AGREEMENT FOR
CONCESSION & CATERING SERVICES, WAR MEMORIAL AUDITORIUM

THIS AGREEMENT, made this 13th day of December 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Professional Concessions, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 800 Northeast 8 Street, Fort Lauderdale, FL 33304, phone: 954-566-8557, fax: 954-566-0966, Email: manierid@bellsouth.net.

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

WITNESSETH:

I. DOCUMENTS

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

(1) Request for Proposal No. 535-11208, Concession & Catering Services, War Memorial Auditorium, 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 May 15, 2013, ("Exhibit B").

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

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated Dec. 13, 2013, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

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

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

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 September 4, 2013, and shall end on September 3, 2016. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee,

agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

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

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

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 will be allowed, 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

Food/Beverage/Liquor Service Coverage

Coverage must have a policy limit of at least $1,000,000.

Certificate holder should be addressed as follows:
City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator

within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

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

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

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

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

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this

section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work

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

O. Conflicts

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

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

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

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

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

V. Amendments

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

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

AA.Uncontrollable Circumstances ("Force Majeure")

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

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City

may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), 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 (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2012), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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: BRUCE BECK
Secretary

CONTRACTOR

By: _____
Dennis J. Manieri
President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 9th day of December, 2013, by Dennis J. Manieri as President for Professional Concessions, Inc.

(SEAL)

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

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

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

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

EXHIBIT A

Solicitation 535-11208

Concession & Catering Services, War Memorial Auditorium

Bid designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 535-11208
Concession & Catering Services, War Memorial Auditorium

Bid Number	**535-11208**
Bid Title	**Concession & Catering Services, War Memorial Auditorium**
Bid Start Date	**Apr 18, 2013 8:44:24 AM EDT**
Bid End Date	**May 28, 2013 2:00:00 PM EDT**
Question & Answer End Date	**Apr 30, 2013 5:00:00 PM EDT**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**

Description
The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide a food and beverage concession and catering services at War Memorial Auditorium for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). It is the intent of the City to award a single contract to the top ranked proposer responding to this RFP.
Added on May 16, 2013:
The opening date has changed to May 28, 2013.

All other terms, conditions and specifications remain unchanged.

RFP # 535-11208
TITLE: War Memorial Concession & Catering 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 Contractor, to provide a food and beverage concession and catering services at War Memorial Auditorium for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). It is the intent of the City to award a single contract to the top ranked proposer responding to this RFP.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, 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). Contractors 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 Contractor 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/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL SITE VISIT

It will be the sole responsibility of the Contractor to inspect the City's location(s), facilities, systems prior to submitting a proposal. 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 Contractor has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. Proposers are advised to contact **Orlando Castellano, Parks and Recreation** Department at **954-828-5382** to make arrangements for a site visit.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor 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 Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. RFP DOCUMENTS

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

07. 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.

08. PRICE 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	Thursday, April 18, 2013
Deadline for Questions/Request for Clarifications	Tuesday, April 30, 2013
Addendum Release (if required)	Thursday, May 2, 2013
Proposal Due Date/Time (Deadline)	Thursday, May 16, 2013, 2:00PM EST

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS
RFP General Conditions Form G-107 Rev. 01/13 (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 Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by Contractor 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 Contractor.

06. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City or September 4, 2013, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) 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 Contractor 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 Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. COST ADJUSTMENTS
Fees quoted shall be firm for the initial contract term (three years). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, 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 Contractor or to select another Contractor (if applicable).

09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

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

10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor'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 contractor 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 Contractor 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 Contractor 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. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

11. 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. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor 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 Contractor 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 Contractor thirty (30) days written notice.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor 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.

14. 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 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 contractor'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 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 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 will be allowed by the City's Risk Manager, 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 Contractors

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 Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

15. 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.

16. 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.

17. PROPOSAL SECURITY

A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the first year's minimal concession fee as proposed. A proposal security can be in the form of a bid bond or cashiers check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful proposer to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

18. PAYMENT AND PERFORMANCE BOND

The Contractor shall within fifteen (15) working days after notification of award, furnish to the

City a Payment and Performance Bond, in the face amount of $25,000 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 Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and 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.

19. PERMITS, LICENSES

The Contractor agrees to obtain and pay for all permits, licenses, and business taxes, including Alcoholic Beverage Licenses and Broward County Health Department certifications as necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Contractor. The Contractor shall also be solely responsible for payment of any taxes levied on the concession operation. The Contractor shall comply with all City, County, State and Federal rules, regulations and laws, as may be amended from time to time.

Alcoholic Beverages are to be offered for sale by the Contractor to the extent permitted by applicable state and local laws, and subject to regulations established by the City. The final decision as to whether or not Alcoholic Beverages may be sold at an event, or in any area of the Facility, 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 Contractor.

20. GROSS RECEIPTS

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

21. RENT

The Contractor shall pay to the City a monthly rental fee based on the percentage of monthly gross concession receipts plus the percentage of monthly gross catering receipts submitted in the proposal section of this RFP and accepted by the City. The minimum acceptable percentages are as follows:

33.5% of monthly gross concession receipts net of sales tax
20.0% of monthly gross catering receipts net of sales tax

Said monthly rental shall be paid to the City by the 15th of each month for the preceding month, and said payment shall be accompanied by a statement of gross receipts for the preceding month.

It is also understood that any applicable tax on rental payments shall be added to the rental payment to the City, which the City will then pay to the State. The City is to receive the rental amount as net, free and clear of all costs and charges arising from, or relating to, said premises. Rent tax, paid directly to the City, is computed as follows: State prevailing rent tax times agreed upon percentage of gross receipts net of sales tax.

The first Contract year shall commence upon final execution of the Contract by the City.

All payments shall be submitted as directed by the Contract Administrator.

All payments shall be presented, in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale.

The failure of the first ranked proposer to comply with the payment schedule as stated will result in the disqualification of this proposer and award of Contract to the second ranked proposer.

Penalty for Late Payments

In the event Contractor fails to pay any rental payment due hereunder within five (5) days of the due date, there shall be added to such payment a late charge of $100.00 and interest at the highest rate allowed by law until the rental payment is brought up to date.

22. ANNUAL REPORTS

The Contractor 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 Contractor 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.

23. SALES TAXES

Florida State Sales Tax (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 Contractor shall be responsible for collecting and reporting all sales tax to the Florida Department of Revenue.

Additional detail may be reviewed at the Florida Department of Revenue's Website http://dor.myflorida.com/dor/taxes/ . The FAC may be reviewed at http://fac.dos.state.fl.us/ .

24. RECORDS

Contractor shall submit a detailed report of each event and statement shall be provided to the City within forty-eight (48) hours after completion of event. Within fifteen (15) days after each month of the term thereof, Contractor shall deliver to City a written monthly statement of the daily gross receipts clearly indicating the revenue derived for such month certified by Contractor to be true, accurate and complete, and shall pay to the City at that time the percentage due plus any applicable sales tax for said events.

To ensure accurate accounting and recording of sales, the Contractor shall utilize a cash register in all operations at which cash and payments are received to insure 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.

Contractor shall submit required documentation with each payment, such as copies of dated and numbered receipts for each transaction. Summary work sheets of gross revenue collected with totals and applicable compensation due to the City.

In the event the City is not satisfied with any statement submitted by the Contractor, the City shall have the right to make a special audit, by auditors selected by the City, of all books and records required to be made and preserved by the Contractor. If such audit determines that there is a deficiency in excess of 1% payable to the City, the amount thereof and the cost of the audit shall be paid immediately by the Contractor.

The Contractor shall be required to establish and maintain a system of bookkeeping and accounting including inventory controls, subject to approval by the City Manager or designee. Contractor shall keep on the premises, or such other place within Miami-Dade, Broward or Palm Beach County, Florida, approved by City, true, accurate, and complete records and accounts of all sales, rentals, and business being transacted upon or from the premises and shall give the City or City's representative access during reasonable business hours and upon three (3) business days notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Contractor's gross receipts pursuant to generally accepted auditing standards.

25. DEFAULT

In the event of any of the following the City may terminate this Contract for default if the Contractor:

1. 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. abandons or vacates the premises prior to the expiration of the term hereof, or

3. fails to make the payments as set forth herein and said payment is not made within 15 days after written notice is given to Contractor.

In the event the Contractor defaults in the performance of the contract, the City shall have the following options:

A. The City Manager or designee shall give the Contractor a fourteen-day written notice of default. If the problem is not resolved within the fourteen days the City may terminate the

contract upon forty-eight hours written notice, assume the operation of said concession and exclude the Contractor from the premises and:

B. City may retain any of Contractors' money in its possession and any of the Contractor's property on the premises and apply same to payment of any and all claims which may be due to the City and/or:

C. City may recover at law any and all claims which may be due City and/or:

D. City may perform such work as it deems necessary to cure said default and charge Contractor for the full cost of labor and materials expended, plus thirty percent (30%) of said cost for administrative overhead, and/or:

E. City may recover damages from forfeited amount of Contractors performance bond.

In addition to the rights set forth above, City shall have the right to pursue any and all of the following:

a. take possession of all equipment, and other personal property of Contractor, and remove such property or any part of it and store it at Contractor's expense; and/or,

b. the right to injunction or other similar relief available to it under Florida law against Contractor; and/or,

c. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Contractor's default, and/or

d. the acceptance of all or part of monies due for any period after a default shall not be deemed a waiver of any of these options, not a waiver of the default of subsequent default of the same or any other term, covenant and condition.

The Contractor, in accepting an agreement, agrees that the City shall not be liable to prosecute for damages in the event that the City declares the Contractor in default hereunder.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of, or beyond the control of the Contractor, City after setting up a new performance or delivery schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

26. TERMINATION FOR CONVENIENCE/PARTIAL TERMINATION

In the event of termination or partial termination by City of the Contract pursuant to this Subsection, Contractor hereby acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind of nature, against the City, its agents, servants and employees, including but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations for War Memorial Auditorium.

27. SURRENDER OF CONCESSION AREA

At the expiration of this Contract, or earlier termination in accordance with the terms of this

Contract, Contractor shall surrender the Concession Area in same condition as the Concession Area was prior to the commencement of this Contract, reasonable wear and tear excepted. Contractor shall remove all its equipment, fixtures, personal property, etc., upon forty-eight (48) hours written notice from the City Manager or designee, unless a longer time period is agreed to by the City. Contractor's obligation to observe or perform this covenant shall survive the expiration or other termination of this Contract. Continued occupancy of the Concession Area after termination of the Contract shall constitute trespass by the Contractor, and may be prosecuted as such.

28. BANKRUPTCY

If Contractor shall be adjudicated bankrupt or insolvent, or makes an assignment for benefit of creditors, or if the leasehold interest is sold under a legal order or judgment, or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, then the City may immediately, or at any time thereafter, and without further demand or notice, terminate this Contract without being prejudiced as to any remedies which may be available to it for breach of Contract.

29. INSPECTION OF PREMISES

For the purposes of inspection, City reserves the right to enter any part of the Concession Area at any time during the period the business is to be open under the terms of this Contract.

30. NOTICES

All notices and concession fee payments shall be sent to the parties at the following addresses:

City: City of Fort Lauderdale
Parks and Recreation Director
1350 West Broward Blvd.
Fort Lauderdale, FL 33312

City and Contractor may change such addresses at any time upon giving the other party written notification.

All notices under this Contract must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return-receipt requested.

Contractor may designate additional persons for notification of default.

31. ATTORNEY FEES

Contractor agrees to pay the cost of collection and reasonable attorney fees on any part of said payment that may be collected by suit or by attorney after the same is past due. In the event of any other litigation the prevailing party shall be entitled to collect attorney's fees and court costs from the losing party.

32. SIGNS

No signs whatsoever, including advertising signs, shall be erected or permitted upon the premises until the plans have first been submitted to the City in accordance with all Federal, State and City laws, statutes and ordinances and approval received in writing from the Auditorium Manager.

33. AUTHORITY
Use by the Contractor of the premises shall be coordinated with the Director of Parks and Recreation, or designee. The Director shall have the authority to suspend all or any portion of any of the activities of the Contractor when, in the Directors opinion, such may be or are detrimental to the public or to the City, or is the City has reason to believe any law or ordinance is being violated by the Contractor, or its agents, employees, or patrons. In the event the Director so suspends activities for a period of 45 or more consecutive days, the Contractor shall have the right to cancel the agreement.

34. SUBLEASE AND ASSIGNMENT
Contractor 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.

35. 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.

36. 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 contractor,

supplier, subcontractor, 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.

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

38. CANADIAN COMPANIES
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. All monetary amounts set forth in this Contract are in United States dollars.

39. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor 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 .

40. BID TABULATIONS/INTENT TO AWARD
(Notice of Intent to Award Contract/Bid, 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.

41. SAMPLE CONTRACT AGREEMENT
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The War Memorial Auditorium is a City of Ft. Lauderdale owned and operated auditorium located at 800 NE 8 Street, Fort Lauderdale, FL, with a seating capacity of 2,110.

Contractor must have the capability to service medium to large outdoor special events 4-5 times a year. Additional portable equipment would need to be brought in for these events. I.E. tents, Beverage Units, Cooking Equipment, Staffing, etc.

It is the intent of this RFP to award a single contract to provide food and beverage service for War Memorial Auditorium with the highest quality products, most efficient services and highest revenues, per the specifications in this RFP.

02. THE CITY RESERVES THE RIGHT TO:

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

Approve the use of outside firms for "catering" type functions. A catering fee will be established for these types of events. Successful Contractor will have first right of refusal for catering services.

Approve all advertising sales. The City may request use of a specific product by Contractor at a price to be competitive with market price.

