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AGREEMENT FOR
BEVERAGE CONCESSION SERVICES

THIS AGREEMENT, made this 27 day of April 2012, 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, for the term specified herein,

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 525-10833, Beverage Concession 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 November 30, 2011, ("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 April 27, 2012, 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.

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.

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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 February 21, 2012 and shall end on February 20, 2013. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, 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.

V. METHOD OF PAYMENT

Percentage concession fee in the amount of 30% of gross receipts net of sales tax.

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.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

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

Food/Beverage/Liquor Service Coverage
Coverage must have a policy limit of at least $1,000.00.

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

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 as provided in section 287.135, Florida Statutes (2011), 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 (2011), 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.

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

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: P J Wear
Secretary

CONTRACTOR

By: _____
Print Name: DENNIS J. MANIERI
President DENNIS J. MANIERI

(CORPORATE SEAL)

STATE OF Florida:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 18th day of April, 2012, by DENNIS J MANIERI as president for Professional Concessions, Inc. a Florida corporation.

(SEAL) NOTARY PUBLIC STATE OF FLORIDA DEBRA J. MAXEY MY COMMISSION # DD 999574 EXPIRES: July 9, 2014 Bonded Thru Budget Notary Services

_____
Notary Public, State of _____
(Signature of Notary Public)

_____

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

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

CONTRACT COPY

Solicitation 525-10833

Beverage Concession Services

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 525-10833
Beverage Concession Services

Bid Number	**525-10833**
Bid Title	**Beverage Concession Services**
Bid Start Date	**Oct 13, 2011 10:01:38 AM EDT**
Bid End Date	**Dec 8, 2011 2:00:00 PM EST**
Question & Answer End Date	**Nov 28, 2011 5:00:00 PM EST**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**

Changes made on Nov 9, 2011 12:37:18 PM EST

Previous End Date **Nov 9, 2011 2:00:00 PM EST** New End Date **Nov 16, 2011 2:00:00 PM EST**

Changes were made to the following items:
Beverage Concession Services

Changes made on Nov 17, 2011 12:08:51 PM EST

Previous Q & A End Date **Oct 25, 2011 5:00:00 PM EDT** New Q & A End Date **Nov 28, 2011 5:00:00 PM EST**

Description
The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Concessionaire, to provide beverage concession services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).
Added on Nov 9, 2011:
Addendum 1 - Bid opening date changed to November 16, 2011. All other terms and specifications remain the same.
Added on Nov 16, 2011:
The opening date has changed to December 1, 2011. All other terms conditions and specifications remain unchanged.
Added on Dec 1, 2011:
Bid opening date changed to December 8, 2011. All other terms conditions and specifications remain unchanged.

Changes made on Nov 9, 2011 12:37:18 PM EST

RFP# 525-10833
TITLE: Beverage Concession Services

PART I – INTRODUCTION/INFORMATION

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Concessionaire, to provide beverage concession services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this RFP, technical specifications, etc, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Concessionaire's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Concessionaire has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES
The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/concessionaires to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation the Concessionaire must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Concessionaire must have no conflict of interest with regard to any other work performed by the Concessionaire for the City of Fort Lauderdale.

05. RFP DOCUMENTS
The Concessionaire shall examine this RFP carefully. Ignorance of the requirements will not relieve the Concessionaire from liability and obligation under the Contract.

06. AWARD
The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

07. COST VALIDITY
Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP

opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	October 13, 2011
Deadline for Questions/Request for Clarifications	October 25, 2011; 5:00 PM
Addendum Release (if required)	October 27, 2011
Proposal Due Date/Time (Deadline)	November 9, 2011; 2:00 PM
Preliminary Scoring/Shortlisting Proposers	Week of November 28, 2011; (date/time TBD)
Oral Presentations/Interviews of Shortlisted (if required)	Week of December 5, 2011; (date/time TBD)
Final Scoring/Ranking/Selection	Week of December 5, 2011; (date/time TBD)
Anticipated Contract Approval/Award	On/About January 2012

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS
RFP General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this RFP.

02. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

03. RFP DOCUMENTS
The Concessionaire shall examine this RFP carefully. Ignorance of the requirements will not relieve the Concessionaire from liability and obligations under the Contract.

04. CONCESSIONAIRES' COSTS
The City shall not be liable for any costs incurred by Concessionaire in responding to this RFP.

05. RULES AND PROPOSALS
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Concessionaire.

06. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Concessionaire shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Concessionaire shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. PRICE ADJUSTMENTS
The prices currently charged shall remain in effect for the first six (6) months of the contract. Prices for new items and adjustments to current prices shall require prior approval of the Parks and Recreation Director (Director) or designee. Such approval shall not be unreasonably delayed or denied if the recommended prices are competitive with, and consistent with prices charged at similar locations in Dade, Broward, and Palm Beach counties.
The City may, after examination, refuse to accept the adjusted or new prices if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving sixty (60) days notice to the Concessionaire.

08. GROSS RECEIPTS
The term "gross receipts" as used herein shall include all receipts, including gross concession receipts, whether collected or accrued, derived by Concessionaire from all business conducted upon or from the premises, including but not limited to receipts from sale of beverages, beer and wine, alcohol, and non-alcoholic beverages, or from any source whatsoever excluding sales tax.

09. ANNUAL REPORTS
The Concessionaire shall submit an annual CPA certified statement of gross receipts, a balance sheet and a profit and loss statement specifically related to this concession to the City, in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm.

The annual CPA certified statements shall be submitted to the Contract Administrator.

The form of all records and reports shall be subject to the approval of the City Manager or designee. The Concessionaire must comply with recommendations for changes, additions, or deletions by the City Manager or designee. The City Manager or designee must be permitted, during normal business hours, to audit and examine the books of account, reports and records relating to this Contract.

10. SALES TAX
Florida State Sales Tax is due on all transactions pursuant to Florida Statutes and the Rules in Chapter 12 of the Florida Administrative Code, (FAC) promulgated by the Florida Department of Revenue.

The Concessionaire shall be responsible for collecting and reporting all sales tax to the Florida Department of Revenue.

11. CONFORMITY TO LAW
Concessionaire shall comply with all laws, ordinances, regulations, and orders of Federal, State, County and municipal authorities pertaining to the premises and Concessionaire's operations thereon.

Concessionaire covenants and agrees that there will be no discrimination as to race, color, creed or national origin in the use of the premises.

10. SECURITY
The Concessionaire must provide, and have sole responsibility for, all security measures, which may be required to protect his equipment, materials and facilities.

11. SIGNS
No signs whatsoever, including advertising signs, shall be erected or permitted upon the premises until they have first been approved by the City.

12. AUTHORITY OF PARKS AND RECREATION DIRECTOR
Use by the Concessionaire of the premises shall be coordinated with the Director. The Director shall have the authority to suspend all or any portion of any of the activities of the Concessionaire, or its agents, employees, or patrons. All references in the agreement to the Director shall mean and include any designee of the Director.

13. SUBLEASE AND ASSIGNMENT
Concessionaire shall not sublease the premises or any part thereof nor enter into any

concession agreement, nor assign this agreement or any portion thereof to any other person or firm without first obtaining the prior written approval of the City. The City reserves the right to reject any such request in its best interest and without penalty.

14. INSPECTION
For the purpose of inspection, City reserves the right to enter upon any part of the premises at any time during the period the business is to be open under the terms of this contract.

