park, Fort Lauderdale Stadium, Lockhart Stadium, Holiday Park, Hall of Fame Aquatic Complex, and numerous City catering and special events. We are a City of Fort Lauderdale based company that utilizes local employees and suppliers. Our record of performance for the City speaks for itself. We have developed an excellent working relationship with City officials and our mutual clients who hold events at City facilities. We understand the nature of the events and the special treatment each client needs. We have always been sensitive and flexible when it comes to menu offerings, special catering menus, specially priced package meals, ethnic food offerings, and special events. PCI, on its' own initiative and expense, has made capital improvements as well as significant equipment investments to enhance concessions areas of City venues. Our most recent improvement was the installation of a complete catering/concessions kitchen at War Memorial. We at PCI are pleased to announce that our new capital improvement package for this renewal contract also included Series 11-PA full liquor license. PCI obtained this license on May 15, 2008 after years of legal research. We have already spent thousands of dollars in obtaining such a license. We are extremely excited about the potential this



# **PCI** PROFESSIONAL CONCESSIONS, INC.

c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

- license provides. Our company gross sales in 2012 exceeded six million dollars. PCI has the fiscal resources to make significant capital improvements and equipment investments.
- 2) PCI is a local firm with one of our officers assigned to directly supervise each account. Dennis Manieri, C.E.O. of Professional Concessions Inc and a forty-one year resident of the City of Fort Lauderdale will have direct responsibility for this account. Mr. Manieri is also a thirty year Professor of Mathematics at Broward College in Fort Lauderdale. City management will be able to communicate with him directly to provide the best service to our mutual patrons. Mr. Manieri has an extensive background in concessions operations, is readily available, and will be responsible for coordinating the PCI team for serving the City. P.J. Wear has been, and will continue to be the General Manager for Catering. P.J. is extremely conscientious and has developed an excellent relationship with City management and clients. P.J. also is responsible for employee training programs. Both Dennis and PJ are "hands on" managers who work along side our staff to make sure the job gets done properly! The combined experience of the PCI principals and management gives a quality of service unsurpassed by any organization. No corporate shuffles of managers and key personnel found with larger companies. No long chains of command in decision-making. We don't have to call "Corporate" and wait several days for decisions to be made – We make the decisions! Our principals have combined experience in food and beverage concessions totaling over sixty years and our staff is composed of several key concessions veterans.
- 3) PCI has the ability, equipment, staff, and expertise needed to provide service to the City of Fort Lauderdale in all three major categories needed; **Concessions, Catering, and Special Events**. Our Concessions ability speaks for itself – a long list of satisfied clients, many of whom we have been serving for over twenty years consecutively. Our catering staff has performed many events for the City at numerous locations. Our Special Events division has been called in to duty for coordinating the Downtown Countdown, Dolphin Days pep rally, Light Up The Beach, and various other special events held throughout the City. Our mobile equipment inventory includes concessions trailers, refrigerated beer trailers, catering trailers, portable tents, and everything else to provide instant support where needed. Smaller companies CAN'T do it, National companies TRY to do it, but PCI actually MAKES IT HAPPEN!
- 4) PCI has a reputation for service. In our twenty-six years of operation, we have dramatically improved the concessions quality and revenues at numerous South Florida accounts. In addition to City of Fort Lauderdale accounts, we have several accounts at familiar venues



# **PCI** PROFESSIONAL CONCESSIONS, INC.

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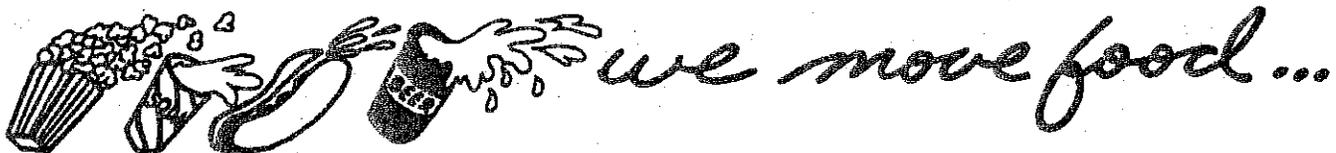
c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

from Miami to Palm Beach. Our special events team is also active in everything from NASCAR to Classic Car Events and Boat Shows.

PCI is an owner-operated firm able to provide friendly, personal service, increased revenues, and worry free concession for its clients. PCI takes great pride in providing friendly, efficient, high quality service to customers at all of our accounts. This commitment has earned the company an excellent reputation in the industry. It is this reputation that PCI feels is our number one asset. In order to continue growing, PCI realizes this commitment to service is essential. That puts the goals of the company squarely in line with the goals of the City of Fort Lauderdale, to provide the best possible emergency catering services to the employees and support staff of the City of Fort Lauderdale.

Flexibility is another trait, which has helped in the renewal of PCI contracts at several venues. At each account, PCI officers and managers keep in close contact with facilities management. This communication allows PCI to tailor our service at each account to meet any special needs that may arise. Having managed virtually all types of events, PCI has the expertise to handle any concession task.

Given PCI's history of outstanding service to the City of Fort Lauderdale and our excellent working relationship, we look forward to being able provide emergency catering services. PCI can provide the on-site management, staff and equipment, coupled with a vast amount of experience to provide this service quickly and efficiently and provide the consistency that has given us our success during the past twenty-six years. Regardless of the activation length or magnitude, PCI will provide a clean, well-stocked operation, and a courteous staff. PCI has always considered the City of Fort Lauderdale as our home and look forward to continuing a long relationship in the future.



Tab 4  
**Statement of Proposed Services**

PCI understands the many challenges that the emergency catering services business involves. Our special events/emergency catering team is composed of the finest food service and concession employees in the business. Our team is supplemented by a vast amount of equipment including portable self-contained refrigerated trailers, portable cooking equipment, storage trailers, office trailers, tents, generators, coolers, golf/utility carts, ice trailers, and more. Having been involved in most major South Florida events over the past twenty-six years, the PCI professionals are seasoned veterans of long hours, and providing quick high volume quality meals for thousands of employees from many municipalities.