Allow selected groups to provide specialty food items at selected events, i.e. ethnic festivals, kosher foods, or tenant special requirements that are not normally provided by the Contractor, the City may exclude these foods from the Contract. In such case, a best effort basis will be made to have Contractor provide soft drinks, coffee, tea, hot chocolate, beer or other liquid refreshments.

Shall not interfere with the free distribution of food or drinks or any items of any nature whatsoever, where the City has authorized such distribution. Free samples, of a size and type to be approved by the City, may be given away by, or on behalf of, or with permission of any person or organization, which has properly engaged the facilities at the discretion of the City.

Approve all novelty and program sales. Contractor may be requested to act as agent for the City in which case a negotiated fee or percentage will be agreed upon for services rendered. Such fee will be agreed upon between the Auditorium Manager and Contractor manager.

Approve all food and beverage prices.

Limit hours of operation of selling of particular items as a result of tenant event requirements or event compatibility.

Engage in, or contract for, outside catering services for only City sponsored events.

03. OPERATING REGULATIONS

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

premises.

Contractor shall keep the concession facility reasonable stocked and reasonably staffed to serve the patrons thereof, and Contractor shall maintain a standard of quality of food and beverage at least equal to similar operations in the premises at reasonably comparable prices.

Placement/location of temporary and/or portable bars and/or food sale/service/preparation areas shall be at the discretion of Auditorium Manager, whether within or on the exterior of the Auditorium.

The concession shall be open whenever events are scheduled. Expanded hours are permissible with the prior approval of the Director. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

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

The Contractor, his/her representatives and employees shall adhere to all City, County and State laws and regulations relating to the operational use of the sale of food and beverage at War Memorial Auditorium. This shall relate to laws currently in force and those adopted later.

Alcoholic beverages are to be offered for sale by the Contractor 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 beverages may be sold at an event, or in any designated area of the facility, 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 Contractor.

Provide permanent menu boards showing items offered, portion, etc. Permanent menu boards must be approved by the Auditorium Manager.

Proposed menus for all food and beverage services to be provided in the facility or at outdoor events, showing portion size and proposed selling prices. Include alcoholic beverages, concessions and catering. Proposed menus with pricing shall be included in the proposal section of this RFP.

Contractor shall be responsible for providing appropriate condiments and dining accessories to customers that are being sold and/or beverage products from the concession. Condiments and dining accessories shall be provided at no additional cost to the customer. Such types of condiments and dining accessories include, but are not limited to the following: ketchup, mustard, mayonnaise, straws, eating utensils, disposable plates, bags, disposable cups and napkins.

Honor any sponsorship agreements the City enters into.

Vend all drinks in covered containers, where applicable.

Obey all health and safety rules.

Present all products in a pleasing and attractive manner.

Make all items readily accessible to the public.

Provide highest quality standard of product and presentation. All items shall be prepared fresh for each event day.

No offsite or subcontracted sales are permitted from the facility. Contractor is not allowed to operate off-site functions from the facilities or remove equipment except to other facilities owned by the City, unless equipment is solely owned by the Contractor.

Contractor shall have exclusive kitchen privileges; operator may not assign kitchen privileges to any other caterer or Contractor or food service operator.

The Contractor will agree to accept all Catering contract terms, conditions, pricing and menus executed by the incumbent Contractor for events that will occur after. Contractor will receive credit for all deposits on same, made to current Contractor.

At the termination of the Contractor's Contract, Contractor will assign all catering contracts and catering deposits, for events that are scheduled to occur after the effective date of termination, to the succeeding caterer.

04. APPEARANCE OF PREMISES

Contractor must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain, at its sole expense, all assigned areas of the facility, including the space within a 25 foot radius of each area, including, but not limited to, kitchen, concession stands, loading areas, dumpster areas, any area used by staff, portable food stands, bars, buffets, condiment stands, storage and preparation areas in a clean, sanitary, and orderly fashion.

Contractor must provide adequate pest control. Such services must be performed by a Contractor licensed by the State and approved by the Auditorium Manager.

Contractor will maintain a "Clean As You Go" attitude in all areas of the facilities that they use. This includes, but is not limited to, loading areas, receiving areas, dumpster areas, equipment areas, and any areas used by employees. Trash, spills, Food Service storage containers and other debris must be removed immediately to maintain the Facility in a first class or tour ready condition. In addition, all portable equipment must be thoroughly cleaned before moving to storage areas.

Contractor shall, at its sole expense, maintain the premises in a clean, attractive and orderly condition. The Contractor shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the Contractor, its visitors or spectators. The Contractor shall deposit all such trash, litter, garbage and debris in the containers provided by the City. The Contractor will be responsible to bring all trash and garbage from all food service areas to the designated dumpster or recycling areas, as determined by the City.

Remove all storage equipment, canisters, kegs, etc. to the designated storage area or trash disposal area immediately upon completion of event.

05. UTILITIES AND EQUIPMENT MAINTENANCE

The City will provide HVAC, electricity, and water service for the Contractor's operation. Contractor will utilize prudent energy management.

The cost to repair or replace any utility service or lines due to Contractor's negligence shall be at the Contractor's sole expense. Contractor shall take all precautionary measures necessary to ensure that grease is not discharged into the sewers.

The City shall not be liable or responsible for any failure to furnish services such as electricity, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, the City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

The Contractor shall be responsible for any goods, merchandise or equipment stored at the facility, and Contractor's insurance should cover any damages to Contractor's personal property resulting from a power failure, flood, fire, explosion and/or other causes.

All equipment provided by the Contractor will remain the property of the Contractor and any maintenance required thereon shall be at the sole expense of the Contractor. The City shall incur no obligation for repairs to equipment provided by the Contractor.

During the term hereof, Contractor, at Contractor's sole expense, shall, to the satisfaction of the City, keep and maintain the premises and all improvements and City provided equipment thereon in good and sanitary order, condition, and repair, consistent with similar operations in the Dade, Broward and Palm Beach County. Upon expiration or termination hereof, Contractor shall surrender and deliver up to the City the premises and all appliances and equipment provided by the City in good and usable condition, ordinary wear and tear expected.

06. EMPLOYEE QUALIFICATIONS AND APPEARANCE

Contractor shall employ the necessary personnel to conduct the operations at the facilities in accordance with the terms and conditions of this Contract.

All food service employees are employees of the Contractor and not the City. The Contractor shall at all times be an independent Contractor, and the Contract shall not in any way create or form a partnership or joint venture with the City. No agent, servant, or employee of the Contractor shall under any circumstances be deemed an agent, servant or employee of the City.

Contractor shall employ workers to service this operation who are literate, clean, well groomed and courteous. An experienced employee shall be present to oversee the daily operation of this concession and with the full authority to direct the operation and immediately take all corrective action required to correct erroneous procedures and insure complete and continuous compliance with requirements and specifications of contract at all times while the Concession is in operation.

Upon award, Contractor shall provide the City with a list of all employees who will be working

at War Memorial Auditorium. A phone number shall also be provided for each employee. Contractor shall notify the City of additions and deletions as they occur.

Contractor must conduct regular scheduled training sessions, as approved by the Auditorium Manager, throughout the year, for all personnel. At a minimum, the training will consist of customer service, alcohol awareness training, and food preparation and sanitation skills training. A description of training programs used for service personnel including the customer service and alcohol awareness and food preparation/sanitation training shall be made part of the proposal section of this RFP.

Contractor shall require all employees to be attired in a standard uniform of the Contractor's choice. Said uniform shall be neat and appropriate for the type of operation and shall be approved by the City. Depictions and/or photographs of said uniforms shall be submitted with this RFP. Uniforms are subject to approval by Auditorium Manager.

Contractor employees shall be at all times neatly and cleanly uniformed in Auditorium Manager approved uniforms and must meet grooming guidelines and appearance standards prescribed for such employees by the Contractor and Auditorium Manager.

07. EQUIPMENT

During the term hereof, Contractor, at Contractor's sole expense, shall, to the satisfaction of the City, keep and maintain the premises and all improvements and City provided equipment thereon in good and sanitary order, condition, and repair, consistent with similar operations in the Dade, Broward and Palm Beach County premises. Upon expiration or termination hereof, Contractor shall surrender and deliver up to City the premises and all appliances and equipment provided by the City in good and usable condition, ordinary wear and tear expected.

08. CAPITAL UPGRADES

The successful proposer shall be required to make an initial investment of approximately $15,000.00 in capital improvements. Proposer is to submit with this proposal a list of equipment that he/she proposes to furnish under this requirement. Final listing shall be mutually agreed upon by the Contractor and the City. Said capital improvements shall become the property of the City upon completion of the contract.

During the estimated useful life of the required capital improvements, depreciation shall be computed as follows:

Year 1	30%	Year 4	15%
Year 2	25%	Year 5	10%
Year 3	20%		

Should the contract be terminated by the City, vendor shall be reimbursed for capital improvements made and documented with evidence of ownership less accumulated depreciation in accordance with above referenced schedule, prorated accordingly. Should the contract be terminated by Contractor during the first two years, or by default, the improvements made by the Contractor shall revert to the City without any compensation to the Contractor.

09. SECURITY
The Contractor must provide, and have sole responsibility for, all security measures, which may be required to protect the concession area, equipment and materials. Said security measures may not violate other restrictions of this agreement.

10. LIST OF EVENTS
A schedule of the past year's 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.

EVENTS HELD AT WAR MEMORIAL AUDITORIUM
OCTOBER 2011 – SEPTEMBER 2012

DATE	EVENT	APPROXIMATE ATTENDANCE		TICKET PRICE
OCTOBER 2011				
7	FIGHT TIME	385		$75, $55, $45, $35
13-29	VILLAGE OF HORRORS	7,757		$13 $25 $30 $40
27-31	BOAT SHOW PARKING	776		$6
		TOTAL 8,918	8,918	
NOVEMBER 2011				
4	SLIM GOODBODY	1,686		SCHOOL GROUPS
5	CONCORD GRADUATION	710		GRAD
11	MEDVANCE	733		GRAD
13	S.F. INT'L HAIR EXPO	94		$10
16	PINOCCHIO	557		SCHOOL GROUPS
18	SANFORD BROWN GRADUATION	855		GRAD
19-20	MARINE FLEA MARKET	1,665		$5
26-27	SUNCOAST GUN SHOW	4,816		$8, $7
29	NATIONAL BD of EXAMINERS	250		NOT OPEN TO PUBLIC
		TOTAL 11,366	20,284	
DECEMBER 2011				
2	EVEREST INSTITUTE GRADUATION	300		GRAD
3	INDIE CRAFT SHOW	321		$4
9	BAD BLOOD MMA	406		$60, $45, $35, $25
10	ROLLER DERBY	198		$20, $15, $10
27-28	HOLIDAY ANTIQUE SHOW	473		$6
31-Jan 2, 2011	INT'L GEM & JEWELRY SHOW	1,190		$8
		TOTAL 2,888	22,922	

JANUARY 2012				
6-8	CAR COLLECTOR AUCTION	2,438		$10, $5, FREE
14-15	GUN & KNIFE SHOW	5,648		$8, $7
20-22	FORT LAUDERDALE ORCHID SHOW	4,669		$10, $5 IN ADVANCE
28-29	SE FLORIDA CHAMBER EXPO	1,712		FREE
		TOTAL 14,467	37,389	
FEBRUARY 2012				
4-5	REPTICON	1,782		$10, $5
10-12	SAVE OUR HISTORY	833		$10, $5
15	SEFAA MAINTENANCE MANIA	200		FREE
17	FIGHT TIME	1,188		$75, $55, $45, $35
18	ROLLER DERBY	469		$20, $15, $10
20-21	PREVIEW KIDS EXPO	180		NOT OPEN TO PUBLIC
25-26	GUN & KNIFE SHOW	6,092		$8, $7
		TOTAL 10,744	48,133	
MARCH 2012				
6	WIZARD of OZ	1,536		SCHOOL GROUPS
10-11	PRIDEFEST	7,454		$10
16-18	QUILT SHOW BY THE SEA	1,467		$8
24-25	GUN & KNIFE SHOW	5,635		$8, $7
30-31	RING of HONOR	1,614		$90, $40, $30, $20
		TOTAL 8,716	56,849	
APRIL 2012				
1	BIGEN BARBER SHOWDOWN	100		FREE
20	IMPACT WRESTLING	500		$50, $35, $20
21	ATI GRADUATION	795		GRAD
26	BOLD JUSTICE	1,200		FREE
27	FIGHT TIME	1,646		$75, $55, $45, $35
28	ROLLER DERBY	590		$10, $15, $20
		TOTAL 4,831	61,680	
MAY 2012				
5-6	GUN & KNIFE SHOW	4,955		$8, $7
12-13	REPTICON	1,295		$10, $5
19	CONCORDE CAREER INST	543		GRAD
20	AMERICAN HERITAGE GRADUATION	1,865		GRAD
26	CARDINAL GIBBONS GRADUATION	1,491		GRAD
26	ROLLER DERBY	516		$10, $15, $20
		TOTAL 8,658	70,338	
JUNE 2012				
1	SANFORD BROWN	650		GRAD
2	HALLANDALE BEACH	1,271		GRAD
2	McFATTER	1,173		GRAD
2	STRANAHAN	1,731		GRAD
3	DILLARD	1,762		GRAD
3	FORT LAUDERDALE	1,734		GRAD
4	HOLLYWOOD HILLS	1,420		GRAD