15. ATTORNEYS FEES
Concessionaire agrees to pay the cost of collection and reasonable attorneys fees on any part of said rental that may be collected by suit or by attorney after the same is past due.

16. WAIVER
No waiver by City at anytime of any of the terms or conditions of the contract shall be deemed a waiver at anytime thereafter of the same or any other terms or conditions thereof.

17. AUDIT
The City reserves the right for its internal auditor or appropriate representative to review ONLY those records pertaining to any contract awarded as a result of these documents and determine if the terms, conditions and specifications of the contract are being followed and if prices charged comply with the contract.

18. SERVICE TEST PERIOD
If the Concessionaire has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Concessionaire can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Concessionaire or to select another Concessionaire (if applicable).

19. CONTRACT COORDINATOR
The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Concessionaire.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Concessionaire's performance.
Schedule and conduct Concessionaire performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

20. CONCESSIONAIRE PERFORMANCE REVIEWS AND RATINGS
The City Contract Coordinator may develop a Concessionaire performance evaluation report. This report shall be used to periodically review and rate the Concessionaire's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and

	Concessionaire is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Concessionaire subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Concessionaire shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Concessionaire performance reviews and subsequent reports will be used in determining the suitability of contract extension.

21. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Concessionaire agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Concessionaire.

Concessionaire agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Concessionaire agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Concessionaire thirty (30) days written notice.

22. ADDITIONS, DELETIONS OR MODIFICATION OF SERVICES

The City may require the addition or deletion of services from the Contract, during the Contract term, as the requirements and needs of the City change. This may entail, but not be limited to, additional items not specifically listed in the Contract, changes or elimination of equipment or services, or modifications in services, modifications in operating hours, or similar type changes.

The Concessionaire agrees to make such changes or deletions, and shall provide the City prices on any such additional items based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the Contract upon giving the Concessionaire thirty (30) days written notice

23. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Concessionaire's personnel proposed for the contract will be available for the initial contract term. In the event the Concessionaire wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

24. INDEPENDENT CONCESSIONAIRE
The Concessionaire is an independent concessionaire under this Agreement. Personal services provided by the Concessionaire shall be by employees of the Concessionaire and subject to supervision by the Concessionaire, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Concessionaire.

25. INSURANCE
The Concessionaire 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 City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the concessionaire's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated 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 Concessionaire to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Concessionaire'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 concessionaire that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

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 Concessionaires

Food/Beverage/Liquor Service Coverage
Coverage must have a policy limit of at least $1,000,000.

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

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

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

26. SUBCONTRACTORS
If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. 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 the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

27. INSURANCE – SUBCONTRACTORS
Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

28. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")
The City and Concessionaire 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 Concessionaire 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.

29. PUBLIC ENTITY CRIMES
NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a concessionaire, supplier, sub concessionaire, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

30. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Concessionaire and shall be repaired and/or replaced at no additional cost to the City.

31. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Concessionaire. The Concessionaire 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. All monetary amounts set forth in this Contract are in United States dollars.

32. LOBBYING ACTIVITIES
ALL CONCESSIONAIRES PLEASE NOTE: Any concessionaire submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N.

Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:
http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf.

33. RFP TABULATIONS/INTENT TO AWARD
(Notice of Intent to Award Contract/RFP, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at http://www.fortlauderdale.gov/purchasing/bidresults.htm, or any interested party may call the Procurement Office at 954-828-5933.

34. VERIFICATION OF EMPLOYMENT STATUS
Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

35. CONTRACT AGREEMENT
Sample Contract Agreement Form (Attachment A) is included and made a part of this RFP. Terms and Conditions of final agreement will be included as applicable to this ITB/RFP.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION / INTENT

The City is looking to contract with a qualified concessionaire to provide alcoholic and non-alcoholic beverages (EX, beer, wine, alcohol, soda, water, etc) at Citywide Special Events. The Concessionaire must have the capability to service large special events 25 to 30 times a year. The Concessionaire would also be responsible for bringing in its own equipment including but not limited to: Tents, Beverage Units, Tables, Ice, Staffing, Cash Register, Power Supply, etc...

It is the intent of this RFP to award a single Contract to provide alcoholic and non-alcoholic beverage service for the City of Fort Lauderdale Parks and Recreation Department Special Events with the highest quality products, most efficient services and highest revenues, per the specifications in this RFP.

02. THE CITY RESERVES THE RIGHT TO

The City reserves the right to require the concessionaire to honor any sponsorship agreement that the City may have with an outside promoter or sponsor. This may require the Concessionaire to sell specific brand name products during events that are sponsored by the promoter or sponsor.

Approve all alcohol and non-alcohol beverage prices.

Limit hours of operation as a result of event compatibility.

Approve all novelty and program sales. The concessionaire may be requested to act as an agent for the City in which a negotiated fee or percentage will be agreed upon for services between the Recreation Superintendent and the Concessionaire Manager.

Approve promotional giveaways by tenants, which may conflict with beverage sales.

03. OPERATING REGULATIONS

The Concessionaire shall at all times, comply with all rules, regulations and ordinances of the City and any other governmental agency having jurisdiction. The Concessionaire shall further take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to it's agents, employees, visitors and participants in any activity within the premises.

Concessionaire shall keep the concession area reasonably stocked and reasonably staffed to serve the patrons thereof, and Concessionaire shall maintain a quality of service at least equal to similar operations in the premise.

The Concessionaire shall be open whenever the events are scheduled. Expanded hours are permissible with prior approval of the Director.

The Concessionaire shall be responsible for securing any and all licenses and/ permits for Alcohol and non–alcoholic beverage service. Any fee or payment charged for applicable licenses and permits are at the sole expense of the Concessionaire. This shall relate to laws currently in force and those adopted later. Concessionaire shall prepare, final, and process all applications for renewal of licenses and/ or permits.

Alcoholic and non–alcoholic beverages are to be offered for sale by the Concessionaire to the extent permitted by applicable state and local laws, and subject to regulations established by

the City. The decision as to whether or not alcoholic and non–alcoholic beverages may be sold at an event, or in any designated area, shall be at the sole discretion of the City. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Concessionaire.

Provide menu boards showing items and pricing.

Obey all health and safety rules.

No expired dated products can be sold.

Present all products and presentation in a pleasing and attractive manner.

Require all employees to be attired in a standard uniform of the concessionaire choice. The uniform should be neat and appropriate for this type of operation.

Concessionaire employees should be clean, literate, well groomed and courteous.

04. APPEARANCE OF PREMISES

Concessionaire must, in accordance with applicable laws, ordinances, rules, and regulations, maintain, at it's sole expense, " CLEAN AS YOU GO" attitude in all assigned areas, including the space within a 25 foot radius of each area, including and not limited to concession area, loading area, bars, dumpster, storage and preparation areas in a clean, sanitary, and orderly fashion.

Concessionaire shall be responsible for the prompt removal of all trash, litter, and debris, which accumulate on or about the premises, which is attributable directly or indirectly from the use of the concessionaire and its visitors or spectators. The concessionaire shall deposit all trash, litter, garbage and debris in containers provides by the City.

Equipment cannot remain overnight. Security of equipment will be the responsibility of the Concessionaire.

05. CONCESSION SALES

For consideration of the alcohol beverage sales at City of Fort Lauderdale Parks and Recreation Department Special Events, the minimum fee the City will accept shall be 30% of gross receipts net of sales tax.