Any successful emergency catering operation has three main components; food supply, staff, and a base of operations. Since PCI operates many concessions accounts from Miami to St. Augustine, we have established emergency service food supply accounts with the two largest wholesale food suppliers in the State of Florida, Sysco Foods and Cheney Brothers. These major suppliers have agreed to provide PCI with ~~instant food supply and refrigerated storage trailers if an activation occurs.~~ Having been in the concessions/catering/special events business for the past twenty six years, we have ~~grown a staff of full and part-time employees to over 200 people.~~ This staff includes many full time chefs and assistants who work for PCI on a part time basis. Our staff is qualified and ready to respond once activation is declared. We have several full kitchens we operate from Miami to West Palm Beach which gives us the capability of having many options for food preparation if a disaster strikes a specific area of South Florida. PCI has been the emergency provider for the City since 2009 and has invested thousands of dollars in equipping the police department emergency kitchen. It is our intention to use the police department kitchen as our main base for preparation. If it is not operational due to a disaster, we have alternate locations of War Memorial Auditorium, Lockhart Stadium, or the South Florida Fairgrounds if needed. We also own ~~equipment capable of creating a temporary kitchen anywhere if needed.~~ We own ~~over thirty vehicles and trailers to insure delivery of meals quickly and efficiently.~~



**P.J. Wear**  
**1618 NW 10<sup>th</sup> Avenue**  
**Fort Lauderdale, FL 33311**  
**954-648-2101**  
**wearpj@aol.com**

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**EXPERIENCE**

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**Professional Concessions, Inc., Fort Lauderdale, FL** 2000 to Current  
*General Manager*

- Supervise the day to day operations of the southern division of PCI at Lockhart Stadium, Davie Rodeo Arena, Pompano Amphitheatre, Mizner Park Amphitheatre.
- Design and execute all catering and emergency food service operations.
- Assist and execute various special events.

**National Concession Company, Lockhart Stadium, Fort Lauderdale, FL** 1998-2000  
*General Manager*

- General Manager of all food and beverage services at the home of the Miami Fusion Soccer Team.

**Rush Street, 2<sup>nd</sup> Street, Fort Lauderdale, FL** 1997  
*Consultant*

- Helped create and open the Rush Street Night Club in Fort Lauderdale, FL. I purchased the equipment, created the menus and setup the kitchen and bar, and hired the staff, then served as general manager for the first four months.

**Hog Heaven Sports Bar, Islamorada and Fort Lauderdale, FL** 1996-1998  
*General Manager*

- Relocated from New York to assist in expanding the concept of Hog Heaven from Islamorada.

**Consultant, Poughkeepsie, NY and Fort Lauderdale, FL** 1992-1997

- Traveled internationally as a consultant to the hospitality industry. Troubleshooter and trainer in systems of food and beverage control.

**Let's Dance Night Club, Poughkeepsie, NY** 1986-1992

- General Manager of a 6000 square foot night club located in downtown Poughkeepsie, NY

**P.J. Entertainments, Quincy, IL** 1980-1986

- Began as manager and eventually leased the food and beverage facilities at the Quincy Motor Inn, consisting of a 400 seat ballroom, 2 smaller banquet rooms, coffee shop, full service restaurant and a night club.

**Ground Round, Poughkeepsie, NY** 1978-1980

- Floor manager and bookkeeper of a 300 seat restaurant ad bar.

**Steak and Brew, various locations in the northeast** 1973-1978

- Started out of college as a Management Trainee and progressed to General Manager.
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**EDUCATION**

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<b>SUNY at New Paltz</b> Classes in Fine Arts and Education.	1973-1974
<b>Dutchess Community College</b> Associates Degree in Humanities	1971-1973

c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

## CORPORATE OFFICERS RESUMES

NAME: Dennis J. Manieri

DATE OF BIRTH: October 7, 1950

EDUCATION: Diploma, Groversville H.S., Groversville, New York  
B.A. Mathematics, University of Miami, 1973  
M.A. Mathematics, University of Miami, 1975

RESIDENCE: 2213 NE 16<sup>th</sup> Court, Ft. Lauderdale 33305

EMPLOYMENT: Professional Concessions Inc. – President & C.E.O., 1985 to present.  
Specializing in special events, food, beverage, novelties management, and training programs. Direct responsibility for PCI's War Memorial Auditorium, Mark Light Stadium, Mills Pond Park, Lockhart Stadium, Bergeron Rodeo Arena, Pompano Beach Amphitheatre, Mizner Park Amphitheatre, and numerous special event accounts.

Broward Community College – Professor of Mathematics, 1977 to 2012  
Central Campus, 3501 SW David Rd., Ft. Lauderdale. Also Chairman of College Food Services Committees, Faculty Selection Committees, and Department Head Selection Committees.

Miami Dolphins Concessions – Merchandising Manager, Orange Bowl Stadium, 1981-1986, Lockhart Stadium, 1981-1983. Responsible for all aspects of novelties management, including ordering, product design, mail order, wholesale and stadium concessions.

Harry M. Stevens, Inc. – Concessions Supervisor and Night Auditor, Gulfstream Park and Hialeah Race Track, 1981-1986, Assistant Stadium Concessions Manager and Beer Manager, 1979-1980, Orange Bowl Stadium. Responsible for coordinating first year of beer sales at stadium. Churchill Downs, Louisville, KY



# **PCI** PROFESSIONAL CONCESSIONS, INC.

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c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

1985-1986, Novelties Manager, Kentucky Derby. Responsible for coordinating all grandstand novelty sales.

All Star Sports Concessions, Inc. – Vice President, 1985 to Present. Specializing in special events, food, beverage and novelties management.

University of Miami Athletic Department – Novelties Manager, 1985 to 2005, Orange Bowl Stadium. Responsible for coordinating novelty sales at all University of Miami home football games.

University Rathskeller, Inc. – University of Miami, Director, 1975 – 1977. Responsible for managing large on-campus student/faculty private club facility.