6	SHERIDAN TECH	1,213		GRAD
7	COCONUT CREEK	1,191		GRAD
8	SOMERSET	1,305		GRAD
16-17	GUN & KNIFE SHOW	4,803		$8, $7
22	FIGHT TIME	1,500		$75, $55, $45, $35
23	BROWARD COUNTY BUILDING OFFICIALS	582		FREE
	TOTAL	18,414	88,752	
JULY 2012				
13	FITNESS & FIGURE & BIKINI CHAMPIONSHIPS	1,495		$30VIP$20 RES$15GA
14	BODYBUILDING CHAMPIONSHIPS	1,586		$35VIP$25RES$15GA
16-17	PICCADILLY CIRCUS	3,200		$30, $11
21-22	FORT LAUDERDALE ANTIQUE SHOW	564		$6
28-29	BUCKLER CRAFT FAIR	1,617		$6
	TOTAL	8,462	97,214	
AUGUST 2012				
3-5	ROLLER DERBY CAMP	100		NOT OPEN TO PUBLIC
4	ROLLER DERBY	371		$10, $15, $20
10	VOICES OF WORSHIP	261		$45, $35
12	PET ADOPTION FAIR	3,370		FREE
18-19	GUN & KNIFE SHOW	5,478		$8, $7
22	OBAMA FOR AMERICA	5,580		FREE
24	FIGHT TIME	1,385		$75, $55, $45, $35
	TOTAL	16,545	113,759	
SEPTEMBER 2012				
8-9	REPTICON	1,775		$10, $5
11-12	ZB SALES KIDS EXPO	200		NOT OPEN TO PUBLIC
15	ROLLER DERBY	509		$10, $15, $20
22-23	GUN & KNIFE SHOW	4,784		$8, $7
	TOTAL	7,268	121,457	

PART V – PROPOSAL EVALUATION CRITERIA

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

1. Understanding the overall needs of the City as presented in the proposed plan, including but not limited to equipment, management and staffing, implementation schedule, operational plan, training, etc.	30%
2. Experience and qualifications of the proposing firm.	25%
4. Performance at similar operations.	15%
5. Financial Return to the City for proposed percentage of gross concession receipts for the first three (3) years averaged.	15%
6. Financial Return to the City for proposed percentage of gross catering receipts the first (3) years averaged.	5%
7. Financial Return to the City for the proposed percentage of gross concession receipts for the two (2) extension contract years averaged.	5%
8. Financial Return to the City for the proposed percentage of gross catering receipts for the two (2) extension contract years averaged.	5%
TOTAL PERCENT 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 Contractor 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 and open 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's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, 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 HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE FIVE (5) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR 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 Contractor shall sign the Bid/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 to pay to the City of Ft. Lauderdale the following if awarded the contract. Minimum acceptable for rent is 33.5% of gross concession receipts and 20.0 % for gross catering receipts.

Year 1

_____% of monthly gross concession receipts
_____% of monthly gross catering receipts

Year 2

_____% of monthly gross concession receipts
_____% of monthly gross catering receipts

Year 3

_____% of monthly gross concession receipts
_____% of monthly gross catering receipts

Optional Year 4

_____% of monthly gross concession receipts
_____% of monthly gross catering receipts

Optional Year 5

_____% of monthly gross concession receipts
_____% of monthly gross catering receipts

List below the capital improvements of approximately $15,000.00 you propose to introduce during the first three (3) months of the initial contract term. Improvements can be directed towards increasing sales and revenue to the City or to further satisfy your patrons. List below each proposed improvement and the cost to provide it. Attach an additional sheet if necessary.

_____ $_____

_____ $_____

_____ $_____

_____ $_____

TOTAL $_____

Proposer estimates that he will generate $_____ in gross receipts over the initial first year of the contract.

PART VIII - PROPOSAL PAGES – QUESTIONNAIRE

1. How many calendar days from award of Contract would you need prior to initiating operations?

   _____ Days

2. Have you included your Proposal Security with your proposal?

   _____ Yes

3. Have you included evidence of insurance with your proposal?

   _____ Yes

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.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL

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

PART IX - 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: Proposal Signature page

Tab 2: Non-Collusion Statement

Tab 3: Cost Proposal

Tab 4: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.

Tab 5: Preliminary Scope of Services: Understanding of the City's needs for concession and your overall approach to those needs.

Tab 6: Your proposed operational plan, including:

A. Written policy and procedure for internal controls to record sales from concession area and specifically when dealing with multiple areas and/or special events.
B. Written policy and procedure on how you deal with subcontractors to insure internal controls are being used for payment to the City.
C. Procedures for sanitation of areas, including pest control.
D. Current applicable food and beverages licenses held by proposer and staff.
E. Training for staff in regards to Customer Service, Alcohol Awareness, Food preparation and sanitation skills.
F. Depiction and/or pictures of proposed uniforms.
G. Any other information you feel will assist the City in evaluating your proposal.

Tab 7: Proposed menu(s) and pricing for this Contract.

Tab 8: State number of years of 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 9: List those persons who will have a management position working with the City, if you are awarded the contract. List their name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

Tab 10: List clients for whom you are currently providing similar services:

List references (excluding City of Fort Lauderdale) with the name, addresses and telephone number of organizations, governmental and/or private located in Palm Beach, Broward or adjacent counties, for whom you now are providing

concession/restaurant/food & beverage service. Please use the following format for each reference:

Company/Entity Name:
Address:
Contact Name and Title:
Phone Number:
Contract period:
Type of Services Performed:
Location of Establishment (i.e. Park, Golf Course, Special Event, etc.)
Indicate estimated number of customers served per week:
Hours of operation and days of week:
Number of staff that operated concession area:
Attach copy of menu provided for this reference.

Tab 11: List clients for whom you have provided similar services in the past three (3) years.

List references (excluding City of Fort Lauderdale) with the name, addresses and telephone number of organizations, governmental and/or private located in Palm Beach, Broward or adjacent counties, for whom you have provided concession/restaurant/food & beverage services within the past three years. Please use the following format for each reference:

Company/Entity Name:
Address:
Contact Name and Title:
Phone Number:
Contract period:
Type of Services Performed:
Location of Establishment (i.e. Park, Golf Course, Special Event, etc.)
Indicate estimated number of customers served per week:
Hours of operation and days of week:
Number of staff that operated concession area:
Attach copy of menu provided for this reference.

Tab 12: Any additional attachments to your proposal.

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 Division. 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 45 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 and that it does not have business operations in Cuba or Syria 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 or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

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, Bidders 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 Division immediately. Such notification must be received by the Procurement Services Division 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 DIVISION (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 Division 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 Auditor or designee, 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.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

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

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

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

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

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

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)_____

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

Address:_____

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

Question and Answers for Bid #535-11208 - Concession & Catering Services, War Memorial Auditorium

OVERALL BID QUESTIONS

Question 1

Are you able to offer historical gross revenues from previous calendar/fiscal years? **(Submitted: Apr 19, 2013 10:14:39 AM EDT)**

Answer

- Gross concession dollars for September 2011 to October 2012 was approximately $236,725 **(Answered: Apr 23, 2013 10:23:16 AM EDT)**

EXHIBIT B

PCI PROFESSIONAL CONCESSIONS, INC.

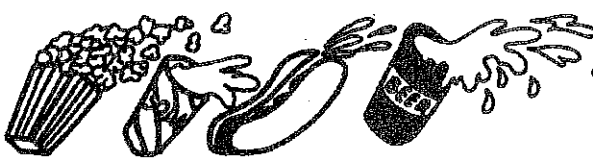
c/o War Memorial Auditorium
800 N.E. 8th Street, Ft Lauderdale, Florida 33304
954-566-8557 • Fax 954-566-0966

CONTRACT COPY

WAR MEMORIAL AUDITORIUM CONCESSION & CATERING SERVICES

RFP –535-11208

MAY 16, 2013



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

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Attachment 2	Non-Collusion Statement
Attachment 3	Cost Proposal & Capital Improvements
Attachment 4	Evidence of Insurance
Attachment 5	Preliminary Scope of Services
Attachment 6	Operational Plan A. Internal Controls B. Subcontractor Controls C. Sanitation Procedures D. Licenses E. Staff Training F. Uniforms G. Additional information
Attachment 7	Proposed Menus
Attachment 8	Years of Experience
Attachment 9	Management Resumes
Attachment 10	Current Accounts & References
Attachment 11	Business Experience
Attachment 12	Additional Attachments

we move food...

BID/PROPOSAL SIGNATURE PAGE

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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: _____ 5/15/13
(signature) (date)

Name (printed) DENNIS J. MANIERI Title: PRESIDENT

Company: (Legal Registration) PROFESSIONAL CONCESSIONS INC.

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

Address: WAR MEMORIAL AUDITORIUM - 800 NE 8 ST

City FORT LAUDERDALE State: FL Zip 33304

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

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

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

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

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

Addendum No.	Date Issued

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

YES * NO _____

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

Variances:

N/A

PART VIII - PROPOSAL PAGES – QUESTIONNAIRE

1. How many calendar days from award of Contract would you need prior to initiating operations?

IMMEDIATE Days

2. Have you included your Proposal Security with your proposal?

✳ Yes

3. Have you included evidence of insurance with your proposal?

✳ Yes

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.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL

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

NON-COLLUSION STATEMENT:

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

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

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

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

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

NAME	RELATIONSHIPS
N/A	N/A

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.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name PROFESSIONAL CONCESSIONS INC

Proposer to pay to the City of Ft. Lauderdale the following if awarded the contract. Minimum acceptable for rent is 33.5% of gross concession receipts and 20.0 % for gross catering receipts.

Year 1

33.5 % of monthly gross concession receipts
20 % of monthly gross catering receipts

Year 2

33.5 % of monthly gross concession receipts
20 % of monthly gross catering receipts

Year 3

33.5 % of monthly gross concession receipts
20 % of monthly gross catering receipts

Optional Year 4

33.5 % of monthly gross concession receipts
20 % of monthly gross catering receipts

Optional Year 5

33.5 % of monthly gross concession receipts
20 % of monthly gross catering receipts

List below the capital improvements of approximately $15,000.00 you propose to introduce during the first three (3) months of the initial contract term. Improvements can be directed towards increasing sales and revenue to the City or to further satisfy your patrons. List below each proposed improvement and the cost to provide it. Attach an additional sheet if necessary.

PLEASE SEE ATTACHED SHEET $_____

_____ $_____

_____ $_____

_____ $_____

TOTAL $ 21,610.00

Proposer estimates that he will generate $ CONCESSIONS 175,500 / CATERING 53,750 in gross receipts over the initial first year of the contract.

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

Attachment 3

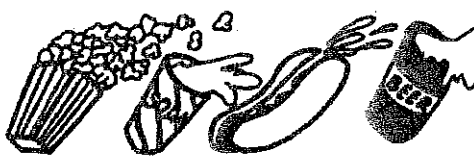
CAPITAL IMPROVEMENTS

PROPOSED IMPROVEMENTS - FIRST THREE MONTHS

PCI PROPOSES THE FOLLOWING CAPITAL IMPROVEMENTS DURING THE FIRST THREE MONTHS AS SPECIFIED IN THE RFP.

Purchase new 5 keg beer unit for main concession stand	3,150.00
Purchase two new Cambro Portable Bars	2,400.00
Install new LED programmable menu board for main concession stand. . .	2,460.00
Repair/Replace cabinet doors and counters in main concession area.	3,810.00
Install a new lighted menu board for beer area in main concession	895.00
Install a new 3-compartment sink & hand wash sink in main concession. . . .	3,895.00
FIRST THREE MONTH TOTAL	**$16,610.00**

ADDITIONAL CAPITAL IMPROVEMENT BUDGET FOR YEARS 4 AND 5.	**$ 5,000.00**
GRAND TOTAL	**$21,610.00**



we move food...

PROFE-8 OP ID: S9

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/14/13

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

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

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): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Professional Concessions, Inc. 9067 Southern Blvd West Palm Beach, FL 33411		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Scottsdale Insurance Company	41297
		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			BCS0028579	08/18/12	08/18/13	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	exclude
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA00116785	08/28/12	08/28/13	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			XLS0083952	08/18/12	08/18/13	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		001WC12A61155	01/01/13	01/01/14	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
A	Liquor Liability			BCS0028579	08/18/12	08/18/13	Occurrenc		1,000,000
							Aggregate		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: War Memorial Auditorium. Certificate Holder is listed as additional insured with respects to general liability if required by written contract.

CERTIFICATE HOLDER

FORTLA2

City of Fort Lauderdale
Procurement Department
100 North Andrews Avenue
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

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PROFE-8 OP ID: PA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/12

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.

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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:
INSURED Professional Concessions, Inc. 9067 Southern Blvd West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Scottsdale Insurance Company — 41297 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		BCS0028579	08/18/12	08/18/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 exclude 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA00116785	08/28/12	08/28/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			XLS0083952	08/18/12	08/18/13	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		001WC12A61155	01/01/13	01/01/14	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
A	Liquor Liability			BCS0028579	08/18/12	08/18/13	Occurrenc Aggregate		1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is an Additional Insured with regard to General Liability if required by written contract.

CERTIFICATE HOLDER

WAREHOU

War Memorial Auditorium
City of Fort Lauderdale
800 NE 8th Street
Ft Lauderdale, FL 33304

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 McKelvey

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PROFESSIONAL
CONCESSIONS, INC.

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

Attachment 5
Preliminary Scope of Services & Introduction

Professional Concessions Inc., (PCI) is pleased to submit this proposal for concession and catering services at the War Memorial Auditorium.