Payment is due within 30 calendar days after event. All payments shall be presented in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale. Payments shall be sent to City of Fort Lauderdale, Parks and Recreation Director, 1350 West Broward Blvd., Fort Lauderdale, FL 33312.

In the event the Concessionaire fails to pay any payment due hereunder within five (5) days of the due date, there shall be added to such payment a late charge of $50.00, and interest at the highest rate allowed by law until the payment is brought up to date.

06. RECORDS, ACCOUNTS AND STATEMENTS

Cash Registers must be used in all operations at which cash and payments are received for the proper control and accounting of revenue. Daily cash register tapes must be saved and available for the City to compare with the monthly statements.

07. DEFAULT

In the event of any of the following the City may terminate this contract for default:

1. If the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provision of the contract, or
2. If the contractor abandons or vacates the event premises prior to the scheduled hour of event hereof, or
3. If the contractor fails to make payments as set forth herein and said payment is not made within 15 days after written notice is given to contractor.
4. The Director shall give a thirty (30) day written notice of default. If the problem is not solved within the thirty days the City may terminate the contract upon forty-eight (48) hour written notice and exclude concessionaire from participating in future events.
5. City may recover at law any and all claims which may be due City and/or:
6. The acceptance of all or part of monies due for any period after the default shall not be deemed a waiver of any of these options, not a waiver of default of subsequent default of the same of any other term, covenant and condition.
7. The concessionaire, in accepting an agreement, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the concessionaire in default.

08. LIST OF EVENTS **(Included but not guaranteed)**

A schedule of the past years events is listed below. While it is projected that attendance will continue as it has in the recent past, failure on the part of the City to meet event projections shall not relieve the Proposer from the obligation to comply with the Contract.

SPECIAL EVENTS HELD AND PROPOSED IN 2011
JANUARY 2011 – DECEMBER 2011

Date	Event	APPROXIMATE ATTENDANCE	TICKET PRICE
JANUARY 2011			
2	JAZZ BRUNCH	5000	FREE
FEBRUARY 2011			
6	JAZZ BRUNCH	5000	FREE
MARCH 2011			
6	JAZZ BRUNCH	5000	FREE
APRIL 2011			
3	JAZZ BRUNCH	5000	FREE
MAY 2011			
1	JAZZ BRUNCH	4000	FREE
JUNE 2011			
5	JAZZ BRUNCH	3000	FREE

17	STARLIGHT MUSICAL	3000	FREE
24	STARLIGHT MUSICAL	3000	FREE
JULY 2011			
1	STARLIGHT MUSICAL	3000	FREE
3	JAZZ BRUNCH	3000	FREE
4	FOURTH OF JULY	100,000	FREE
8	STARLIGHT MUSICAL	3000	FREE
15	STARLIGHT MUSICAL	3000	FREE
22	STARLIGHT MUSICAL	3000	FREE
29	STARLIGHT MUSICAL	3000	FREE
AUGUST 2011			
5	STARLIGHT MUSICAL	3000	FREE
7	JAZZ BRUNCH	4000	FREE
SEPTEMBER 2011			
4	JAZZ BRUNCH	4000	FREE
9	DOLPHIN DAY	2000	FREE
OCTOBER 2011			
2	JAZZ BRUNCH	5000	FREE
NOVEMBER 2011			
6	JAZZ BRUNCH	5000	FREE
DECEMBER 2011			
4	JAZZ BRUNCH	6000	FREE
31	DOWNTOWN COUNTDOWN	20,000	FREE

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

1. License / Permits: Provide copies of all pertinent licenses and permits required to conduct business as a mobile vender in Fort Lauderdale.	10%
2. Concession Experience: Indicate the number of years in business providing these services.	15%
3. Vender Uniform Appearance: State color and style of uniform and provide a color photograph.	5%
4. Performance at similar operations: Indicate the number of years and similar special events that you have serviced.	10%
5. Concession Appearance: Provide color photograph of concession stand at a similar special event.	5%
6. Products and Services offered for sale: What product(s) do you intend to offer? What size(s)? What price(s). Please list all proposed items and unit prices.	15%
7. Business References: Please list three (3) references that will support, document or name: business name, address, phone number, fax number and nature of relationship (Former employer, supervisor, etc)	10%
8. Percentage Fee payable to the City: What is the rate you propose? Minimum acceptable percentage is 30% of gross receipts net of sales tax.	30%
TOTAL PERCENTAGE AVAILABLE	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Concessionaire utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD. Only paper submittals will be accepted. Electronic or Fax submittals will not be accepted. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Department, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS SEVEN (7) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS 8 COPIES OF YOUR PROPOSAL. CONCESSIONAIRE SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONCESSIONAIRE NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Concessionaire shall sign the RFP/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

PROPOSER NAME_____

Proposer agrees to supply the products and services at the fees bid below in accordance with the terms, conditions and specifications contained in this RFP.

Percentage concession fee in the amount of _____% of gross receipts net of sales tax.
(Minimum acceptable percentage is 30%)

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Tab 1: Statement of Qualifications
This section should contain a statement of understanding of the critical issues associated with this project and how the Proposer is uniquely qualified to assist the City in this effort.

Tab 2: Preliminary Scope of Services
Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.

Tab 3: Concession Station/Cart Appearance
Provide a color photograph that includes concession station/cart specifications.

Tab 4: Uniform
Provide a color photograph of company uniform.

Tab 5: Products and services offered
Provide a list of proposed items, sizes, and unit prices.

Tab 6: Experience
State the number of years experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences.

Tab 7: Employees
Provide proof your business has sufficient employees to provide coverage at the onset of the contract should you personally not be able to provide the required service. List those persons who will have a management position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

Tab 8: Clients
List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, email address and date service was provided. If services provided differs from the provided in your proposal please delineate such differences.

Tab 9: Fort Lauderdale Prior Experience
List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 10: Permits/ Licenses
Provide proof of all County, State, and City Permits and Licenses.

Tab 11: Cost
Cost of Services (Proposal Response Page, Part 1)

Tab 12: Non – Collusion Statement

Tab 13: Proposal Signature Page

Tab 14: Any additional attachments to your proposal.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

COMPLETE AND RETURN THE REQUIRED NUMBER OF **PROPOSAL PAGES AND ATTACHMENTS.**

PROPOSAL IDENTIFICATION: If mailed, please indicate on the face of your sealed proposal package the following:

RFP NO. 525-10833 OPENS 11/9/11

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES
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 as provided in section 287.135, Florida Statutes (2011), 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 (2011), 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.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** 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 authorized by law.

5.12 **RECORDS/AUDIT:** 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. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. 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.

5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/concessionaire 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.

NAME	RELATIONSHIPS

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.

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 Department, 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) (date)

Name (printed)_____Title:_____

Company: (Legal Registration)_____

CONCESSIONAIRE, 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:_____

City_____State:_____Zip_____

Telephone No._____FAX No. _____Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

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.
Variances:

_____

_____

revised 6-16-11

ATTACHMENT A

AGREEMENT FOR (TITLE)

THIS AGREEMENT, made this _____ day of _____ 2011, 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 _____, a _____ corporation, ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

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 are hereby incorporated into and made part of this agreement.

(1) Specifications and Contract Documents, including any and all addenda, prepared by the City of Fort Lauderdale, "RFP/ITB # "TITLE" (Exhibit A).

(2) Response to the Proposal for the City of Fort Lauderdale prepared by Contractor dated _____ (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 _____, 2011, 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 Exhibits "A" and "B", to the ITB or RFP, which are incorporated herein by reference and made a part hereof.