Canteen Corporation – Ft. Lauderdale Stadium, Lockhart Stadium, War Memorial Auditorium, Pirate's World Amusement Park. Assistant Manager for food and beverage concessions, 1971 – 1974.



c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

**CORPORATE OFFICERS RESUMES**

NAME: Bruce E. Beck

DATE OF BIRTH: December 10, 1953

EDUCATION: Diploma, 1972, Sleepy Hollow High School, Tarrytown, New York  
BBA, Finance, University of Miami, Coral Gables, Florida 1976

RESIDENCE: 17230 Gulf Pine Circle, Wellington, FL 33414

EMPLOYMENT: Professional Concessions Inc. – 1986 to present. Vice President and Chief Financial Officer. Primary responsibilities include financial operations, new accounts, and account management. Direct responsibility for PCI's South Florida Fairgrounds, Palm Beach Polo, Equestrian Center, International Polo, FIU Athletics, FAU Athletics, Mizner Park Amphitheatre, St Augustine Amphitheatre, Ponte Vedra Concert Hall, and Fillmore Theater accounts.

Miami Dolphins, LTD – Director of Concessions, 1981 – 1986. Orange Bowl Stadium and Lockhart Stadium. First became involved in stadium concessions during college, later promoted to concessions manager and responsible for all aspects of food, beverage and novelty sales at Orange Bowl. Coordinated concession sales with annual revenues in excess of six million dollars. Broke all existing per capita, gross and net revenue records.









STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS
1940 NORTH MONROE STREET
NORTHWOOD CENTRE
TALLAHASSEE FL 32399-1015

850-487-1395

PROFESSIONAL CONCESSIONS INC
MILLS POND PARK CONCESSION STA
800 NE 8 ST
FORT LAUDERDALE FL 33304

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

STATE OF FLORIDA AC# 6473271
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
NOS1617296 10/20/12 120177427
NON-SEATING FOOD SERVICE (2010)
PROFESSIONAL CONCESSIONS INC
MILLS POND PARK CONCESSION STA
IS LICENSED under the provisions of ch.509 fs.
Expiration date: DEC 1, 2013 L12102000075

DETACH HERE

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AC# 6473271

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEQ# L12102000075

Table with columns: DATE, BATCH NUMBER, LICENSE NBR, NBR. OF SEATS: 0

The NON-SEATING FOOD SERVICE (2010)
Named below IS LICENSED
Under the provisions of Chapter 509 FS.
Expiration date: DEC 1, 2013

NON-
TRANSFERABLE

PROFESSIONAL CONCESSIONS INC
MILLS POND PARK CONCESSION STA
2201 NW 9 AVE
FORT LAUDERDALE FL 33311-3729

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

850.487.1395

PROFESSIONAL CONCESSIONS INC  
WAR MEMORIAL AUDITORIUM  
9067 SOUTHERN BOULEVARD  
WEST PALM BEACH FL 33411

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6082008  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV1618634 03/30/12 110304244

RETAILER OF ALCOHOLIC BEVERAGES  
PROFESSIONAL CONCESSIONS INC  
WAR MEMORIAL AUDITORIUM  
CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch. 561 FS.  
Expiration date: MAR 31, 2013 L12033005177

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AC# 6082008

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

SEQ# L12033005177

DATE	BATCH NUMBER	LICENSE NBR	SERIES	TYPE
03/30/2012	110304244	BEV1618634	11PA	C

The RETAILER OF ALCOHOLIC BEVERAGES  
Named below IS LICENSED  
Under the provisions of Chapter 561 FS.  
Expiration date: MAR 31, 2013  
CONSUMPTION ON PREMISES ONLY

PROFESSIONAL CONCESSIONS INC  
WAR MEMORIAL AUDITORIUM  
800 NE 8TH STREET  
FORT LAUDERDALE FL 33304

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/03/13

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

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham	954-776-2222 954-776-4446	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Professional Concessions, Inc. 9067 Southern Blvd West Palm Beach, FL 33411	<b>INSURER A: Scottsdale Insurance Company</b>		<b>41297</b>
	<b>INSURER B: National Trust Insurance Co.</b>		<b>20141</b>
	<b>INSURER C: FCCI Insurance Company</b>		<b>10178</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BCS0028579	08/18/12	08/18/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ exclude PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA00116785	08/28/12	08/28/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
A			XLS0083952	08/18/12	08/18/13	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		001WC12A61155	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Y/N <input type="checkbox"/>		N/A			
A	Liquor Liability		BCS0028579	08/18/12	08/18/13	Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

FORTLAU

City of Fort Lauderdale  
 Procurement Services Division  
 100 N Andrews Avenue, RM 619  
 Ft. Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

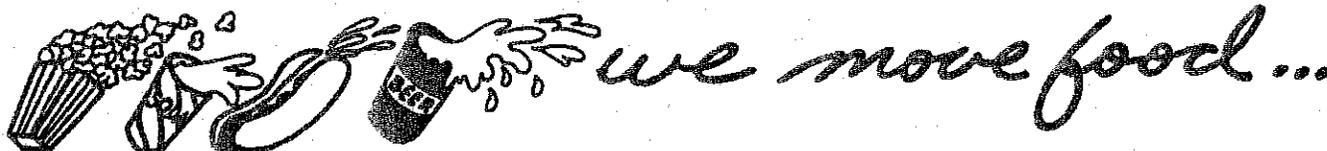
AUTHORIZED REPRESENTATIVE

c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

**Tab 7**  
**Needs Assessment**

PCI realizes the City of Fort Lauderdale needs worry-free emergency catering services from a reputable, reliable provider. PCI understands that facing an emergency situation in the City of Fort Lauderdale, the last thing that City officials and employees need to be concerned with is food service. Our team is seasoned, trained, and has several years of experience in providing food services for thousands of events nationwide. The City may rest assured that quality meals will be provided to them, quickly and efficiently so that they may do their jobs to serve the residents of Fort Lauderdale.

Having been the emergency catering company since 2009, we have had several meetings with City officials to discuss, plan, and coordinate disaster feeding. City officials have made it very clear to us their needs and we have communicated our plan to meet those needs. **It is our intention to use the police department kitchen as our main base for preparation.** If it is not operational due to a disaster, we have alternate locations of War Memorial Auditorium, Lockhart Stadium, or the South Florida Fairgrounds if needed. We also own equipment capable of creating a temporary kitchen anywhere if needed. We own over thirty vehicles and trailers to insure delivery of meals quickly and efficiently.



**Tab 8**  
**Resource Ability**

The main resources needed in conducting emergency catering services are equipment, staff, food supply, and finances to operate. Please refer to TAB 4 – STATEMENT OF PROPOSED SERVICES as it pertains to equipment, staff, and food supply. We have attached recent financial statements showing our capability to finance these services.