PCI is a Fort Lauderdale based company in our twenty-seventh 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 at the War Memorial Auditorium, several other City venues, 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. Based on our reputation for service to the City of Fort Lauderdale, we are seeking another renewal agreement. Our service to the City has also included Mills Pond Park, Fort Lauderdale Stadium, 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 Orlando Castellano, his staff, and our mutual clients who hold events at the Auditorium. 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 the War Memorial Auditorium. Our most significant improvements include the installation of a complete catering/concessions kitchen at the auditorium and the addition of a 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. This gives PCI the ability to sell liquor to the public for any event authorized by the Auditorium Manager. PCI's total gross sales in 2012 exceeded six million dollars. PCI

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

has the fiscal resources to make significant capital improvements. We have made significant capital improvements to the Auditorium over the last twenty-seven years and look forward to the opportunity to provide more new ideas, equipment, and improvements to the facilities at the War Memorial Auditorium. This proposal includes a five year capital improvement plan in excess of $21,000.

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 three-year resident of the City of Fort Lauderdale will have direct responsibility for this account. Mr. Manieri is also a thirty-five year Professor Emeritus of Mathematics at Broward College in Fort Lauderdale. Auditorium 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 Auditorium management and clients. P.J. also is responsible for employee training programs at WMA. 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 seventy 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 clients at the Auditorium. Our Special Events division has been called in to duty for coordinating the Rupp Collector Car Auction, Pridefest, Nautical Flea Market, Gay World Series Opening Ceremonies, and various other special events held in the Auditorium and at locations in 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***!

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

4) PCI has a reputation for service. In our twenty-seven years of operation, we have dramatically improved the concessions quality and revenues at numerous South Florida accounts. In addition to the War Memorial Auditorium, we have several accounts at familiar venues from Miami to Palm Beach. Our special events team is also active in everything from NASCAR to Festivals and Boat Shows.

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

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 renew our agreement to serve the City at the War Memorial Auditorium for an extended period. PCI can provide the on-site management and equipment, coupled with a vast amount of experience that will truly enhance the concessions operations at the Auditorium and provide the consistency that has given us our success during the past twenty-seven years. Regardless of the event, PCI will provide a clean, well-stocked operation, and a courteous staff. PCI has always considered War Memorial Auditorium 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
800 N.E. 8th Street, Ft Lauderdale, Florida 33304
954-566-8557 • Fax 954-566-0966

Attachment 6
Operational Plan

A. All sales conducted in the main concession stand and other satellite/portable areas within the Auditorium will be done through the use of Sharp/Casio programmable cash registers. All PCI employees will be trained in the use of these registers prior to conducting any sales. Dennis Manieri and P.J. Wear will be responsible for register training programs. Register tapes show detailed reports including the quantity of each item sold as well as the cash value. We have included an example of these tapes as part of our proposal.

B. PCI utilizes a minimum of subcontractors for its operation at WMA. In those rare cases where subcontractors are used, they will be required to use cash registers if electric is available. In those cases outside where no electric is available, all PCI locations and subcontractor locations will use an inventory sheet system to be counted and verified by a PCI manager or his/her designee. We have included an example of a commonly used inventory form as part of our proposal.

C. Sanitation of all concessions areas is a priority at PCI. All PCI employees are trained in State of Florida Department of Health food and sanitation requirements. All key PCI staff and managers are certified food handlers. Their certificates are posted in the main concession at WMA. Sanitation of all areas takes place as each event is happening as well as at the close of each event. Our years of experience have taught us to "Clean as you go...don't wait till the end". Professional pest control is contracted by PCI to Advantage Pest Control of Pompano Beach, FL. Advantage maintains service on a regular basis for all concessions areas within WMA.

D. All applicable food and beverage licenses have been included on the following pages as part of this proposal. This includes our newest license – the series 11- PA full liquor license.

E. Dennis Manieri, president of PCI, is responsible for all employees training in regards to customer service. Mr. Manieri is a professional educator and has over 40 years of concessions experience. This combined experience makes him the logical choice for employee training. Both Dennis Manieri and Bruce Beck, co-owners of PCI have always had a philosophy of friendly courteous service. Ask anyone who knows PCI and they will all tell you "The friendly service starts with management and continues through the employees". We have been blessed with some the nicest, friendliest, and hardest working employees a company could ask for. We like to believe it is a reflection of their management. Our alcohol awareness program is implemented using the "TIPS" training program. All employees involved in the sale of alcoholic beverages are required to be "TIPS" trained. Several PCI staff members are certified TIPS trainers. P.J. Wear is responsible for food preparation and sanitation training. We have enclosed information on the "TIPS" program and food manager certification as part of our proposal.

we move food...

PROFESSIONAL
CONCESSIONS, INC.

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

F. PCI proposes a combination of embroidered polo shirts or embroidered t-shirts for all concession employees. Catering events usually require traditional black/ black or white/black uniform attire. Examples of embroidered uniforms are attached.

G. Additional information including drug free workplace, litigation, minority assurance, and mobile equipment are also attached.

we move food...

Attachment 6A

POS/Register Control System

PCI understands the importance of strict cash control procedures. We currently use Sharp/Casio programmable cash registers to provide cash and inventory control. We have had great success with these units at several of our other venues. This is an example of an end of shift printout from the register which is reported monthly to auditorium management.

PROFESSIONAL CONCESSIONS
WAR MEMORIAL AUDITORIUM
XE-A302

05/10/2013 10:18PM 01
000000#7050 CLERK01

Z1

GT1	$00000587036.55
GT2	$00000591465.46
GT3	-00000004428.91
TR	$00000000000.00

DEPT

D01	139Q	
DEPT.01		$598.50
*DEPT TL	139Q	
		$598.50
DEPT(-)	0Q	
		$0.00
*BTTL TL	0Q	
		$0.00
BTTL(-)	0Q	
		$0.00
* TRANS. *		
NET1		$598.50
NET		$598.50
NET2		$598.50
NO SALE	87Q	
TRANS CT	76Q	
NET3		$598.50
CASH	76Q	
		$598.50
****CID		$598.50
CA+CH ID		$598.50

PROFESSIONAL CONCESSIONS
WAR MEMORIAL AUDITORIUM
XE-A302

05/10/2013 10:18PM 01
000000#7049 CLERK01

Z1
* PLU *

	0001-1800
P0003	1Q
CHIPS	$1.00
P0013	2Q
LG JUICE	$6.00
P0015	6Q
SM CANDY	$9.00
P0016	1Q
LG CANDY	$2.00
P0018	2Q
FRIES	$6.00
P0023	14Q
WATER	$28.00
P0026	1Q
SM POPCORN	$3.00
P0037	1Q
PRETZEL	$3.00
P0038	6Q
NACHO	$30.00
P0040	4Q
CHICK BST SAND	$28.00
P0042	3Q
$7.00 SPECIAL	$21.00
P0045	2Q
P0059	17Q
HOT DOG	$51.00
P0060	1Q
SAUSAGE	$4.00
P0062	14Q
CH TEND PLAT	$98.00
P0067	1Q
SM BEER	$6.00
P0068	12Q
LG BEER	$96.00
P0069	13Q
WINE	$91.00
***TOTAL	139Q
	$598.50

WAR MEMORIAL FLOOR BAR
BEVERAGE INVENTORY

EVENT_____ STAND_____ DATE_____

ITEM	PRICE	ITEM START	ITEM +ADD	ITEM +ADD	=TOTAL	ITEM END CT	-CREDITS	-TRANFERS	=SOLD	SOLD X PRICE =SALES
SODA	2.00									
WATER	2.00									
RED BULL	5.00									
SMALL BEER CUP	6.00									
LARGE BEER CUP	8.00									
DOMESTIC PKG BEER	7.00									
PREMIUM PKG BEER	7.00									
10OZ COCKTAIL CUP	7.00									
16OZ COCKTAIL CUP	13.00									
WINE	6.00									

STAFF

CASH PICKUPS		

END CASH	
100	
50	
20	
10	
5	
1	
COIN	
TOTAL	

CASH TTL	
-BANK	
=RECEIPTS	
-INV TTL	
+/-	

WAR MEMORIAL FLOOR STAND
FOOD INVENTORY

EVENT_____ STAND_____ DATE_____

ITEM	PRICE	ITEM START	ITEM +ADD	ITEM +ADD	=TOTAL	ITEM END CT	-CREDITS	-TRANFERS	=SOLD	SOLD X PRICE =SALES
SODA	3.00									
WATER	3.00									
GATORADE	3.00									
COFFEE	2.00									
JUICE	2.00									
PIZZA	4.00									
BURGER BUN	5.00									
FOOT LONG BUN	5.00									
CHICKEN BREAST	6.00									
PRETZEL	3.00									
LARGE POPCORN	4.00									
SMALL POPCORN	3.00									
CANDY	2.00									
CHIPS	1.00									

STAFF

CASH PICKUPS		

END CASH	
100	
50	
20	
10	
5	
1	
COIN	
TOTAL	

CASH TTL	
-BANK	
=RECEIPTS	
-INV TTL	
+/-	

WAR MEMORIAL SUBCONTRACTOR
FOOD INVENTORY

EVENT_____ STAND_____ DATE_____

ITEM	PRICE	ITEM START	ITEM +ADD	ITEM +ADD	=TOTAL	ITEM END CT	-CREDITS	-TRANFERS	=SOLD	SOLD X PRICE =SALES
LEMONADE CUP	4.00									
AREPA	3.00									
PRETZEL	3.00									
SAUSAGE BUN	7.00									
HOT DOG BUN	3.00									
KABOBS	8.00									

STAFF

CASH PICKUPS		

END CASH

100	
50	
20	
10	
5	
1	
COIN	
TOTAL	

CASH TTL	
-BANK	
=RECEIPTS	
-INV TTL	
+/-	

War Memorial Auditorium Concession Stand Closing Procedures

Concession Area

Hot Dog Roller – cleaned off cooked on grime with ice, wipe down with bleach water.

Pizza Warmer, Pretzel Warmer, Popcorn Machine, Nacho Warmer - clean out and wipe down with bleach water.

Ice Bins – wipe out with bleach water.

Countertops – wipe with bleach water.

Sinks – drain and wipe with bleach water.

Pull floor mats and hose down. Sweep and mop floor, replace mats

Kitchen

Flat Grill – clean with Mr. Muscle, coat with shortening and deli wrap, cover with flat pans. Empty grease tray.

Fryers – Skim debris from top of oil, cover.

Pizza Oven – Brush salt and crust debris from both ovens.

Wipe down all tables and equipment with bleach water.

All areas, lift mats, sweep and mop floor.

Periodic Cleaning Procedures

Day after event:

Fryers – Strain oil.

Refrigerator – Remove all perishables.

Hose down floor mats.

Check for signs of pest activity.

Monthly

Pro-Tech Pest Control – Mid-month or as frequently as necessary.

Double Eagle Technician to clean beer lines.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

850.487.1395

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

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

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

BEV1618634 ISSUED: 02/27/2013
RETAILER OF ALCOHOLIC BEVERAGES
PROFESSIONAL CONCESSIONS INC
WAR MEMORIAL AUDITORIUM
CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch.561 FS.
Expiration date: MAR 31, 2014 L1302270004203

The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org.

DETACH HERE

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

LICENSE NUMBER	SERIES	TYPE
BEV1618634	11PA	C

The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED
Under the provisions of Chapter 561 FS.
Expiration date: MAR 31, 2014
CONSUMPTION ON PREMISES ONLY

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

VIVA FLORIDA 500

RICK SCOTT
GOVERNOR

ISSUED: 02/27/2013 SEQ # L1302270004203
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2012 – 2013

Venice of America

BUSINESS TAX
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 592410 Business Name: PROFESSIONAL CONCESSIONS INC
Business Address: 800 SANDY NININGER DR
Tax Category: RESTAURANT TAKE OUT Tax#: 592410 Fee:
DELI, ETC

PROFESSIONAL CONCESSIONS INC
DENNIS MANIERI
800 NE 8 ST
FORT LAUDERDALE, FL 33304

*****DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE*****

Business ID:	592410
Tax Number:	592410
Business Name:	PROFESSIONAL CONCESSIONS INC
Business Address:	800 SANDY NININGER DR
Business Owner:	DENNIS MANIERI

- ✓ This Receipt issued for the period commencing October 1st and ending September 30th of the years shown above.
- ✓ If you have moved your business, please complete below and bring it into our office.
- ✓ A transfer of business location is subject to zoning approval. Please bring this receipt in to our office to obtain the necessary approval.
- ✓ If you have sold your business, please sign below and mail it to our office, or provide it to the Purchaser to bring into our office along with a Bill of Sale.
- ✓ A Transfer fee applies of 10% of the annual business tax fee, not less than $3.00, no more than $25.00.