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.

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 "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2011. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, 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 Contractor's proposal to the City at the cost specified in said proposal and addenda, if any, the proposal and any addenda thereto being attached as Exhibit "B", which is incorporated herein by reference and made a part hereof. 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 ITB/RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

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

Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"

Consultants

Limits: $2,000,000 per occurrence

Certificate holder should be addressed as follows:

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

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 as provided in section 287.135, Florida Statutes (2011), 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 (2011), 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.

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

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approve as to form:

_____
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Title:

(CORPORATE SEAL)

CONTRACTOR

By: _____
Print Name: _____
Title: _____

STATE OF _____;
COUNTY OF _____;

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ as (title): _____ for _____(Contractor name), a _____ corporation.

(SEAL)

_____
Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known ____OR Produced Identification _____
Type of Identification Produced _____

SAMPLE

Question and Answers for Bid #525-10833 - Beverage Concession Services

OVERALL BID QUESTIONS
There are no questions associated with this bid.

EXHIBIT B

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

CONTRACT COPY

CITY OF FORT LAUDERDALE BEVERAGE CONCESSION SERVICES

RFP –525-10833

DECEMBER 1, 2011

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

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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

Tab 1
Statement of Qualifications

Professional Concessions Inc., (PCI) is pleased to submit this proposal for beverage concession 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. 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 license provides. Our company gross sales in 2010 exceeded four million dollars. PCI has the fiscal resources to make significant capital improvements and equipment investments.

PCI PROFESSIONAL CONCESSIONS, INC.

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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 WMA events. P.J. Wear has been, and will continue to be the General Manager for Catering at WMA. 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 from Miami to Palm Beach. Our special events team is also active in everything from NASCAR to Classic Car Events and Boat Shows.

PCI PROFESSIONAL CONCESSIONS, INC.

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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 beverage concessions services to the patrons of City special events.

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 beverage concessions at City sponsored special events. PCI can provide the on-site management and equipment, coupled with a vast amount of experience that will truly enhance the beverage concessions operations at special events and provide the consistency that has given us our success during the past twenty-six years. Regardless of the event, 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 and profitable relationship in the future.

PCI PROFESSIONAL CONCESSIONS, INC.

c/o War Memorial Auditorium
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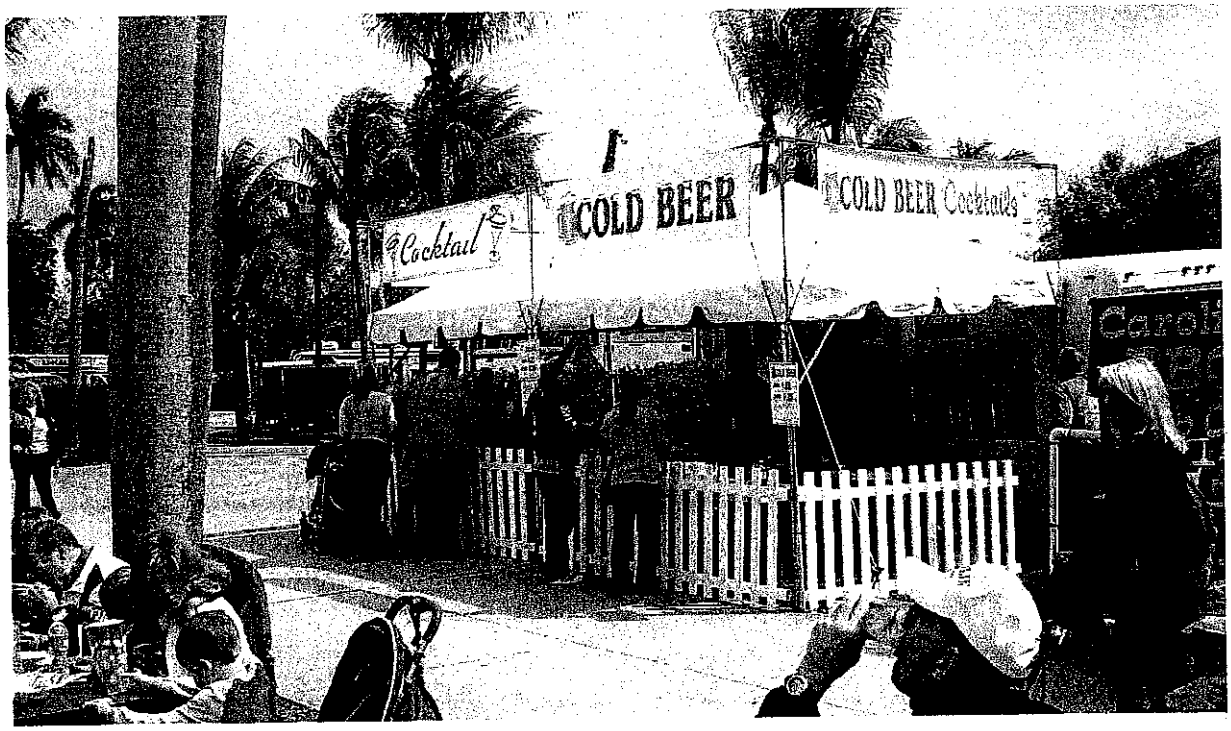
Tab 2
Scope of Services

PCI understands the challenges that the special events beverage concessions business involves. Our special events team is composed of the finest concession employees in the business. Our team is supplemented by a vast amount of equipment including portable self-contained beer trailers, storage trailers, office trailers, tents, generators, banners, portable bars, 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 have relieved the "Beverage Burden" from many municipalities while providing excellent revenue returns.