# Professional Concessions, Inc.

2

Year To Date 12/31/2012

## Assets

<b>Current Assets</b>	
Cash Banks	82,543.56
BB & T CASH IN BANK	84,395.19
BANK UNITED	9,356.82
BU 2 MERCHANTS	8,766.32
Certificate of Deposit	15,000.00
Letter Of Credit - CD	23,123.14
Cash Brokerage Account-Schwab	24,023.69
Marketable Securities-Schwab	153,332.86
Inventory FIU	6,800.00
Inventory Rodeo	10,180.00
Inventory Lockhardt	8,200.00
Inventory St Augustine	7,729.00
Inventory SouthFlorida Fair	9,050.00
Inventory Fillmore	23,316.00
Inventory - Pompano	3,000.00
<b>Total Current Assets</b>	<u>468,816.58</u>
<b>Property &amp; Equipment</b>	
Office Equipment	17,169.00
Equipment-General	338,002.39
Equipment-Polo Club	96,435.27
Equipment-Lockhart Stadium	26,350.82
Equipment Wellington Pool	1,355.74
Equipment - Mills Pond	9,430.00
Equipment - Miami Hurricane	1,656.05
Equipment-Rodeo Arena	16,312.11
EQUIPMENT-WMA	900.00
EQUI - MIZNER	1,818.00
Furniture & Fixtures	7,149.69
Furniture & Fixtures Mizner	1,500.00
Vehicles	66,261.33
Accumulated Depreciation	(565,325.73)
<b>Net Property &amp; Equipment</b>	<u>19,014.67</u>
<b>Deposits &amp; Other Assets</b>	
Security Deposits	488.53
LIQUOR LICENSE	105,017.66
<b>Total Deposits &amp; Other Assets</b>	<u>105,506.19</u>
<b>Total Assets</b>	<u>\$ 593,337.44</u>
<b>Liabilities and Equity</b>	
<b>Liabilities</b>	
Accounts Payable	
Accounts Payable	5,375.56
<b>Total Accounts Payable</b>	<u>5,375.56</u>
<b>Current Liabilities</b>	
Payroll Taxes Payable	895.98
Sales Tax Payable	16,538.19
Simple Plan Payable	4,326.31
<b>Total Current Liabilities</b>	<u>21,760.48</u>
<b>Total Liabilities</b>	<u>27,136.04</u>
<b>Equity</b>	
Capital	
Capital Stock	66.00
Accumulated Adjustments Acct	369,329.18
<b>Total Capital</b>	<u>369,395.18</u>
Distributions	

Professional Concessions, Inc.

2

Year To Date 12/31/2012

Distribution B Beck	111,250.00
Distributions D Manieri	111,250.00
Total Distributions	<u>222,500.00</u>
Current Profit & Loss	<u>419,306.22</u>
Total Equity	<u>566,201.40</u>
Total Liabilities and Equity	<u>593,337.44</u>

Professional Concessions, Inc.  
DEC INC 12

	Month Ending 12/31/2012	Year To Date 12/31/2012
<b>Revenue</b>		
Sales Food and Beverage	\$ 191,619.80	\$ 3,224,857.22
Sales Novelties	10,861.10	49,231.51
Sales Sub Contractors	8,870.06	172,136.11
SALES - VENDING	0.00	0.00
SALES OF ALCOHOLIC BEVERAGES	89,512.33	3,004,443.03
N/G Checks	0.00	0.00
Refunds	0.00	0.00
<b>Total Revenue</b>	<b>300,863.29</b>	<b>6,450,667.87</b>
<b>Cost of Goods Sold</b>		
Beginning Inventory	0.00	0.00
Purchases Food/Beverage	157.60	13,869.49
PURCHASES FOOD & BEVERAGES	92,692.44	872,721.30
PURCHASES ALCOHOLIC BEVERAGES	20,924.34	720,404.96
PURCHASES PAPER GOODS	14,911.83	99,080.66
PURCHASE COOKING GAS	1,924.38	22,423.00
Purchases Ice	1,870.75	61,047.73
Purchases Novelties	0.00	68,133.95
Purchases	0.00	0.00
Purchases - Supplies	250.00	250.00
Equipment Rental	0.00	250.00
Direct Labor	(63,038.31)	933,572.51
Credit Card Fees	2,513.78	27,839.47
Sub Contractors	0.00	0.00
Commissions	1,095.96	22,148.67
Payroll Taxes	7,325.87	104,737.88
Beverage Tax	0.00	125.00
Ending Inventory	0.00	0.00
<b>Total Cost of Goods Sold</b>	<b>80,628.64</b>	<b>2,946,604.62</b>
<b>Gross Profit</b>	<b>220,234.65</b>	<b>3,504,063.25</b>
<b>Office Expense</b>		
Accounting & Legal	660.00	10,332.50
Alarm and Security	37.10	519.40
Amortization Expense	0.00	0.00
Advertising & Promotion	774.16	7,330.57
Vehicle Expense	0.00	4,240.88
FUEL	3,307.47	48,080.20
RENTAL / LEASING	620.07	5,589.10
REPAIR	1,102.54	15,716.06
Bad Debts	0.00	0.00
Bank Charges	382.49	5,472.34
Casual Labor	0.00	350.00
Consulting	0.00	0.00
Contributions	100.00	2,500.00
Depreciation	23,292.72	23,292.72
Dues & Subscriptions	495.00	2,916.68
Dump Fees	669.19	7,604.53
Employee Benefits	0.00	0.00
Equipment Rental	0.00	1,662.88
Freight	0.00	0.00
Insurance	14,978.00	123,638.86
WORERS COMPInsurance	0.00	8,507.00