Purchaser Name: _____ _____
Print Name Signature

Seller Name: _____ _____
Print Name Signature

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUILDING DEPARTMENT
BUSINESS TAX
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
TEL (954)828-5195 FAX (954)828-6929
WWW.FORTLAUDERDALE.GOV

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA:
Business Name: PROFESSIONAL CONCESSIONS INC

Receipt #: 175-167141
Business Type: LUNCH COUNTER/SNACK BAR (COUNTER)

Owner Name: DENNIS MANIERI
Business Location: 800 NE 8 ST
FT LAUDERDALE
Business Phone: 305-793-1971

Business Opened: 07/11/1986
State/County/Cert/Reg: Q1032
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
	20			

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DENNIS MANIERI
800 NE 8 STREET
FORT LAUDERDALE, FL 33304

Receipt #01B-11-00019278
Paid 07/16/2012 45.00

2012 - 2013

1:36:22 PM 5/15/2013

Licensee Details

Licensee Information

Name:	**PROFESSIONAL CONCESSIONS INC** (Primary Name) **WAR MEMORIAL AUDITORIUM** (DBA Name)
Main Address:	**800 NE 8 ST** **FORT LAUDERDALE Florida 33304**
County:	**BROWARD**
License Mailing:	**800 NE 8 ST** **FORT LAUDERDALE FL 33304-2867**
County:	**BROWARD**
LicenseLocation:	**800 NE 8 ST** **FORT LAUDERDALE FL 33304-2867**
County:	**BROWARD**

License Information

License Type:	**Permanent Food Service**
Rank:	**Non-Seating**
License Number:	**NOS1612426**
Status:	**Current,Active**
Licensure Date:	**01/01/1901**
Expires:	**12/01/2013**
Special Qualifications	**Qualification Effective**
Plan Review	**02/06/2004**

View Related License Information
View License Complaint
View Recent Inspections

1940 North Monroe Street, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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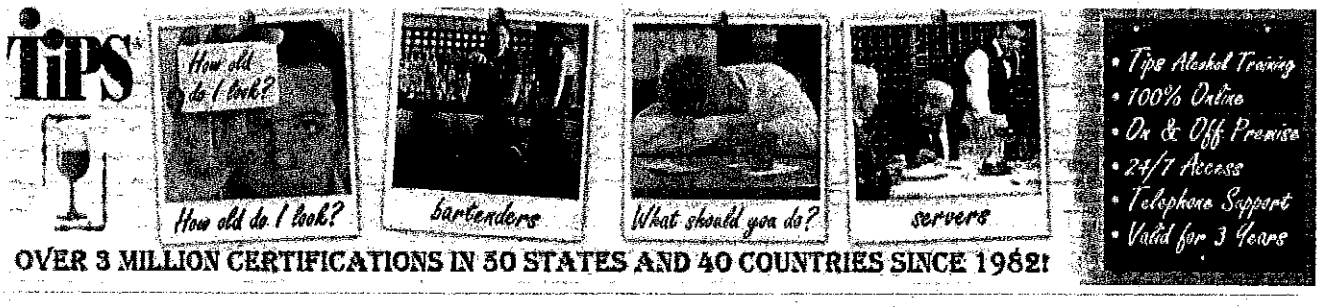
Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.



Florida TIPS Certification Online

Responsible alcohol training is not mandated by the state of Florida. However, some Florida Insurance companies have made certification mandatory for the bars to purchase liquor liability insurance. The state of Florida does offer mitigating benefits to servers who have been certified in the event of violations.

TIPS On-Premise, Off-Premise and TIPS Gaming online courses are all accepted statewide in Florida. Sign up below or visit the course of you choice using the "TIPS Online Courses" menu to the upper left for detailed information.

TIPS Alcohol Training Online is accepted statewide for use in Florida.

Choose Your Online TIPS Course Below:

Register For TIPS On Premise Only $40	Register For TIPS Off Premise Only $40	Register For TIPS Casino & Gaming Only $40
Bars & Restaurants	Liquor Stores	Casinos & Gaming

Please Be Sure to Click on the Correct Course For Your Establishment!

Why Should I Take the TIPS Online Training Course for Florida?

Florida has a tourist based economy with people from all over the world visiting bars and restaurants with a vacation attitude and different appearing ID's. The TIPS alcohol course gives special priority to people skills, in that it focuses on how service professionals can notice when different types of people are intoxicated, awareness in confronting customers when they've had one drink too many and how to notice a fake ID.

TIPS now offers online training, providing the full benefits of the program, but at a much lower cost and in the comfort of your own home.

With so much at stake, TIPS has made it less complicated for prospective alcohol servers to get certified. By providing an online platform, certification only take 2 to 3 hours at a much lower cost and in an environment where you can go at your own pace. Take the course at home or anywhere with a wifi connection.

TIPS® (Training for Intervention ProcedureS)

is the global leader in education and training for the responsible service, sale, and consumption of alcohol. Proven effective by third-party studies, TIPS is a skills-based training program that is designed to prevent intoxication, underage drinking, and drunk driving.

Over the past 25 years, TIPS has certified over 3 million participants. TIPS has certified participants in all 50 states and over 40 different countries.

Part #	Session #	First Name	Last Name	Pass/Fail	City	State	Organization
3082246	On Premise	26305208/20/2011	WILLIAM L	WATSON	Y(95%)	Jacksonville FL	Professional Concessions IncSouth Florida Fair
3082247	On Premise	26305208/20/2011	BETTY S	WATSON	Y(95%)	Jacksonville FL	Professional Concessions IncSouth Florida Fair
3082248	On Premise	26305208/20/2011	LEAH N	BURROW	Y(83%)		Professional Concessions IncSouth Florida Fair
3082249	On Premise	26305208/20/2011	JILL M	GLICKSTEIN	Y(95%)	Jacksonville Beach FL	Professional Concessions IncSouth Florida Fair
3082250	On Premise	26305208/20/2011	LORI A	BLACK	Y(83%)	Jacksonville FL	Professional Concessions IncSouth Florida Fair
3082251	On Premise	26305208/20/2011	AUDREY A	MURPHY	Y(80%)		Professional Concessions IncSouth Florida Fair
3082252	On Premise	26305208/20/2011	CARISSA J	STAUFFER	Y(93%)	Saint Augustine FL	Professional Concessions IncSouth Florida Fair
3082253	On Premise	26305208/20/2011	MELISSA E	KAFEL	Y(90%)		Professional Concessions IncSouth Florida Fair
3082254	On Premise	26305208/20/2011	LORA L	KAFEL	Y(88%)	Emmaus PA	Professional Concessions IncSouth Florida Fair
3082255	On Premise	26305208/20/2011	SHIRLEY A	SULLIVAN	Y(80%)		Professional Concessions IncSouth Florida Fair
2920687	On Premise	25004411/30/2010	THOMAS L	TWYFORD	Y(90%)	West Palm Beach FL	Professional Concessions IncSouth Florida Fair

2920688On Premise 25004411/30/2010 ANGEL M ZAPATAY(93%) Wellington FL Professional Concessions IncSouth Florida Fair

2920689On Premise 25004411/30/2010 THERESA A LEPORE Y(93%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

2920690On Premise 25004411/30/2010 JOHN H SHORB Y(90%) Okeechobee FL Professional Concessions IncSouth Florida Fair

2920691On Premise 25004411/30/2010 WILLIAM E PRUITT Y(95%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

Part # Session # First Name Last Name Pass/Fail City State Organization

2409301On Premise 20611206/18/2008 JENNIFER A KELTER Y(85%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

2409302On Premise 20611206/18/2008 RICHARD D RAY Y(85%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

2409303On Premise 20611206/18/2008 MICHAEL J NAVJALIS Y(80%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

2409304On Premise 20611206/18/2008 VALERIE L NICHOLS Y(88%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

2409305On Premise 20611206/18/2008 ESTHER VEDERNJAK Y(80%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

2409306On Premise 20611206/18/2008 MICHAEL A PINERA Y(83%) Atlantis FL Professional Concessions IncSouth Florida Fair

2409307On Premise 20611206/18/2008 SALVATORE A RONGA Y(88%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

2035855On Premise 17144608/18/2006 HAILEY L KRELLNER Y(85%) Wellington FL Professional Concessions IncSouth Florida Fair

2035856On Premise 17144608/18/2006 SEAN D DOLAN Y(93%) Royal Plm Beach FL Professional Concessions IncSouth Florida Fair

2035857On Premise 17144608/18/2006 AMBER R LAUDEN Y(90%) West Palm Bch FL Professional Concessions IncSouth Florida Fair

2035858On Premise 17144608/18/2006 ADAM E UNGER Y(88%) Loxahatchee FL Professional Concessions IncSouth Florida Fair

2409308On Premise 20611206/18/2008 AL VEDERNJAK Y(83%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

1847815On Premise 15427808/31/2005 NORILIEN DROPHETE Y(85%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

1847816On Premise 15427808/31/2005 BRUCE E BECK Y(93%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

Part #	Session #	First Name	Last Name	Pass/Fail	City	State	Organization

1847817On Premise 15427808/31/2005 SALVATORE A RONGA Y(93%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

1847818On Premise 15427808/31/2005 STEPHANIE A BECK Y(90%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

1847819On Premise 15427808/31/2005 RICHARD J CONTI Y(85%) West Palm Beach FL Professional Concessions IncSouth Florida Fair

Certified Professional Food Manager

designation has been conferred upon

DENNIS J MANIERI

who has met all the professional requirements for certification in food service safety and sanitation.

Exam 0702 Recognized By Conference For Food Protection

Bonnie Miller, Test Development, Food Safety Programs

Certificate No: 1736135
Exam Date: 11/15/12
Test Code: 6203040702
Certificate expires no later than: 11/15/17

Congratulations! You have passed the National Certified Professional Food Manager examination. Your name has been added to the National database of Food Managers.

DENNIS J MANIERI
2213 NE 16 CT
FORT LAUDERDALE, FL 33305

Prometric Score Report

Congratulations! You passed the Certified Professional Food Manager examination.

Your Score is as follows:

Score	Status	Exam Date
88	PASS	11/15/2012

This is to certify that

DENNIS J MANIERI

has met the necessary requirements for Food Manager Certification.

Exam 0702 Recognized By Conference For Food Protection

#: 132-42-2337 Exam Date: **11/15/12**
Prometric 800.624.2736

1260 Energy Lane
St. Paul MN 55108 800.624.2736

Certified Professional Food Manager

designation has been conferred upon

PJ WEAR

who has met all the professional requirements for certification in food service safety and sanitation.

Exam 0702 Recognized By Conference For Food Protection

Bonnie Miller, Test Development, Food Safety Programs

Certificate No: 1736134
Exam Date: 11/15/12
Test Code: 6203040702
Certificate expires no later than: 11/15/17

Certified Professional Food Manager

designation has been conferred upon

KATHY E QUILL

who has met all the professional requirements for certification in food service safety and sanitation.

Exam 0601 Recognized By Conference For Food Protection

Bonnie Miller, Test Development, Food Safety Programs

Certificate No: 1736133
Exam Date: 11/15/12
Test Code: 6203040601
Certificate expires no later than: 11/15/17

FLORIDA RESTAURANT ASSOCIATION

SAFESTAFF

Foodhandler Certificate Program

How to Use This Guide iv

Section 1: Starting Out with Food Safety 1

What a Foodborne Illness Is 2
How Foods Can Become Unsafe 3

Section 2: Ensuring Proper Personal Hygiene 5

How You Can Contaminate Food 6
When and How to Wash Your Hands 7
How to Use Gloves Properly 7

Section 3: Purchasing, Receiving, and Storing 10

When to Accept or Reject a Delivery 11
How to Calibrate and Use a Thermometer 12
How to Properly Store Food 12

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How to Use This Guide

The State of Florida mandates that ALL FOODSERVICE EMPLOYEES BE TRAINED IN FOOD SAFETY NO LATER THAN JANUARY 1, 2001. All new hires after November 1, 2000 have sixty (60) days to comply and the training is valid for three (3) years. These requirements are spelled out in Section 509.049, Florida Statutes, and Rule 61 C-4.023 (6), Florida Administration Code. Training must be administered by a Certified Professional Food Manager (CPFM) using a state approved program. The Florida Restaurant Association (FRA) has been selected as the State's approved provider.

SafeStaff® was designed to teach the basics of food safety. It focuses on the six mandated key principles: controlling time and temperature when handling food, ensuring proper personal hygiene, preventing cross-contamination, proper cleaning and sanitizing, the causes and effects of major foodborne illnesses, and ensuring proper vermin control.

The training program can be provided in-house or by using an outside consulting firm as long as the trainer is a CPFM. Enclosed are a certificate, wallet card, and a Scantron sheet. At the end of the training session, have each employee complete the attached Scantron sheet which must be collected and mailed back to FRA, 777 South State Road 7, PMB 6651, Margate, Florida 33068 for processing.

It is required that the names of all trained employees be kept in a database held by the FRA. The FRA will validate that you have trained your employees by sending a "verification of training report" to you. A copy of this report will be sent to the Division of Hotels and Restaurants on the 1st and 15th of each month.

Failure to return the Scantron sheet to the FRA will make the training of your employee unverifiable with the FRA and the Division of Hotels and Restaurants. The certificate and wallet card can be filled out and signed by the CPFM. Certificates can be kept on file and the wallet card given to the employee. The employee's social security number will be used as their foodhandler number.

Training Steps:

1. Before each section ask your employees to answer the What Happened question.
2. Go through the content with your employees.
3. Work through the Learning Activities and Exercise section with your employees. The answers are located at the end of the guide.
4. When the training is complete, have your employees answer the Test Your Knowledge questions. Use this test to see how well your employees have learned the material.
5. If your employees miss any of the Test Your Knowledge questions, have them review the related content to ensure that they understand it.
6. Help your employees properly fill out the Scantron sheet. Fold the sheet in the pre-folded area only.
7. Collect the Scantron sheets, place them in an envelope, and mail them to FRA, 777 South State Road 7, PMB 6651, Margate, Florida 33068. If you have any questions or you wish to order more guides please call 1-866-FRA-SAFE (372-7233).

PCI PROFESSIONAL CONCESSIONS, INC.

we move food...

Employee Handbook

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First and Foremost.....Customer Service

** Have a SMILE on your face!

** Greet customers by Saying "HI, HOW MAY I HELP YOU?"

** When taking the customers order, repeat back to them to assure no misunderstanding.

** Once the order is given to the customer, you should ask "IS THERE ANYTHING ELSE I CAN HELP YOU WITH?"

** When the order is completed, TELL THE CUSTOMER THE TOTAL AMOUNT DUE and make the transaction (either cash or credit card).

** If the transaction is cash, you should say the total amount "OUT OF" the size bill you are given. (example...."That will be $11 out of $20"). You should also tell the customer the amount of change they are being given or count it back to them ($9 change). Credit card transactions will be explained further on.