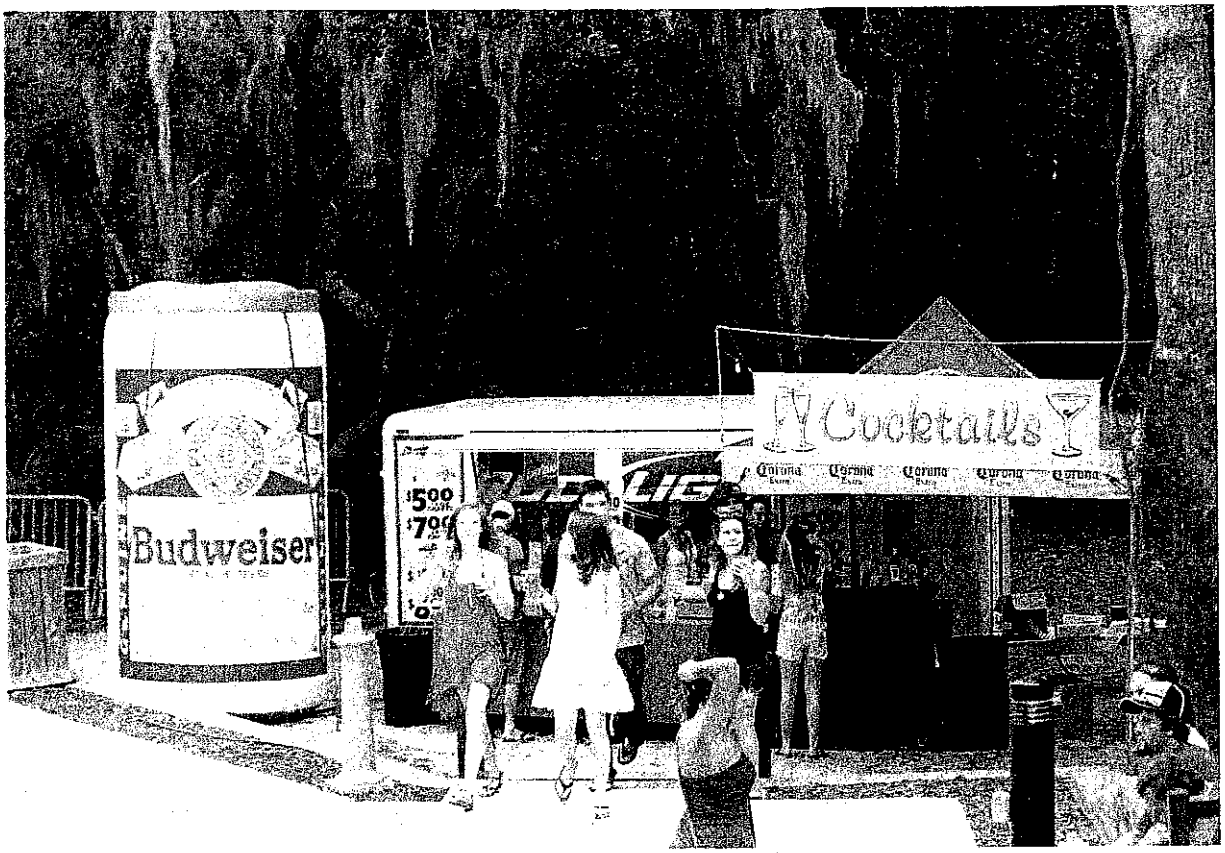
Any successful event starts with an operational meeting to decide the scope and size of the event. City officials and PCI decide on the number of locations, exact placement of locations, menu, pricing, and hours of operation. We also decide on an area to be used as office/compound/staging for larger events. Our special events team builds it, operates it, and tears it down! PCI is a responsible vendor whose employees are trained and certified in serving of alcoholic beverages. ID check stations are a part of any special event serving alcohol. We pride ourselves in conducting alcoholic beverage sales in the most professional way possible. Just ask the two largest concert promoting companies in the world.....Live Nation Worldwide and AEG Live. PCI conducts millions of dollars in alcohol sales for both at concert venues throughout Florida.

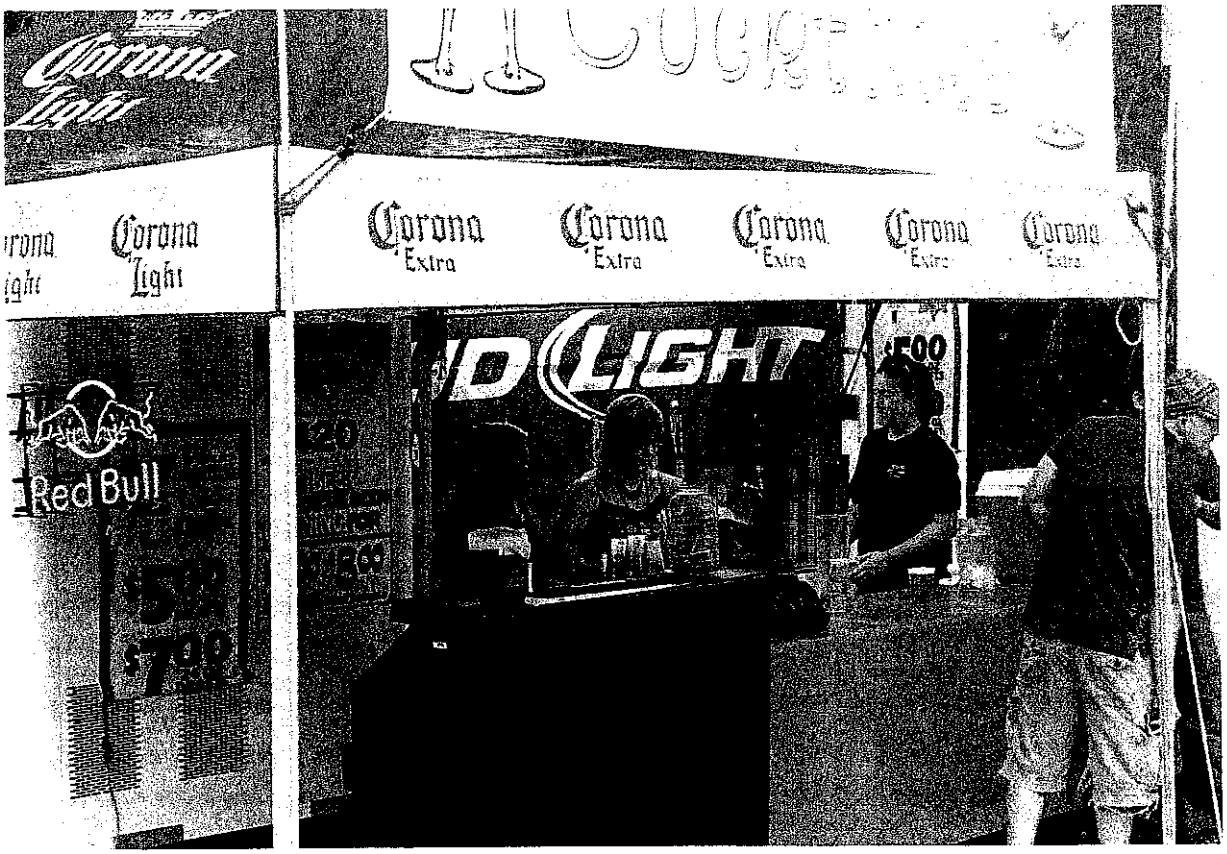
Our scope of services includes retail "walk-up" locations consisting of Waymatic Beer Trailers (PCI owns five of them), portable tents serving a combination of all beverages, portable beverage carts, roaming hawkers if required, and cocktail waiters and waitresses when needed. Any South Florida beer distributor will tell you....."We love working with those guys because they're so organized". We urge you to call our beer distributor references! Having provided beverage concession services for the Downtown Countdown, Dolphin Days, and some of the largest events in South Florida, we sincerely understand the scope of services involved and the atmosphere the City of Fort Lauderdale wants to create for our mutual customers.