Professional Concessions, Inc.  
DEC INC 12

	Month Ending 12/31/2012	Year To Date 12/31/2012
HEALTH INSURANCE	11,896.53	36,630.22
Janitorial & Cleaning	0.00	0.00
Licenses & Fees	214.00	22,098.43
Laundry & Dry Cleaning	0.00	0.00
Miscellaneous	0.00	2,404.05
Medical Expenses	0.00	0.00
Meals & Entertainment	0.00	72.30
Payroll Fees	794.06	10,150.85
Office Supplies & Expenses	1,562.92	9,094.68
Postage	177.38	1,381.87
Periodicals	0.00	0.00
Officer Salaries	98,800.00	98,800.00
Other Salaries	0.00	0.00
Simple Plan Expense	904.86	11,034.80
Supplies	4,145.19	39,537.32
Rent	110,532.51	2,527,372.82
Repairs & Maintenance	1,783.40	51,861.08
Seminars & Education	0.00	1,232.07
Small Tools	0.00	0.00
Storage	0.00	0.00
Telephone	1,674.10	19,863.51
Travel	1,093.00	11,886.99
Taxes	0.00	696.04
FICA Tax	0.00	(120.48)
Unemployment Taxes	0.00	465.62
Uniforms	0.00	3,402.06
Utilities	204.83	2,699.31
Total Operating Expenses	<u>280,201.52</u>	<u>3,118,317.26</u>
Other Income		
Gain on Sale of Assets	16,740.91	16,740.91
Unallowed Loss (Wash Sale)	(1,541.01)	(1,541.01)
Interest Income	158.97	3,330.77
Other Income	0.00	8,500.00
Dividends	6,551.50	6,551.50
Total Other Income	<u>21,910.37</u>	<u>33,582.17</u>
Other Expense		
Interest Expense	21.94	21.94
Penalties	0.00	0.00
Total Other Expense	<u>21.94</u>	<u>21.94</u>
Net Income	<u>\$ (38,078.44)</u>	<u>\$ 419,306.22</u>

c/o War Memorial Auditorium  
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**Tab 9**

**Clients/References/Business Experience**

This page lists clients that are catering and emergency catering specific

**City of Fort Lauderdale** – PCI has been the emergency catering provider since 2009. We have equipped the police department kitchen and have made significant investments in catering equipment to provide such services. Contact: Carrie Keohane, Procurement Services 954-828-5141 or Lt. Wade Brabble, Ft Lauderdale Police Department 954-828-5659

**EDS – Emergency Disaster Services** – Lexington, KY. PCI is a subcontractor for EDS in the Southeast region. EDS is one of the nation's largest providers of emergency catering services and has called on PCI to assist in several activations over the past 10 years. Contact: Jerry Lundergan 859-255-0717

**South Florida Fairgrounds** – West Palm Beach, FL. PCI is in its seventh year of operating full service concessions and catering at this busy facility. Our catering experience includes many satisfied clients including the American Red Cross for whom we provided emergency catering during hurricane Wilma and other storms. PCI is also the caterer for the 2,000+ Bennett Auto Supply employee picnic held annually at the Fairgrounds. Contact: Tim Pachis 561-793-0333



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## Tab 9

### Business Experience (partial) w/ References

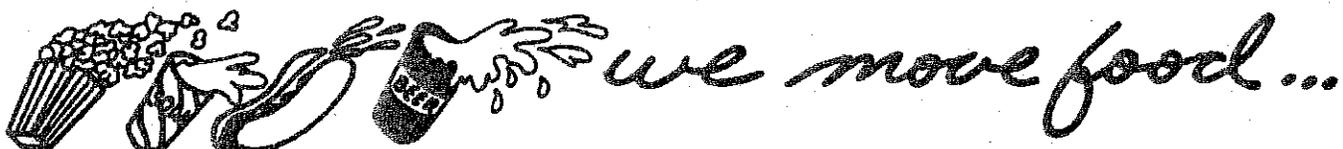
**POMPANO BEACH AMPHITHEATER AND FESTIVAL GROUNDS** – 1801 NE 6<sup>TH</sup> St., Pompano Beach, FL. PCI is in our eighteenth year of food and beverage concessions including full liquor bars at this popular venue hosting concerts, festivals, comedy and a variety of entertainment through the City of Pompano Beach. Our contract was recently renewed in June 2011. PCI and our special events team provide concessions services to Amphitheater crowds ranging from 1,000 to 18,000. Contact: City of Pompano Beach (954) 786-4185.

**MIZNER CENTRE FOR THE ARTS/MIZNER PARK AMPHITHEATRE** – 590 Plaza Real, Boca Raton, FL Capacity 5,000. PCI is in its eighth year of full service operations at this new multi million-dollar facility located on the north end of Boca Raton's exclusive Mizner Park. PCI in conjunction with the City of Boca Raton does the near impossible task of providing full food service, waitress service, full liquor bars, and catering in a facility with no permanent concession stands. Several thousands of dollars were spent by PCI in equipping this venue for food service. The Amphitheatre plays host to many headliner acts. Our catering division is also active in catering galas, symphonies, and other special events for Centre for the Arts management.. Contact: Ms. Chrissy Biagotti, City of Boca Raton (561) 901-3886.

**BAYFRONT PARK AMPHITHEATER** – 300 Biscayne Blvd, Miami FL. Capacity 12,000. PCI is currently in our third year of operating full concessions at this newly renovated amphitheater on Biscayne Bay in downtown Miami. The venue hosts a wide variety of concerts, festivals and special events. Contact: Joe Nieman – Live Nation Worldwide (561) 795-8883.

**FILLMORE THEATER** – 1700 Washington Ave., Miami Beach, Florida Capacity 2,500. PCI is currently in our second year of operating food and beverage concessions for Live Nation at this busy Miami Beach landmark venue. Over 100 shows of all types keep us busy year round. PCI replaces another large national concessionaire again! Contact: Mr. Brandon Berry, General Manager for Live Nation (305) 938-2500.

**ST. AUGUSTINE AMPHITHEATRE** – 1340 A1A South, St Augustine, FL. Capacity 4,000. This is one of PCI's newest accounts. This busy new facility hosts concerts, movie nights, festivals, civic and cultural events. St John's County management decided to go with the pros after several small local food service providers couldn't provide the quality and service they were looking for. The RFP review committee scored PCI with 98 out of a possible 100 points! PCI invested thousands of dollars in capital improvements, a 11-PA liquor license, equipment and signs to give the County the first class operation it deserves. Our first



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year 2008 was a huge success and we've been there ever since! We look forward to a long relationship with our friends in St Augustine. Contact: Mr. Ryan Murphy, Amphitheatre Manager (904) 209-3751

**SUNSET COVE AMPHITHEATER** – 12551 Glades Road, Boca Raton, FL33498, Capacity 6,000+. PCI is currently in our third year of operating food and beverage concessions for several promoters at this popular and busy new Amphitheater located in South County Regional Park. We have served crowds of 6,000+ for acts including the Zack Brown Band and Sublime/Slightly Stoopid. No permanent concessions....PCI builds it all, operates it, and tears it down every show! Contact: Palm Beach County Parks and Recreation: (561) 488-8069.