** Once the transaction is completed, simply say "THANK YOU" or you may say "THANK YOU AND ENJOY THE (game, match, concert.....event)

** Be aware of your conversations and language in hearing of customers.

** Have a SMILE on your face!

Cash Handling and Credit Card Procedures

If the transaction is cash, you should say the total amount "OUT OF" the size bill you are given. (example...."That will be $11 out of $20"). You should also tell the customer the amount of change they are being given or count it back to them ($9 change).

All cash should be placed directly in your cash tray. While it is not always possible, an attempt should be made to keep bills dry and orderly, face up in one direction. Cash should never be put in your pockets, including tips. Regular pickups will be made to clear large bills from the tills.

Most transactions will be cash. However, more and more are debit and credit cards. It is your responsibility to learn the workings of the credit card machines. Ask questions if you are confused. There is always a person in each stand that is knowledgeable. It is imperative that credit card slips are kept dry and in order. Certain machines require two copies be kept before the customer copy is printed. If there is a paper problem, call for help and do not let anyone use the machine until it is reprinted.

All your credit card transactions are to be initialed by you. You will be held liable for transactions that cannot be recovered because of improper procedures.

Attendance

You are expected to arrive on time and ready for work. If you need to be late, we expect a call. If you cannot come in, we expect a call and an effort to be made to replace yourself. When you are called for an event, you are given a time to arrive. Please write this down. We do not need additional calls all day for reminders of the arrival time.

Dress Code

Employees should report in the PCI shirts provided, clean and unwrinkled. Preferable collared shirts to the concerts and evening events. Jeans should be reserved for cooks and runners. Service personnel should wear slacks, capris or shorts, in good repair. Sandals are not recommended. Bartenders and Cocktail servers should wear black.

Employee Food and Beverages

If PCI is providing food at the event, certain items will be available to our staff for one meal per shift. If specific beverages are not designated, you may consume from your inventory but must credit it on the inventory sheet. Red Bull and alcoholic beverages are not part of the employee menu. Other specialty items may be excluded as well. Alcoholic beverages are never to be consumed unless at direct consent of management.

Cell Phones and Smoking

Cell phones should be left in their carriers until a break. They are never to be used in the stand in front of customers. Smoking is in designated areas only. If you are found on frequent breaks, your events may become less frequent.

Tip Handling

All of you will be generating tips. Depending on the situation, tips will be handled as follows:

In ALL situations, 20% of all tips is to be given to the office for the runners. The ONLY exception....Cocktail Servers are to tip

their bartender 20%, the bartender, in turn, will tip out 20% for the runner,

All tips are to be kept in view of all in the stand. No one person is to take control of the tips. One container should be selected to hold the overflow from the tip cup and it is to be counted by all in the stand together and divided equally, when all work is done and you are ready to sign out. We will redeem small bills for large from the office. A breakdown is to be turned in with the 20% tip out of the total tips generated, the tip out amount and the amount each employee received.

Any varying from this is essentially stealing from your fellow employees.

Inventory Procedures

Each stand starts with a set inventory. Additional product will be brought to you as needed. Damaged items should be credited in the proper column. Cups cannot be given out as they are counted. Cups are NEVER to be refilled. A new cup is to be provided for each transaction.

It is your responsibility to maintain this paperwork and keep it dry and legible. All additions to your stand are to be noted and an ending inventory taken. Do not allow the runners to remove product unless you have counted it. All inventories are to be extended and balanced before you leave.

Parking and Admittance

Each venue will have it own rules for employee parking. There will usually be parking attendants. Things will change from event to event, even at the same facility. We will do our best to apprise

you of the requirements but please do not give the attendants a hard time. Park where they designate.

Everyone is provided a PCI shirt and credential. They are needed for admittance to our events. Sometimes a wristband may also be required. If you have a problem getting in to work, call. Someone will help you.

Do not ever use your PCI credentials to gain entrance to an event that you are not working. It is recommended that if you purchase tickets to an event, call and alert us that you will be attending so there will not be an appearance of impropriety.

Visitors to the Workplace

If you are working, friends and relatives should not be near your area. They may be asked to move on if they remain. Your full attention is to be on your customers and your job.

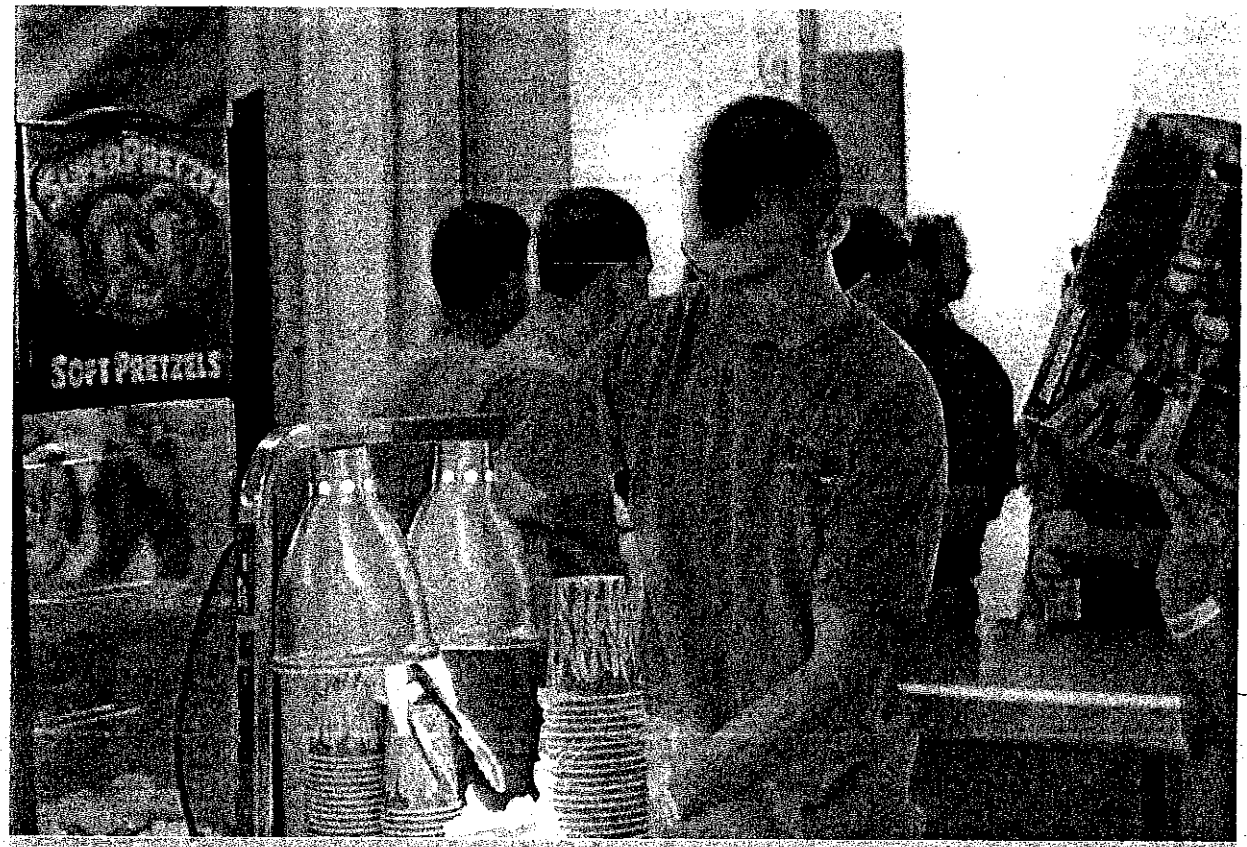
Employee to Employee

Staff members should handle each other as "fellow workers." No one should be expected to do more or less than others If a situation arises it should be brought to the manager on duty. There should be no episodes, especially in the presence of customers.

Personnel Data Changes

If you move, change your phone number or bank account, you must notify us. If you do not, we cannot call you to work and you pay will end up in limbo somewhere.

SHARP


SOFT PRETZELS

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

Drug-Free Workplace

Professional Concessions Incorporated hereby affirms that we will comply with the City of Fort Lauderdale's' Drug-Free workplace policies in the operation of the War Memorial Auditorium.

Dennis J. Manieri
President – Professional Concessions Inc.

5/15/13
Date

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

Minority Hiring Assurance Statement

Professional Concessions Incorporated hereby affirms that we will comply with the City of Fort Lauderdale's non-discrimination policy, acknowledge any percentage goals established on the project and agree to engage in good faith effort solicitation of approved minority firms to achieve the project goals stated.

Dennis J. Manieri
President – Professional Concessions Inc.

5/15/13
Date

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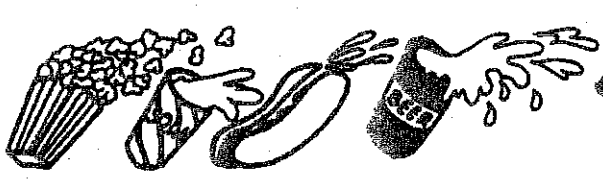
Litigation Information

We are pleased to report that there have been no litigation circumstances for Professional Concessions to report.



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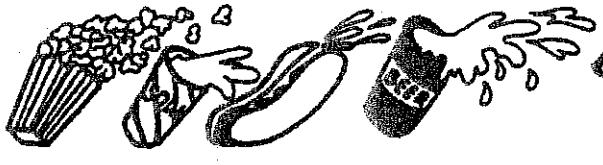
Mobile Equipment

Professional Concessions owns approximately 14 different trailers designed for a variety of food and beverage uses. Most are designed for portable concessions service. Some serve as catering support for special events and disaster relief food supply. Others are for transporting of equipment.

We also have in our inventory a wide variety of portable carts for serving beverages, hot dogs, lemonade, frozen lemonade, pretzels, ice cream, arepas, bar-b-que, roasted nuts, pizza, smoothies, fresh fruit, funnel cakes, popcorn, coffee, and many other items.

Our established relationship with reputable subcontractors enables us to offer even more of a variety of cart items than listed above (i.e. Greek specialties, Middle Eastern foods, Caribbean foods, Mexican foods, Bar-b-que items, etc.) PCI certifies that all subcontractors are state of Florida registered businesses. They are also fully insured



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Attachment 7
Proposed Concessions Menu

Hot Dog (Sabrett 8-1)	$2.50
Hot Dog (Sabrett 6-1)	$3.50
Foot Long Hot Dog (4-1Hebrew Natnl.)	$5.00
Hamburger (Quarter Lb. Beef 80/20)	$4.00
Hamburger (Third Lb. Beef 80/20)	$5.00
Grilled Chicken Breast Sandwich 4 oz	$6.00
Italian Sausage Sub(Peppers & Onions)	$7.00
Polish Sausage 5-1	$4.00
Cheese Steak Sub (Peppers & Onions)	$6.00
Burger Basket (w/Fries)	$7.00
Chicken Tender Basket (w/Fries) 4 oz	$7.00
Chicken Wing Basket (w/Fries) 8 pc	$7.00
Chicken Pita Sandwich	$8.00
Greek Gyros Sandwich	$8.00
Rib Eye Steak Sandwich 6 oz	$8.00
Red Beans & Rice	$4.00
Skirt Steak & Rice Platter	$8.00
Roast Pork & Rice Platter	$7.00
BBQ Beef or Pork Sandwich	$6.00
1/3 Rack BBQ Pork Ribs	$8.00
8 oz Turkey Leg	$8.00
6 oz Chicken Kabob	$8.00
6 oz Pork Kabob	$8.00
6 oz Brazilian Chicken Kabob	$8.00
Garcia Smoked Sausage 3-1	$5.00
6 oz Arepa	$3.00
Nachos w/Cheese (5x6)	$3.00
Ultimate Nachos (6x8)	$5.00
Fish Sandwich 4 oz	$6.00
Sub Sandwiches (Turkey, Tuna, Ham & Cheese, Egg Salad, Chicken Salad, Mixed Cold Cut) Block & Barrel	$7.00
Wrap Sandwiches	$7.00
Vegetarian Wrap	$6.00

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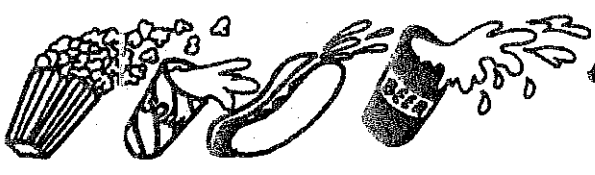
Garden Salad	1 lb	$6.00
Caesar Salad	1 lb	$5.00
Specialty Salads (Chicken Caesar, etc)		$8.00
Taco Salad	1 lb	$8.00
Greek Salad	1 lb	$6.00
French Fries/Onion Rings – small	14 oz	$2.00
French Fries/Onion Rings – large	24 oz	$3.00
Jumbo Hot Soft Pretzel	4 oz	$3.50
Churro – 16 in		$3.00
Funnel Cake	6 oz	$5.00
Personal Pizza 6 in		$5.00
Pizza Slice	1/6 of a 16 in pie	$4.00
Corn Dog	5-1	$4.00
Fried Mozzarella Sticks	6 pc	$5.00
Fresh Fruit	(banana or apple)	$1.00
Yogurt	5 oz	$2.00
Fresh Fruit Cup		$3.00
Veggies & Hummus		$5.00

Proposed Concessions Menu – Continued

Breakfast Sandwich			$3.00
Breakfast Burrito			$3.00
Donut			$1.00
Jumbo Muffins			$2.00
Bagel w/cream cheese			$2.00
Variety Potato Chips	1oz		$1.00
Roasted Peanuts	8 oz		$3.00
Popcorn	46 oz		$3.00
Popcorn	85 oz		$4.00
Assorted Cookies & Snacks			$1.00
Regular Size Candy			$1.50
King Size Candy			$2.00
Sno-Kone	14 oz		$3.00
Cotton Candy			$3.50
Fresh Squeezed Lemonade		16 oz	$3.00
Power Smoothies		16 oz	$4.00
Coffee	10 oz	Sm	$1.50