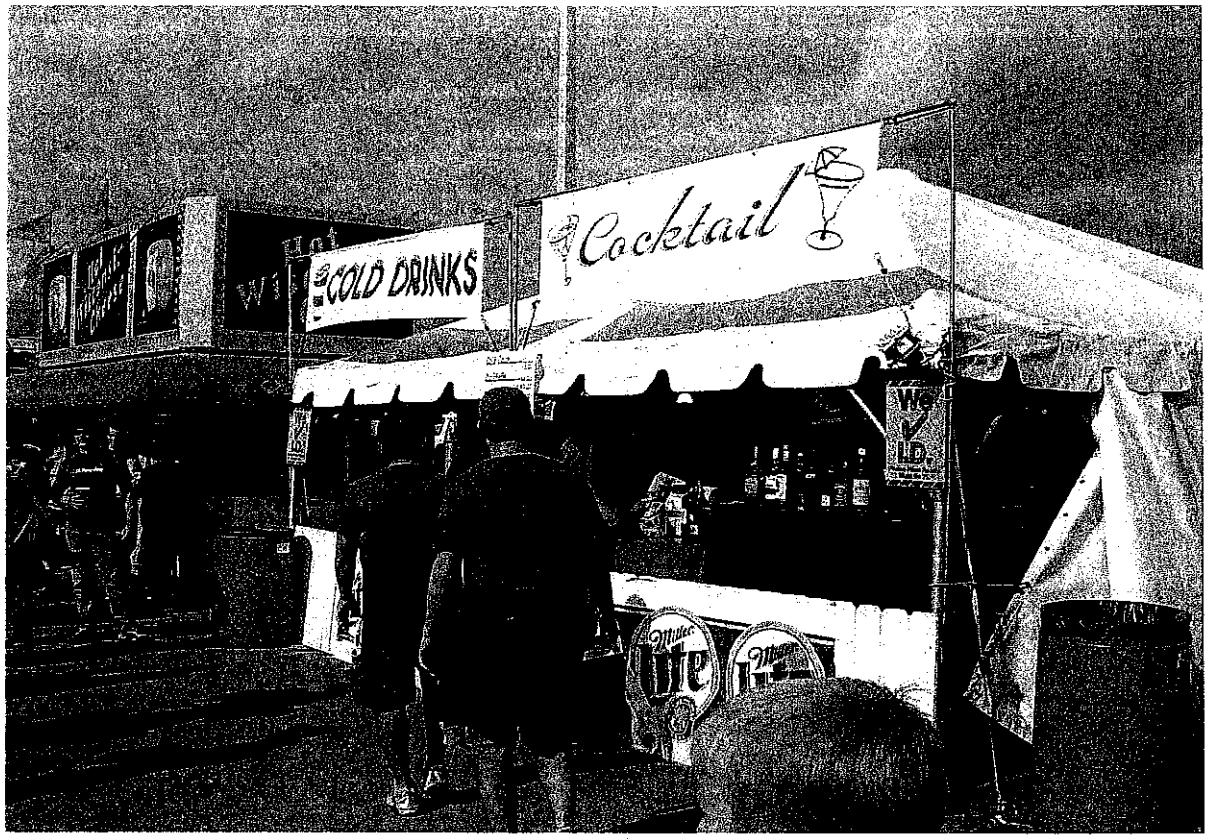
COLD BEER/Cocktails
Cocktail
COLD BEER


Cocktail
COLD BEER
COLD BEER Cocktails

Our Waymatic Beer Trailers


Budweiser
Cocktails
Corona Extra
Corona Extra
Corona Extra
Corona Extra
Corona Extra


Corona Light
Corona Light
Corona Extra
Corona Extra
Corona Extra
Corona Extra
Corona Extra
Red Bull
$7.99


COLD DRINKS
Cocktail
Miller Lite

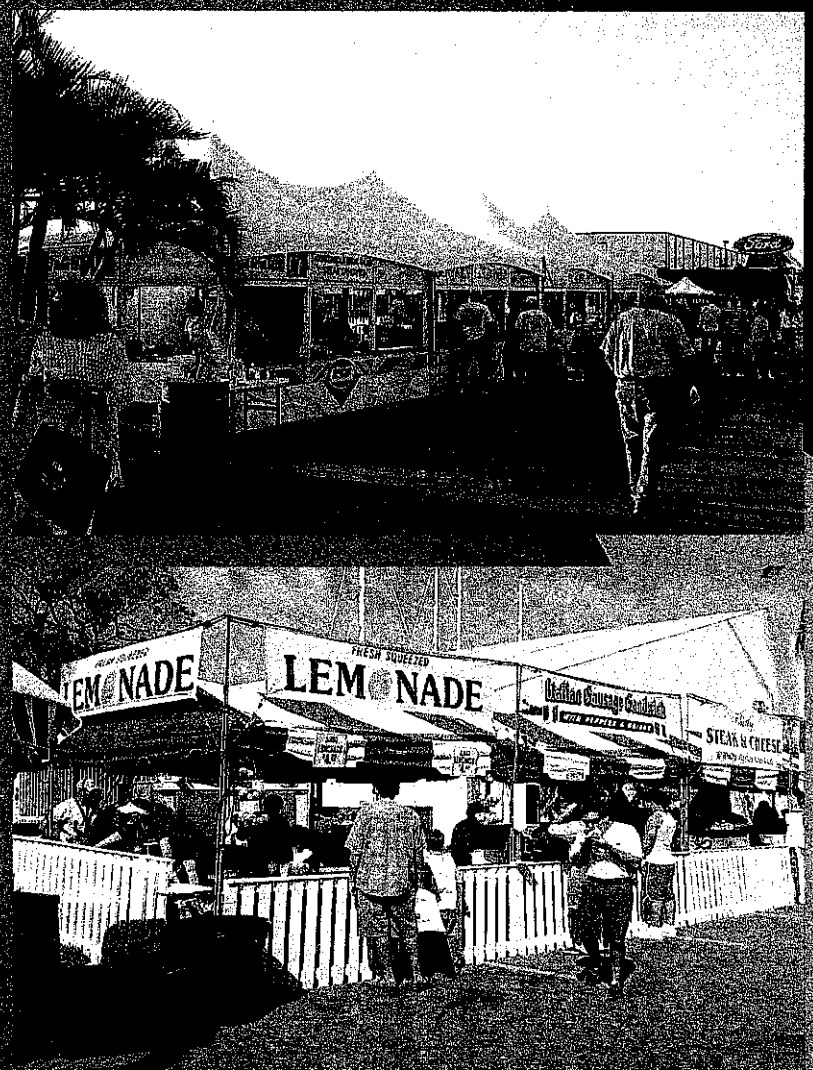
Frozen
RUMRUNNERS MARGARITAS
Cocktail
BUD LIGHT