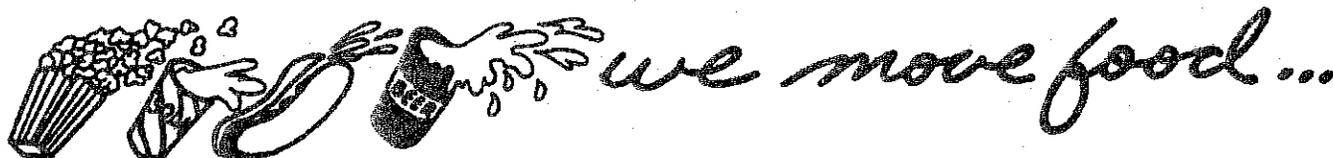
**PONTE VEDRA CONCERT HALL** – 1050 A1A North, Ponte Vedra Beach, FL 32082. Capacity 1,000. PCI's newest and northernmost Florida account. Saint Johns county was so pleased with PCI at the St Augustine Amphitheater, they awarded us the contract for this new multi-million dollar renovated concert hall. PCI made thousands of dollars in capital improvements including a full liquor license. Over 50 shows of all types keep us busy year round. Contact: Mr. Ryan Murphy, Concert Hall Manager (904) 209-3751

**WAR MEMORIAL AUDITORIUM** – 800 NE 8<sup>TH</sup> Street, Ft. Lauderdale, FL 33304.

WMA is the site of a variety of functions, including computer shows, guns shows, wrestling, concerts, trade shows, seminars, boxing and numerous other events. PCI began a two year contract in 1986 and is currently it it's twenty-sixth year of operating the concessions at the Auditorium. PCI has made significant improvements to the concessions area, installed a \$70,000 kitchen as part of its capital improvement program, and has continued to provide patrons with reasonably priced items and great service. Contact: Mr. Orlando Castellano (954) 828-5382.

**LOCKHART STADIUM** – 5501 NW 12 Ave., Ft. Lauderdale, FL 33309.

Lockhart was the home of the Ft. Lauderdale Strikers of the North American Soccer League during PCI's tenure from 1982-1989. PCI held the food and beverage rights through a contract with the City of Ft. Lauderdale until the Stadium was sold in 1989 to the Broward County School Board. We continued our services for the school board until 1990 when PCI returned as the official concessionaire for the Miami Fusion, School Board, and City events. We are now the concessionaire at Lockhart for the School Board of Broward County. The stadium is also the site for FAU football, international soccer matches, band & cheerleading competitions, high school sports, Miami Dolphins and Miami Hurricane scrimmages, and a variety of other events. Contact: Mr. Mike Roland, Stadium Manager, (754) 321-1201.



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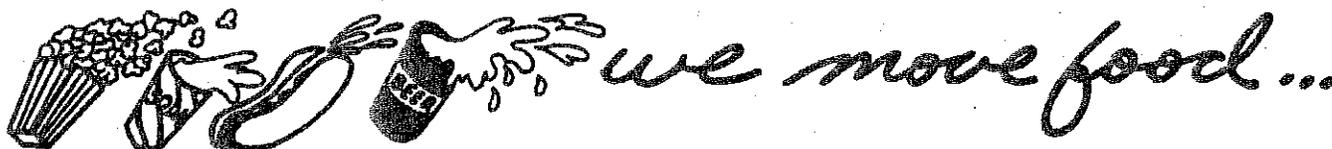
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**SOUTH FLORIDA FAIRGROUNDS & EXPO CENTER** - 9067 Southern Blvd., West Palm Beach, FL 33411. This is PCI's largest account. PCI is fully responsible for concessions and catering at this massive South Florida venue. The South Florida Fairgrounds is home to over 150 events per year including the 17-day South Florida Fair and the Barrett-Jackson collector car extravaganza. Gun shows, craft shows, concerts, Canes Fest, Red Cross disaster relief ...every type of event imaginable ...PCI does it and does it well. Anyone in South Florida Fair administration will tell you! Contact: Mr. Rick Vymlatil (561)-644-0785

**AEG LIVE - SOUTHEAST DIVISION** - Australian Avenue, West Palm Beach, FL. PCI provides concert and special event concessions for most of AEG's South Florida events held at the Mizner Park Amphitheater, Pompano Beach Amphitheater, Sunset Cove Amphitheater, and the new Arts Park Amphitheater in Hollywood, FL. We've had a great working relationship with the AEG managers for several years. Contact: Mr. George Perley or Mr. John Valentino (561) 681-5612

**MARK LIGHT STADIUM** - 5800 San Amaro Dr., Coral Gables, FL 33416. Capacity 8,000.  
Mark Light is the home of the five-time National Champion University of Miami Hurricane Baseball Team. "The Light" is always busy with UM regular season play, regional and super regional tournaments as well as summer and winter baseball camps. PCI won a three year contract in 1986, replacing a national food service company. Lines were long, and the university felt that service and quality were poor. PCI completed the three-year contract and University administrators and loyal fans were so happy they awarded PCI four consecutive four-year contracts, which started in 1989. We are currently starting our 26<sup>th</sup> season as the official concessionaire for Hurricane Baseball. Our current contract runs through 2012. The Hurricanes are consistently among college baseballs attendance leaders. Contact: Mr. Ira Stanley, Athletic Facilities Manager (305) 284-2923.