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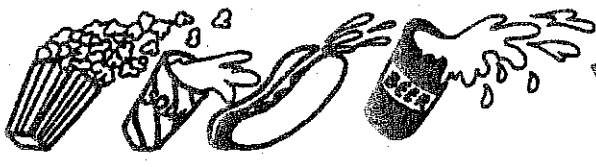
	14 oz	Lg	$2.00
Cappuccino	10 oz	Sm	$2.00
	14 oz	Lg	$3.00
Hot Chocolate	10 oz		$2.00
Herbal Teas	10 oz		$2.00
Fountain Soft Drinks	16 oz	Sm	$2.00
(Coca-Cola Products)	24 oz	Med	$2.50
	32 oz	Lg	$3.00
Bottled Water – 16.9 oz			$2.00
Bottled Water - 20 oz Dasani			$3.00
Bottled Juices	8 oz	Sm	$1.50
	12 oz	Lg	$2.50
Gatorade – 20 oz			$3.00
Frozen Lemonade	16 oz		$3.00
Italian Ices	8 oz		$3.00
Ice Cream 4 oz cone			$2.50
6 oz cup			$3.00
8 oz waffle cone			$4.00
Premium Ice Cream - bars			$3.00
Milk Shake 16 oz			$3.75
24 oz			$4.50
Ice Cream Sundae 12 oz			$4.50
Slushee			$2.00
Draft Beer		16 oz	$6.00
		24 oz	$8.00
Import/Premium Beers		12 oz	$7.00
Wine 8 oz.			$7.00
Jack Daniels Country Cocktails		10 oz	$6.00
Assorted Wine Coolers		10 oz	$6.00
Frozen Wine Based Cocktails		16 oz	$7.00
Cocktail – single		10 oz	$8.00
Cocktail - double 16 oz			$14.00

Additional menu items and specialty ethnic menu items also available



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Professional Concessions Inc.

Catered Function Menus

General Information

We would like to welcome you to War Memorial Auditorium. Our goal is to assist you in planning and executing your event in the best possible manner.

Menus

Our extensive menus are designed to cover any eventuality that might arise during your function and can be adjusted to include special requests. All buffet menus are based on a 2 hour serving period. All buffet pricing is based on a minimum of 100 guests. Full service pricing is based on a minimum of 150 guests. Prices quoted include heavy weight, black plastic serviceware and draping with floral décor for service tables. Guest tables and china, glass and silver will be quoted separately.

All prices, either posted or quoted are subject to 6% sales tax and 20% gratuity.

Prices can change without warning due to market fluctuations.
Arrangements confirmed by a signed agreement and advance deposit will be honored.

Professional Concessions Inc.

Catered Function Menus

Coffee Service

Regular and Decaf Coffee, Hot Tea
$3.00 per person, 1.5 hours
$2.00 per person each additional hour

Basic Continental Breakfast

Regular and Decaf Coffee, Hot Tea
Assorted Danish
Orange Juice
$5.00 per person, 2 hour serving period

Deluxe Continental Breakfast

Regular and Decaf Coffee, Hot Tea
Fresh Bagels and Cream Cheese
Assorted Danish
Doughnuts
Variety Juices
Seasonal Fresh Fruit
$8.00 per person, 2 hour serving period

Breakfast Buffet

Orange Juice
Seasonal Fresh Fruit
Scrambled Eggs
Bacon and Sausage or Ham
Home Fries
Assorted Rolls and Pastries
Regular and Decaf Coffee, Hot Tea
$10.50 per person, 2 hour serving period

Prices are subject to 6% sales tax and 20% gratuity

Professional Concessions Inc.

Catered Function Menus

Breakfast Menus

Deluxe Breakfast Buffet

Regular and Decaf Coffee, Hot Tea
Assorted Juices
Seasonal Fresh Fruit
Scrambled Eggs
Bacon and Sausage or Ham
Home Fries
French Toast or Belgian Waffles with toppings
Biscuits and Sausage Gravy
Assorted Rolls and Pastries
$12.95 per person
To add an Omelet Station $3.00 per person

Morning Break

Regular and Decaf Coffee, Hot Tea
Soda and Bottled Water
Coffee Cake or Danish
$4.00 per person per ½ hour break

Afternoon Break

Regular and Decaf Coffee, Hot Tea
Soda and Bottled Water
Deli Sandwiches
$7.00 per person per ½ hour break

Beverage Service

Regular and Decaf Coffee, Hot Tea
Soda and Bottled Water
$4.00 per person per 2 hour period

Prices are subject to 6% sales tax and 20% gratuity

Professional Concessions Inc.

Catered Function Menus

Brunch Menus

Brunch Buffet

Regular and Decaf Coffee, Hot Tea
Mimosas
Strawberries and Cream
Cheese Strata
Belgian Waffles
Bacon & Sausage or Ham
Assorted Rolls and Pastries
$12.95 per person

Deluxe Brunch Buffet

Regular and Decaf Coffee, Hot Tea
Champagne
Assorted Juices
Seasonal Fresh Fruit
Eggs Benedict with Hollandaise
French Toast or Belgian Waffles
Home Fries
Bacon, Ham or Sausage
Creamed Chicken on Pastry Shells
Sweet Rolls
$4.95 per person

Afternoon Tea

Regular and Decaf Coffee, Hot Tea
Assorted Petite Sandwiches
Seasonal Fresh Fruit
Vegetable Crudités
Miniature Pastries
$10.95 per person

Prices are subject to 6% sales tax and 20%gratuity

Professional Concessions Inc.

Catered Function Menus

Box Lunches

Assorted Deli Sandwiches
Ham, turkey, roast beef or vegetarian on a sub roll

Chicken Breast Sandwich
Seasoned Chicken Breast on a seeded bun

Chicken Caesar Salad
Seasoned Chicken Breast on dressed romaine

Chef Salad
Salad greens with julienne ham and cheese, egg and vegetables

Cobb Salad
Salad greens topped with diced turkey, blue cheese, bacon, avocado, tomato, cucumber and egg

Chicken and Tuna Salad Sandwiches
Savory chicken or tuna salad on a crispy Kaiser roll

Vegetarian Box
Fresh fruit and cheese, veggies and hummus

Each box includes a fresh baked cookie, bag of chips and beverage
$8.00 per box

Breakfast Box

Bagel with Cream Cheese
Fresh Fruit
Orange Juice
Regular and Decaf Coffee, Hot Tea
$6.00 per box

Snack Box

Cheese and Crackers
Carrot and Celery Sticks with Dip
Bag of Chips
Fresh Baked Cookie
Beverage
$6.50 per box

Tea Box

3 Finger Sandwiches
2 Pieces Miniature Pastry
Fresh Fruit Cup
Regular and Decaf Coffee, Hot Tea
$7.50 per box

Prices are subject to 6% sales tax and 20% gratuity

Professional Concessions Inc.

Catered Function Menus

Luncheon Buffet Menus

Luncheon Buffet #1

Garden Salad with assorted dressings, Caesar Salad or Tuscan Salad
Seasonal Fresh Fruit
Assorted Deli Sandwiches
Ham, Turkey and roast beef (vegetarian also if requested)
Variety of garnished, pickles and relishes
Fresh Baked Cookie Tray
Coffee, Iced Tea and Lemonade
$11.95
per person

Luncheon Buffet #2

Seasonal Fresh Fruit
Garden Salad with assorted dressings, Caesar Salad or Tuscan Salad
Grilled, Marinated Chicken, Penne a la Vodka or Swiss Steak
Scalloped Potato, Coconut Rice or Tuscan Vegetables
With fresh rolls
Gourmet Cookie Tray
Coffee, Iced Tea and Lemonade
$12.95 per person

Luncheon Buffet #3

Garden Salad with assorted dressings
Select 2
Cold Cut Tray with fresh rolls
Lasagna, noodles with meat sauce
Seafood Newburg with white rice
Pasta Primavera with Grilled Chicken
Penne a la Vodka
Oriental Chicken Breast with Peanut Sauce

Dessert Tray, featuring a selection of pastries and cookies
Coffee, Iced Tea and Lemonade
$14.95 per person

Prices are subject to 6% sales tax and 20% gratuity

Professional Concessions Inc.

Catered Function Menus

Dinner Buffet Menus

Choice of 2

Garden Salad with Assorted Dressings
Caesar Salad
Greek Salad
Seasonal Fresh Fruit
Fresh Vegetables & Hummus
Caprese Salad counts as 2

Choose 2

Garlic Green Beans with Potatoes
Oven Roasted Potatoes
Parslied Red Potatoes
Coconut Rice
Caribbean Vegetable Blend
Twice Baked Potatoes
Zucchini in Basil Butter
Real Mashed Potatoes & Gravy
Cajun Rice
Creamy, Herbed Vegetables
Glazed Carrots
Scalloped Potatoes

Choose 3

Grilled, Marinated Chicken Breast
Roast Beef Au Jus
Salmon with Citrus Glaze
Shrimp Creole
Pasta Primavera with Chicken
Chicken Marsala
Penne a la Vodka
Roast Pork Loin
Fettuccini with Portobello Mushrooms in White Wine Sauce
Poached Tilapia with Mango Salsa
Oriental Chicken with Peanut Sauce
Coq au Vin
Jambalaya

Carving Station, Roast Beef and Ham or Turkey
Minimum 75 persons at $2.00 additional per person as I of 3 entrees
Additional $4.00 per person if added to the 3 entrees

Assorted Cakes and Cookies
Rolls and Butter
Coffee and Iced Tea
$25.95 per person

Prices subject to 6% sales tax and 20% Gratuity

Professional Concessions Inc.

Catered Function Menus

Full Service Dinner

Appetizers
Choice of 1
Fresh Fruit Cup
Prosciutto wrapped Melon
New England Clam Chowder
Chilled Fruit Soup
Shrimp Cocktail $4.50 additional

Salads
Choice of 1
Garden Salad
Caesar Salad
Tuscan Salad
Caprese Salad Additional $1.00

Vegetables
Choice of 1
Garlic Green Beans
Oven Roasted Vegetables
Glazed Carrots
Caribbean Vegetable Blend

Potato, Pasta or Rice
Choice of 1
Mashed Potatoes and Gravy
Twice Baked Potatoes
Coconut Rice
Penne a la Vodka
Parslied Potatoes

Entrees

Grilled ¼ Chicken $22.95
Oriental Chicken Breast $22.95
Chicken and Broccoli Alfredo $22.95
N.Y. Strip Steak 8oz. $25.95
Shrimp w/ Fettuccini in white wine sauce $25.95
Stuffed Chicken Breast with white wine sauce $24.95
Filet Mignon 8 oz. $35.95
Roast Beef au jus $22.95
Baked Ham $22.95
Prime Rib 8 oz. $24.95 12 oz $29.95
Grilled Salmon $25.95

Dessert
choice of one
Layer Cake
Chocolate Mousse
Tiramisu
Crème de Menthe Parfait
Ice Cream or Sherbet

Rolls and Butter
Coffee and Iced Tea

Prices subject to 6% sales tax and 20% gratuity

Professional Concessions Inc.

Catered Function Menus

Cocktails and Hors d' oeuvres

Basic Menu

Fresh Vegetable Crudités
Seasonal Fresh Fruit with Cheese
Spinach Artichoke Dip
$12.95 per person

Add to your menu:

Full Cheese Table	$5.00 per person
Taco and Fajita Bar	$7.00 per person
Cold Shrimp on Ice	$9.00 per person

Additional Hors d'oeurves

(to be added to the basic menu)

Brie with Raspberries en croute
Spicy Chicken Wings w/ dipping sauces
Sweet and Sour Meatballs
Mini Crab Cakes w/ Remoulade
Oriental Chicken w peanut sauce
Stuffed Mushroom Caps
Chicken Quesadillas with seasoned cream
Chicken and Vegetable Kabobs
Smoked Sausage w/ currant sauce
Miniature Quiche
Spring Rolls
Crab Rangoon
Rumaki
Tomato and Basil Brushetta
Smoked Salmon

Choice of 3	$10.00 per person for 1 hour, minimum 50 guests
Choice of 4	$13.00 per person for 1 hour, minimum 50 guests
Choice of 5	$16.00 per person for 1 hour, minimum 50 guests

Action Tables

Roast Sirloin of Beef, Roast Turkey Breast or St. Louis Ribs Carving Station
Sliders, Chicken, Burger, Hot Dog, Sausage, Lobster Roll, Meatball Parmesan
Additional $6.00 per person for 2 items added to basic menu, minimum 100 guests

Pasta Station

Choice of 2 pastas
Sauces: Marinara, Alfredo, Garlic
Additional $5.00 per person added to basic menu, minimum 50 guests

Prices subject to 6% sales tax and 20% gratuity

Professional Concessions Inc.

Catered Function Menus

Bar Setups

Cash Bar

Draft Beer 16 oz $6.00
Domestic Package Beer $6.00
Premium Package Beer $7.00
Wine and Wine Coolers $6.00
Cocktails $7.00 – $13.00
Soda and Water $2.00
Bartender fee $10.00 per hour

Open Bar Pricing

Call Brands
$90.00 per bottle

Premium Brands
$130.00 per bottle

Wine
$15.00 per bottle

Specific wine and liquor requests can be accommodated and will be priced accordingly.

Champagne Toast
$3.00 per person

Bottled Beer
Domestic
$6.00
Premium
$7.00

Budweiser, Bud Light or Miller Light Kegs $110.00 each

Partial liquor and wine bottles will be inventoried by tenth to determine usage.