COLD DRINKS
BEER · SODA · WATER

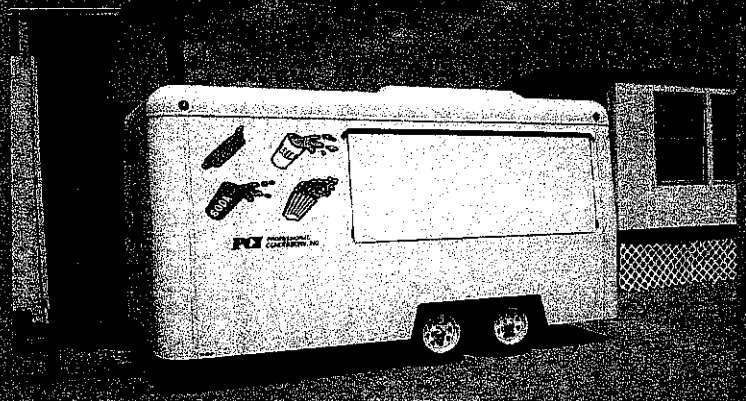
Frozen
RUMRUNNERS MARGARITAS

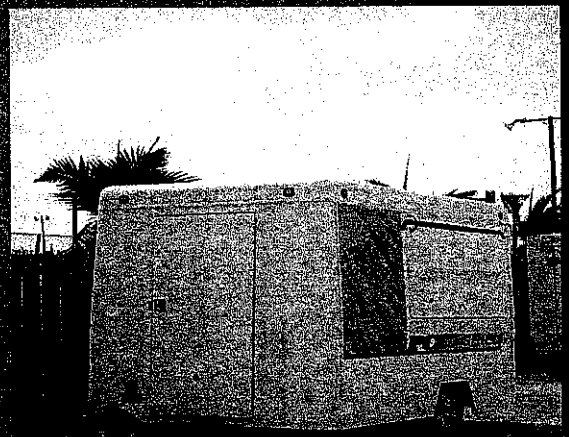
BUD LIGHT

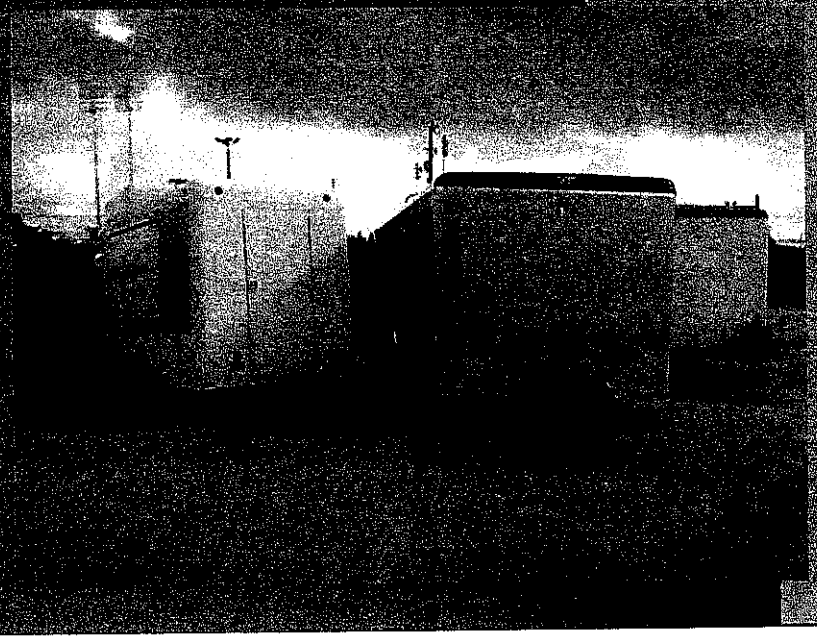
Plenty of Tents...



Trailers??? No Problem...







All Types of Vehicles

SHARP

PCI PROFESSIONAL CONCESSIONS, INC.

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Tab 5
Products and Pricing (tax included)

Proposed Beverage Menu

Bottled Water – 16.9 oz	$2.00
Bottled Water - 20 oz	$3.00
Soda – 12 oz can	$2.00
Soda – 20 oz bottle	$3.00
Energy Drink – 8.4 oz	$3.50
Gatorade – 20 oz	$3.00
Assorted Bottled Juices	$2.00 - $4.00
Draft Beer - Domestic 16 oz	$4.00 - $6.00
Draft Beer – Domestic 24oz	$6.00 - $8.00
Draft Beer - Import 16 oz	$6.00 - $8.00
Draft Beer – Import 24oz	$8.00 - $10.00
Can Beer - Domestic 12 oz	$3.00 - $5.00
Can Beer – Domestic 16 oz	$5.00 - $8.00
Can Beer - Import 12 oz	$5.00 - $7.00
Can Beer – Import 16oz	$6.00 - $9.00
Wine 8 oz.	$5.00 - $7.00
Wine – Double 16 oz	$10.00 - $14.00
Champagne Split	$5.00 - $7.00
Champagne Bottle 750 ml	$25.00 - $35.00
Jack Daniels Country Cocktails	10 oz $6.00
Assorted Wine Coolers	10 oz $6.00
Frozen Cocktails 8 oz	$5.00 - $7.00
Frozen Cocktails 16 oz	$8.00 - $10.00
Cocktail –Single 12oz	$6.00 - $8.00
Cocktail - Double 16 oz	$10.00 - $14.00

Additional beverage items and specialty beverage items also available

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Tab 6

Experience

This is to verify that Professional Concessions Inc., federal ID # 59-2691892 has been in business and officially listed with the internal revenue service since July 25, 1986. Prior to this time, PCI's corporate officers, Bruce Beck and Dennis Manieri held various management positions with concessions/food service companies including Miami Dolphins Concessions/Orange Bowl Stadium, Harry M. Stevens, Canteen Corporation, and University Rathskeller Inc.

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Tab 7
Employees

This is to verify that Professional Concessions Inc. has a minimum of fifteen full time employees with over 100 part time employees on our payroll record. Attached is a copy of our company payroll from the week ending 11/27/2011. The amount of payroll company-wide totals $16,615.70 for the current week. PCI officers assigned to manage the City of Fort Lauderdale beverage contract include Dennis Manieri – PCI President, Bruce Beck – PCI Vice President, and PJ Wear – PCI General Manager. Their resumes are also attached.

et Pay	Checks	266.85	
	Direct Deposits	12,765.34	
	Subtotal Net Pay		13,032.19
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		13,032.19

axes			You are responsible for Depositing these amounts		Amount debited from your account		
ederal	Agency	Rate	EE withheld	ER contrib.	EE withheld	ER contrib.	
	Federal Income Tax				1,041.36		
	Earned Income Credit Advances						
	Social Security				665.28	982.01	
	Medicare				229.64	229.66	
	Federal Unemployment Tax					35.66	
	Subtotal Federal				1,936.28	1,247.33	3,183.61
	Cobra Premium Assistance Payments						
	Total Federal				1,936.28	1,247.33	3,183.61
State	FL State Unemployment/Disability Ins-ER	2.3800				141.46	
	Subtotal FL					141.46	141.46
	Total Taxes		.00	.00	1,936.28	1,388.79	3,325.07
	Amount ADP Debited From Account XXXXXX0559		Tran/ABA XXXXXXXXX				3,325.07

Excludes Taxes That Are Your Responsibility

81 Employee Transactions

Other Transfers	ADP Direct Deposit	12,765.34	
	ADP Check	266.85	
	Wage Garnishments	258.44	
	Amount ADP Debited From Account XXXXXX0559	Tran/ABA XXXXXXXXX	13,290.63
Total Amount ADP Debited From Your Accounts			16,615.70

© 1998 Automatic Data Processing, Inc.

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CORPORATE OFFICERS RESUMES

NAME: Dennis J. Manieri

DATE OF BIRTH: October 7, 1950

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

RESIDENCE: 2213 NE 16th 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 present.
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

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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.

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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, St. Lucie Fairgrounds, Palm Beach Polo, Equestrian Center, International Polo, FIU Athletics, FAU Athletics, Mizner Park Amphitheatre, St Augustine Amphitheatre, and Wellington Aquatic Complex 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.

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954-566-8557 • Fax 954-566-0966

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

EXPERIENCE

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

- Supervise the day-to-day operations of the southern division of PCI at War Memorial Auditorium, Lockhart Stadium, Davie Rodeo Arena, Pompano Amphitheatre, Mizner Park Amphitheatre.
- Design and execute all catering operations.
- Assist and execute various special events
- Implement employee training programs

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, 2nd 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

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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.

EDUCATION

SUNY at New Paltz 1973-1974

Classes in Fine Arts and Education.

Dutchess Community College 1971-1973

Associates Degree in Humanities

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Tab 8
Clients(partial list)

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.

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. Sean Kraul (561)-644-0785

POMPANO BEACH AMPHITEATER AND FESTIVAL GROUNDS – 1801 NE 6TH St., Pompano Beach, FL. PCI is in our fifteenth 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 Pomano 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: Mr. Chris Sisto, City of Pompano Beach (954) 786-4185.

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.

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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

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 ears. Contact: Mr. George Perley or Mr. John Valentino (561) 681-5612

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 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

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 26th 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

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

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: Ms. Connie Nickel, Assistant Athletic Director (305) 284-2651.