**BERGERON RODEO ARENA** - 6591 SW 45 St. Davie, FL 33314 Capacity 7,500.  
PCI is currently in its fifth year as the concessionaire for the Town of Davie at this South Florida landmark. PCI took over from a large national concessionaire who showed absolutely no interest in the operation of the venue or its customers. Town officials looked to PCI to provide the type of service the patrons deserve - and PCI delivered! With capital improvements, new menus, a cleaner operation, and the PCI commitment to service, the Rodeo Arena concessions took on a whole new look. Town officials are so happy, they are extending PCI's contract again. Five Star Rodeo, Orange Blossom Festival, wrestling, dog shows, arts & craft shows, local rodeo, concerts.... The list goes on and on! If you are ever considering hiring a large national concessionaire for your "smaller" sized venue, you should first contact: Matt, Special Projects Director, Town of Davie (954) 797-1163



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## **UNIVERSITY OF MIAMI ATHLETICS** – Hecht Athletic Complex, Coral Gables, FL 33416.

PCI also serves as food and beverage concessionaire for track and soccer events at UM's Cobb Stadium on campus and Woman's basketball concessionaire at the Knight Sports Complex also on the main campus. Contact: Mr. Ira Stanley, Assistant Athletic Director (305) 284-2923.

## **FT. LAUDERDALE INTERNATIONAL BOAT SHOW/PALM BEACH BOAT SHOW** – 1115 NE 9<sup>th</sup> Ave., Ft.

Lauderdale, FL 33304. PCI has just completed its tenth year as official merchandise concessionaires for the Ft. Lauderdale International Boat Show. Show Management was so pleased with our first year operations that we have been asked to participate in the Palm Beach Show and return this year for our tenth time. PCI also provides food and beverage services for special events managed by Show Management, Inc. including the Ft. Lauderdale International Boat Show, Chili Cookoff, Thunder Road, and a variety of other festivals. We have enjoyed an excellent working relationship for over fifteen years. PCI can always be counted on as a reliable, professional vendor. Contact: Mr. Dane Graziano (954) 764-7642

## **MILLS POND PARK** – 2201 NW 9<sup>th</sup> Avenue, Ft Lauderdale, FL 33309.

Mills Pond Park is the site for adult softball leagues, tournaments, soccer competition, water ski tournaments, and various special events. PCI started as concessionaire in 2000, taking over from a concessionaire who had the facility in complete disarray. PCI immediately invested over \$15,000 for improvements, built customer relations and satisfaction, and provided the organization and operation, which has now become a model for other softball facilities nationwide. Our catering and Special Events teams have provided a long list of happy clients with the service they expect and deserve. Contact: Ms. Gladys Penttilla, City of Fort Lauderdale (954) 828-6362

## **HALL OF FAME AQUATIC COMPLEX** - 501 Seabreeze Blvd., Ft. Lauderdale, FL 33316.

PCI managed the snack bar and provided special event food and beverage service for major swim meets for the City of Ft. Lauderdale at this nationally known facility from 1986 through 1993 when the snack bar was eliminated to create a new weight room. PCI is currently active as concessionaire for all major meets including the YMCA, Masters and Caribbean National meets. Contact: Mrs. Laura Voet, Pool Director, City of Ft. Lauderdale, (954) 828-4580.

## **FORT LAUDERDALE STADIUM** – 5301 NW 12<sup>th</sup> Avenue, Ft. Lauderdale, 33309.

Capacity 8000. PCI provided full service concessions, clubhouse service, and catering for the Baltimore Orioles spring training operations for their first three years in Fort Lauderdale. Once again PCI replaced a



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large national company with little or no interest in the operation. Oriole and City officials were so pleased, they extended PCI's contract for two additional terms. PCI remained on as the concessionaire for the City of Fort Lauderdale until the stadium was leased to the Baltimore Orioles in 2004. PCI made extensive investments in equipment on its own initiative in order to provide the best possible service to the fans at Ft. Lauderdale Stadium events. Contact: City of Ft. Lauderdale, Ms. Debbie Bylica (954) 396-3622.

### **FLORIDA INTERNATIONAL UNIVERSITY ATHLETICS** – University Park Main Campus, Miami, FL

PCI is concessionaire for athletics on FIU's main campus. FIU administration was so pleased with PCI's performance at the football stadium, they awarded us a contract for all athletic facilities. These facilities include the new FIU Football Stadium, Golden Panther Arena, Baseball, Track, and Soccer. These new facilities with capacity 18,000 are located on the main campus of Florida International University at Tamiami Park. Our contract provides food and beverage sales at all stadium events including football, track, and concerts. Contact: Mr. Heath Glick, FIU Athletic Department, (305) 348-6711.

### **FLORIDA ATLANTIC UNIVERSITY ATHLETICS** – 777 Glades Road, Boca Raton, FL 33431.

PCI is starting its second year as concessionaire for athletics on FAU's main campus in Boca Raton. FAU needed help in upgrading their operation and providing consistent service and quality at all baseball, softball, basketball, soccer, and other athletic events. PCI rose to the occasion with great results over the past year. Our contract was just recently renewed. PCI's special events trailers provide clean efficient service in areas where no permanent concession stands are located. Contact: Ms. Melissa Dawson, Assistant Athletic Director, FAU Athletic Department, (561) 297-2683.

### **CHICAGOLAND SPEEDWAY/ST PETERSBURG GRAND PRIX/DENVER GRAND PRIX**

PCI was awarded the contract for all grandstand food and beverage vending (Hawking) when the Speedway opened in 2000. We still provide and manage the vending staff of over 150 for all events at the speedway including the NASCAR Nextel Series Tropicana 400 in July and the IRL Delphi Indy 300 in September. PCI's Special Events Division takes the "show on the road" a few times per year. NASCAR vending sales are consistently in excess of \$300,000. PCI can always be depended upon to provide the maximum revenue from hawking operations. Contact: Mr. Jerry Lundergan, Lundy's Special Events, (859) 255-0717.

### **ORANGE BOWL STADIUM** – 1501 NW 3rd Street, Miami, FL 33125 Capacity 80,000

PCI and its corporate officers have held a variety of concessions management positions in the Orange Bowl Stadium for over twenty years. PCI officers began working concessions there in the 1970's. Our



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officers managed the stadium concessions operations for the Miami Dolphins in the 1980's and once PCI was founded, we continued to hold the contract with the City of Miami for exclusive merchandising rights for the January 1<sup>st</sup> FedEx Orange Bowl Game and University of Miami games. PCI handled this task every year from 1987 to 1996 and was awarded a five-year contract with an additional five-year option. You name it and we've done it at the Orange Bowl Stadium!