FT. LAUDERDALE INTERNATONAL BOAT SHOW/PALM BEACH BOAT SHOW – 1115 NE 9th 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 were 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

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

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

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.

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.

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

Tab 9
Fort Lauderdale Prior Experience

FORT LAUDERDALE DOWNTOWN COUNTDOWN – Esplanade Park., Ft. Lauderdale, FL 33301. PCI provided complete food and beverage service for this busy New Years Eve event. Multiple locations and a wide variety of beverages provided record sales. We look forward to participating again! Contact: Ms. Debbie Bylica (954) 396-3622

FORT LAUDERDALE LIGHT UP THE BEACH – A-1-A, Fort Lauderdale Beach. PCI just completed its first year of service at this wonderful holiday beach lighting ceremony. Hundreds of City residents were very pleased to get a low cost, quality beverage as they enjoyed holiday orchestra music with the Atlantic Ocean as a backdrop. Contact: Mr. Tim McGovern, City of Fort Lauderdale (954) 828-4350

DOLPHIN DAYS PEP RALLY – Huizenga Park, Downtown Fort Lauderdale. PCI just completed its fourth year of service at this annual pep rally for our Miami Dolphins. Thousands of Dol-Fans gather to enjoy the festivities and PCI is there to quench their thirsts! Contact: Ms. Debbie Bylica, City of Fort Lauderdale (954) 396-3622

WAR MEMORIAL AUDITORIUM – 800 NE 8TH 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.

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.

we move food...

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

MILLS POND PARK – 2201 NW 9th 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 Pentilla, City of Fort Lauderdale (954) 828-6362

CITY OF FORT LAUDERDALE – EMERGENCY DISASTER SERVICES – 1200 East Broward Blvd, Ft. Lauderdale, 33301. PCI has the contract to provide over 4,000 emergency meals per day to various City departments in the event of disaster activation. PCI, at its own expense, fully equipped the Police Department kitchen which will be used as the base of operations for emergency feeding. Contact: Carrie Keohane -City of Ft. Lauderdale Procurement Services.

FORT LAUDERDALE STADIUM – 5301 NW 12TH 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 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.

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.

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

In addition to the above-mentioned accounts, PCI is active in the special events catering business. We have conducted several catering events for City departments at Holiday Park, Beach Community Center , War Memorial Auditorium, and other venues in the City.

OP ID: E1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/29/11

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).

PRODUCER
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

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: PROFE-8

INSURED
Professional Concessions, Inc.
9067 Southern Blvd
West Palm Beach, FL 33411

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Commercial Ins Co	33472
INSURER B : National Trust Insurance Co.	20141
INSURER C : FCCI Insurance Company	10178
INSURER D :	
INSURER E :	
INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	X		GL00076333	08/28/11	08/28/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA00116783	08/28/11	08/28/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UMB00074503	08/28/11	08/28/12	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		001WC10A61155	01/01/11	01/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Liquor Liability			CG0007573	08/28/11	08/28/12	Each Occ Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Food & Beverage Concessions operations at War Memorial Auditorium.
Certificate holder is named as additional insured with respects to General liability and Auto liability if required by written contract.

CERTIFICATE HOLDER

FORTLA1

City of Fort Lauderdale
100 N. Andrews Ave
Fort Lauderdale, FL 33301

CANCELLATION

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

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO (850) 488-8288
1940 N MONROE ST
TALLAHASSEE FL 32399-0783

PROFESSIONAL CONCESSIONS INC
PROFESSIONAL CONCESSIONS INC MIZNER PARK CATERING
9067 SOUTHERN BLVD
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**. 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# 5466212
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV6013513 02/22/11 108186667

CATERER
PROFESSIONAL CONCESSIONS INC
PROFESSIONAL CONCESSIONS INC MIZ
CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch. 565 FS.
Expiration date: MAR 31, 2012 L11022201521

DETACH HERE

AC# 5466212

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

SEQ# L11022201521

DATE	BATCH NUMBER	LICENSE NBR	SERIES
02/22/2011	108186667	BEV6013513	13CT

The CATERER
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: MAR 31, 2012
CONSUMPTION ON PREMISES ONLY

PROFESSIONAL CONCESSIONS INC
PROFESSIONAL CONCESSIONS INC MIZNER PARK CATERING
590 PLAZA REAL
BOCA RATON FL 33432

RICK SCOTT
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

OP ID: E1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/29/11

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PRODUCER
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

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: PROFE-8

INSURED
Professional Concessions, Inc.
9067 Southern Blvd
West Palm Beach, FL 33411

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Commercial Ins Co	33472
INSURER B : National Trust Insurance Co.	20141
INSURER C : FCCI Insurance Company	10178
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			GL00076333	08/28/11	08/28/12	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA00116783	08/28/11	08/28/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UMB00074503	08/28/11	08/28/12	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001WC10A61155	01/01/11	01/01/12	X WC STATU-TORY LIMITS 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
B	Liquor Liability			CG0007573	08/28/11	08/28/12	Each Occ	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 is Additional Insured - Landlord with Respects to the General Liability & Liquor Liability policies.

CERTIFICATE HOLDER

POMPABC

City of Pompano Beach
c/o Parks & Recreation
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

CANCELLATION

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

Michael Kelly

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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

DENNIS MANIERI
SOUTH STAND LOCKHART STADIUM
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. 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**. 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# 5850926
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

NOS1612352 10/26/11 110158098

NON-SEATING FOOD SERVICE (2010)
PROFESSIONAL CONCESSIONS INC
SOUTH STAND LOCKHART STADIUM

IS LICENSED under the provisions of Ch.509 FS.
Expiration date: DEC 1, 2012 L11102600789

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

STATE OF FLORIDA

AC#5 [illegible]

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEQ# L11102600789

DATE	BATCH NUMBER	LICENSE NBR	
10/26/2011	110158098	NOS1612352	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, 2012

NON-TRANSFERABLE

PROFESSIONAL CONCESSIONS INC
SOUTH STAND LOCKHART STADIUM
5301 NW 12 AVE
FORT LAUDERDALE FL 33309

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

PART VII - PROPOSAL PAGES – COST PROPOSAL

PROFESSIONAL CONCESSIONS
War Memorial Auditorium
800 N.E. 8th Street
Fort Lauderdale, Florida 33304

PROPOSER NAME PROFESSIONAL CONCESSIONS
War Memorial Auditorium
800 N.E. 8th Street
Fort Lauderdale, Florida 33304

Proposer agrees to supply the products and services at the fees bid below in accordance with the terms, conditions and specifications contained in this RFP.

Percentage concession fee in the amount of 30 % of gross receipts net of sales tax.
(Minimum acceptable percentage is 30%)

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/concessionaire 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.

NAME	RELATIONSHIPS
_____	_____
_____	_____
	_____
	_____

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.

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 Department, 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) 11/30/11 (date)

Name (printed) DENNIS J. MANIERI Title: PRESIDENT

Company: (Legal Registration) PROFESSIONAL CONCESSIONS INC

CONCESSIONAIRE, 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: WAR MEMORIAL AUDITORIUM 800 NE 8 ST

City FT 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): IMMEDIATE

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.

Variances:

WOULD PREFER NOT TO PROVIDE SERVICE FOR JAZZ BRUNCH OR STARLIGHT MUSIC SERIES. WILLING TO ASSIST CITY IN EXPLORING OTHER OPTIONS FOR THOSE TWO EVENTS.

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

Tab 14
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

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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
Dawn Reynolds	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

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