In addition to the above-mentioned accounts, PCI is active in the special events business in Florida and other states. We have participated in concessions for the NCAA regional basketball tournament, USA Olympic Baseball trials, Coconut Grove Arts Festival, Sunfest, Gay Pride Festivals, Orange Bowl Parade, Junior Orange Bowl Parade, Miami Beach Boat Show, Walt Disney World Speedway, Harley-Davidson Sturgiss, South Dakota rally, and many other major events.



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## Tab 9

### Additional Concessions References

AJ Wasson	Live Nation Worldwide – Chief Financial Officer (954) 626-7878
Ben Maoz	Alpine Concessions – Owner/President (954) 494-8610
Ann Butler	Sunset Cove Amphitheater - Manager (561) 488-7414
Brandon Berry	Fillmore Theater Miami Beach – General Manager (305) 938-2500
Brett Fisher	Stephens Distributing Inc – Anheuser-Busch Distributor Ft. Lauderdale, FL (954) 989-4350
Byran Herman	Blue Moon Graphics – President/Owner (843) 795-5644
Chas Adams	City of Fort Lauderdale – Event Coordinator (954) 282-4748
Connie Nickel	Assistant Athletic Director – Operations University of Miami (305) 284-2651
Cameron Jones	FIU Athletics – Event Manager for Athletic Facilities (305) 348-6228
Eddie Rodger	President, Kicks International – Soccer Promoter (954) 578-5735



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Gladys Pentilla City of Fort Lauderdale – Mills Pond Park  
(954) 828-6362

Heath Glick FIU Athletics – Chief of Staff  
(305) 348-6711

Jesse Stoll AEG Live Southeast – Event Production Manager, West  
Palm Beach, FL  
(561) 681-5627

Ira Stanley University of Miami Athletics – Director of Facilities  
(305) 284-2923

Andrew Doole Senior Vice President – Show Management, Inc.  
Ft. Lauderdale International Boat Show  
(954) 764-7642

Joe Nieman Live Nation Worldwide – Director of Outdoor Venues -  
Southeast  
(561) 795-8883

Jose Gell City of Miami – Bayfront Park Management Trust  
(305) 373-8784

John Valentino AEG Live Southeast – Chief Operating Officer  
(561) 681-5610

Chris Sisto Assistant Director – Parks & Recreation / City of Pompano  
Beach (954) 786-4185

Maurice Barron Coca-Cola South Florida – Special Events Director  
(954) 552-9417



# **PCI** PROFESSIONAL CONCESSIONS, INC.

c/o War Memorial Auditorium  
800 N.E. 8th Street, Ft Lauderdale, Florida 33304  
954-566-8557 • Fax 954-566-0966

Phil Peterson	City of Fort Lauderdale – Holiday Park Social Center (954) 828-5993
Ray Sozio	Head Umpire – Mills Pond Park (954) 491-5108
Carrie Swett	AEG Live – Concert Production Manager (561) 681-5616
Chrissy Biagotti	Mizner Park Amphitheater – General Manager Boca Raton, FL (561) 901-3886
Rick Mucciaccio	City of Fort Lauderdale – Parks Maintenance Division (954) 828-5394
Chuck Bolt	National Marine Manufacturers Association (NMMA) – Exhibitor Relationship Manager (954) 441-3234
Dane Graziano	Show Management – Fort Lauderdale Intl. Boat Show Senior Vice President (954) 764-7642
Debbie Bylica	City of Fort Lauderdale – Special Events Coordinator – Parks & Recreation Department (954) 396-3622
Derrick Mayfield	FIU Athletics – Assistant Athletic Director (305) 972-5688
George Perley	AEG Live Southeast – Senior Production Manager (561) 681-5612
Wayne Powell	Concessions Manager – Show Management Inc. Ft. Lauderdale, FL (954) 764-7642
Tony Hernandez	Athletic Business Controller – University of Miami (305) 284-2650



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Michael Roger	Thies Distributing – Miller/Coors Distributors – Special Events (561) 718-7103
Jusniel Fernandez	Gold Coast Distributing – Miami, FL – Special Events Coordinator (305) 591-9800
Pete Moquin	Gold Coast Distributing – Fort Lauderdale – Special Events Coordinator (954) 943-3950
Randy Lavenia	Cash To Go/ ATM Operations – Owner/President (561) 714-5294
Shawn Thorimbert	FIU Athletics – Director of External Affairs (305) 348-1764
Jose Solano	City of Miami – Bayfront Park Management Trust – Special Event Director (305) 358-7550
Tim McGovern	City of Fort Lauderdale – Special Events Coordinator (954) 683-1625



ATTACHMENT "A"

LOCAL VENDOR PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local vendor preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) PROFESSIONAL CONCESSIONS  
Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.

(2) \_\_\_\_\_  
Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.

(3) \_\_\_\_\_  
Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.

(4) \_\_\_\_\_  
Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(5) \_\_\_\_\_  
Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(6) \_\_\_\_\_  
Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: PROFESSIONAL CONCESSIONS INC

AUTHORIZED COMPANY PERSON: DENNIS MANIERI [Signature] 4/8/13  
NAME SIGNATURE DATE

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8th day of April, 2013 by DENNIS MANIERI and \_\_\_\_\_ as PRESIDENT and \_\_\_\_\_ respectively, of PROFESSIONAL CONCESSIONS. They are  personally known to me or  have produced \_\_\_\_\_ as identification.

(SEAL)



[Signature]  
Notary Public, State of  
(Signature of Notary taking Acknowledgment)  
Cynthia K. Mahoney  
Name of Notary Typed, Printed or Stamped  
My Commission Expires: 7/6/2014  
EE 006818  
Commission Number



c/o War Memorial Auditorium  
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954-566-8557 • Fax 954-566-0966

## PCI EMPLOYEES

Dennis Manieri – President

2213 NE 16 Court

Fort Lauderdale, FL 33305

P.J. Wear – General Manager

1618 NW 10 Ave.

Fort Lauderdale, FL 33309

James Wear – Operations Manager

1618 NW 10 Ave.

Fort Lauderdale, FL 33309

Mark Anadio – Operations Manager

2500 NE 48 Lane

Fort Lauderdale, FL 33308