Prices subject to 6% sales tax and 20% gratuity

Professional Concessions Inc.

Catered Function Menus

Tween & Teen Parties

Options for Kid's Tables

Taco & Fajita Bar
Nacho Bar
Pizza Station, create your own personal pizza
Concession Station with burgers, hot dogs, chicken fingers & fries
Concession Stand with soft serve, cotton candy and sno-cones
Panini or Grilled Cheese Station
Slider Station with hot off the grill burger and hot dog sliders
Ice Cream Sundae Bar, soft serve ice cream with assorted toppings
Sweets Table, assorted bulk candies and cookies

Separate areas can be set for adults and kids.

Price will be quoted based on selections

Professional Concessions Inc.

Catered Function Menus

BBQ & Picnic Menus

BBQ #1
1/3 lb. Hamburgers
All Beef Sabrett Hot Dogs
Potato Salad
Cole Slaw
Garnish Tray
Relish Tray
$10.95 per person

BBQ #2
1/3 lb. Hamburgers
All Beef Sabrett Hot Dogs
BBQ Seasoned Chicken
Potato Salad
Brown Sugar Baked Beans
Garnish Tray
Relish Tray
Fresh Baked Cookies
Iced Tea and Lemonade
$13.95 per person

BBQ #3
Seasonal Fresh Fruit
1/3 lb. Hamburgers
All Beef Sabrett Hot Dogs
BBQ Seasoned Chicken
Golden St. Louis Ribs
Brown Sugar Baked Beans
Corn on the Cob
Garnish Tray
Relish tray
Brownie Tray
Iced Tea and Lemonade
$17.95 per person

BBQ #4
Seasonal Fresh Fruit
Smoked Sausage
BBQ Seasoned Chicken
Marinated Steak or BBQ Shrimp
Golden Spare Ribs
Brown Sugar Baked Beans
Corn on the Cob
Sweet & Sour Cole Slaw
Garnish Tray
Relish Tray
Brownie Tray
Iced Tea and Lemonade
$25.95 per person

All prices subject to 6% sales tax and 20% gratuity

Professional Concessions Inc.

Catered Function Menus

Reception Menus, Weddings, Anniversaries and Showers

Basic Reception Menu

Petit Sandwiches
Seasonal Fresh Fruit Tray
Fresh Vegetable with Hummus
Spinach-Artichoke Dip
1 Hors d'oeurves from the menu
Champagne Toast, Iced Tea and Lemonade
Gourmet Cookies
$16.95 per person

Deluxe Reception Menu

Petit Sandwiches
Seasonal Fresh Fruit Tray
Fresh Vegetable with Hummus
Spinach-Artichoke Dip
3 Hors d' oeurves from the menu
Champagne Toast, Iced Tea and Lemonade
Gourmet Cookies
$24.95 per person

Premium Reception Menu

Petit Sandwiches
Seasonal Fresh Fruit Tray
Spinach-Artichoke Dip
Fresh Vegetable with Hummus
Spinach-Artichoke Dip
3 Hors d' oeurves from the menu
Carving table with Turkey and Roast Beef
Assorted Miniature Pastries
Champagne Toast, Iced Tea and Lemonade
$32.95 per person

Prices are subject to 6% sales tax and 20% gratuity

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

Attachment

SUBCONTRACTOR	ITEMS	YEARS EXPERIENCE
✓ Alpine Fruit Ice 954-523-4456	Frozen Lemonade, Pretzels Fresh lemonade, Hot Dogs Arepas	15+
Banky's Conch 786-970-5433	Conch Salad, Fresh Fruit Conch Items	4+
✓ Joey's Ice Cream 954-849-1701	Ice Cream, Frozen Soda Cotton Candy, Sno-Kones	20+
Frozen Drinks Unlimited 561-252-1551	Frozen Cocktails Rum Runners, Margarita, Pina Colada	10
Winston's Catering 561-704-5217	Caribbean Food Items	12
Howie Waugh 561-818-3961	Jerk Bar-B-Que	5+
Taste of Africa 561-637-2302	African Specialties/Chicken & Beef	12
Festival Foods 754-224-9595	Turkey Legs, Seafood, Wraps, Greek Food	20+
Rib King/Ron Gilbert 561-396-0633	Ribs, Chicken, Bar-B-Que	15
Chan's Concessions Michael Chan	Chinese Food	18

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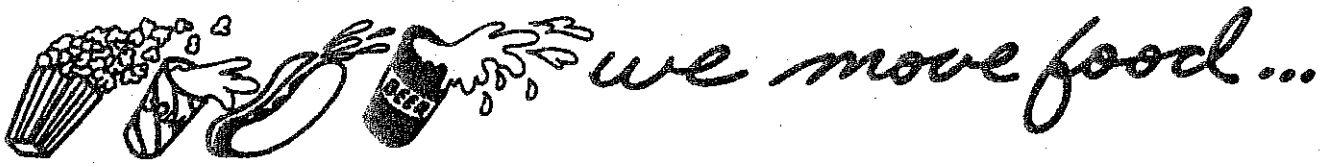
Attachment 8

Years of 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, Dennis Manieri, and PJ Wear 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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Department of the Treasury
Internal Revenue Service

Date of This Notice

07-25-96

07080397

If you inquire about your account, please refer to this number or attach a copy of this notice.

Employer Identification Number

59-2691892

PROFESSIONAL CONCESSIONS INC
3028 SW 63RD AVE
MIAMI FL 33155

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number. The number assigned to you is shown above. This number will be used to identify your business account and related tax returns and documents, even if you do not have employees.

Please keep a copy of this number in your permanent records. Use this number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number on all tax payments and tax-related correspondence or documents.

If your business is a partnership which must obtain prior approval for its tax year, the tax year you entered in Block 3 of your Form SS-4 does not establish a tax year. For guidance in determining if you must request prior approval and the method of doing so, see IRS Publication 538, Accounting Periods and Methods, available at most IRS offices.

For Exempt Organizations, please see the message on the reverse side.

Thank you for your cooperation.

575 B 1120

Form 5372 (Rev. 8-85)

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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

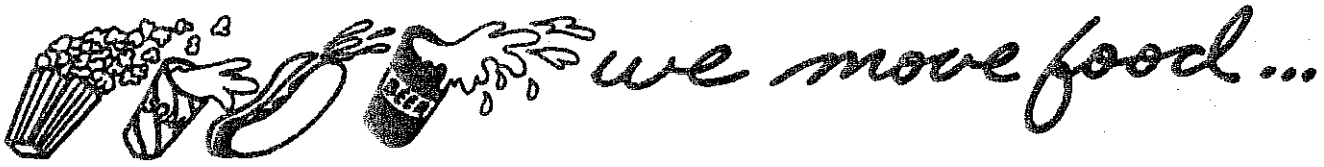
RESIDENCE: 2213 NE 16th Court, Ft. Lauderdale 33305

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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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 Lockhart Stadium, Davie Rodeo Arena, Pompano Amphitheatre, Mizner Park Amphitheatre.
- Design and execute all catering operations.
- Assist and execute various special events.

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

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

Rush Street, 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
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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CORPORATE OFFICERS RESUMES

NAME: Bruce E. Beck

DATE OF BIRTH: December 10, 1953

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

RESIDENCE: 17230 Gulf Pine Circle, Wellington, FL 33414

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

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

PCI PROFESSIONAL CONCESSIONS, INC.

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Attachment 10
Current Accounts (partial) w/ References

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 its 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.

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 Penttilla, City of Fort Lauderdale (954) 828-6362

HALL OF FAME AQUATIC COMPLEX - 501 Seabreeze Blvd., Ft. Lauderdale, FL 33316.
PCI managed the snack bar and provided special event food and beverage service for major swim meets for the City of Ft. Lauderdale at this nationally known facility from 1986 through 1993 when the snack bar was eliminated to create a new weight room. PCI is currently active as concessionaire for all major meets including the YMCA, Masters and Caribbean National meets. Contact: Mr. Jeff Stafford, Pool Director, City of Ft. Lauderdale, (954) 828-4580.

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 Fort Lauderdale Strikers and their parent company Traffic Sports Inc. The stadium is also the site for, international soccer matches, band & cheerleading competitions, high school sports, Miami Dolphins and Miami Hurricane scrimmages, and a variety of other events. Contact: Mr. Miguel Lopez, Stadium Manager, (305) 588-6111.

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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 Modzlinsky, Special Projects Director, Town of Davie (954) 797-1163

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

POMPANO BEACH AMPHITEATER AND FESTIVAL GROUNDS – 1801 NE 6TH St., Pompano Beach, FL. PCI is in our eighteenth year of food and beverage concessions including full liquor bars at this popular venue hosting concerts, festivals, comedy and a variety of entertainment through the City of 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: City of Pompano Beach (954) 786-4185.

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

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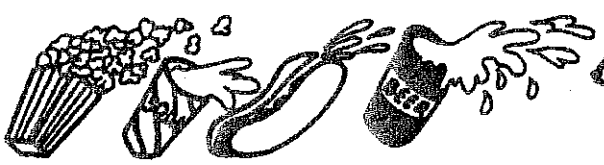
BAYFRONT PARK AMPHITHEATER – 300 Biscayne Blvd, Miami FL. Capacity 12,000. PCI is currently in our third year of operating full concessions at this newly renovated amphitheater on Biscayne Bay in downtown Miami. The venue hosts a wide variety of concerts, festivals and special events. Contact: Joe Nieman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

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

ST. AUGUSTINE AMPHITHEATRE – 1340 A1A South, St Augustine, FL. Capacity 4,000. This is one of PCI's newest accounts. This busy new facility hosts concerts, movie nights, festivals, civic and cultural events. St John's County management decided to go with the pros after several small local food service providers couldn't provide the quality and service they were looking for. The RFP review committee scored PCI with 98 out of a possible 100 points! PCI invested thousands of dollars in capital improvements, a 11-PA liquor license, equipment and signs to give the County the first class operation it deserves. Our first year 2008 was a huge success and we've been there ever since!. We look forward to a long relationship with our friends in St Augustine. Contact: Mr. Ryan Murphy, Amphitheatre Manager (904) 209-3751

SUNSET COVE AMPHITHEATER – 12551 Glades Road, Boca Raton, FL33498, Capacity 6,000+. PCI is currently in our third year of operating food and beverage concessions for several promoters at this popular and busy new Amphitheater located in South County Regional Park. We have served crowds of 6,000+ for acts including the Zack Brown Band and Sublime/Slightly Stoopid. No permanent concessions....PCI builds it all, operates it, and tears it down every show! Contact: Palm Beach County Parks and Recreation: (954) 290-4403.

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



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

MARK LIGHT STADIUM – 5800 San Amaro Dr., Coral Gables, FL 33416. Capacity 8,000.
Mark Light is the home of the five-time National Champion University of Miami Hurricane Baseball Team. "The Light" is always busy with UM regular season play, regional and super regional tournaments as well as summer and winter baseball camps. PCI won a three year contract in 1986, replacing a national food service company. Lines were long, and the university felt that service and quality were poor. PCI completed the three-year contract and University administrators and loyal fans were so happy they awarded PCI four consecutive four-year contracts, which started in 1989. We are currently starting our 26th season as the official concessionaire for Hurricane Baseball. Our current contract runs through 2013. The Hurricanes are consistently among college baseballs attendance leaders. Contact: Mr. Ira Stanley, Athletic Facilities Manager (305) 284-2923.

UNIVERSITY OF MIAMI ATHLETICS – Hecht Athletic Complex, Coral Gables, FL 33416.
PCI also serves as food and beverage concessionaire for track and soccer events at UM's Cobb Stadium on campus and Woman's basketball concessionaire at the Knight Sports Complex also on the main campus. Contact: Mr. Ira Stanley, Assistant Athletic Director (305) 284-2923.

FT. LAUDERDALE 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. 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. These facilities include the new FIU Football Stadium, Golden Panther Arena, Baseball, Track, and Soccer. These new facilities with capacity 19,000 are located on the main campus of Florida International University. Our contract provides food and beverage sales at all athletic events . Contact: Mr. Heath Glick, FIU Athletic Department, (305) 348-6711.

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Tab 10
Additional Concessions References

AJ Wasson	Live Nation Worldwide – Chief Financial Officer (954) 626-7878
Ben Maoz	Alpine Concessions – Owner/President (954) 494-8610
Andrew Holtsinger	Palm Beach County – Director/Special Facilities (954) 290-4403
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
Lewis Medansky	Barrett-Jackson – Event Coordinator (480) 370-7099
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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Marc Hansen	Pride South Florida – Chairperson (954) 632-3960
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
Mark Boudreau	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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Larry Sonin	PCI Expos – Kids and Golf Expo Producer (954) 445-4999
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
Karla Guadamuz-Davis	Fight Time Productions – MMA Event Promoter (786) 543-1177
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
Troy Weekley	Weekley Bros Pro Rodeo – President (954) 325-5682
Wesley Hardin	FIU Athletics – Athletic Facilities Director (786) 423-5735
George Perley	AEG Live Southeast – Senior Production Manager (561) 681-5612
Wayne Powell	Concessions Manager – Show Management Inc. Ft. Lauderdale, FL (954) 764-7642
Tony Hernandez	Athletic Business Controller – University of Miami (305) 284-2650

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Michael Roger	Thies Distributing – Miller/Coors Distributors – Special Events (561) 718-7103
Jusniel Fernandez	Gold Coast Distributing – Miami, FL – Special Events Coordinator (305) 591-9800
Pete Moquin	Gold Coast Distributing – Fort Lauderdale – Special Events Coordinator (954) 943-3950
Randy Lavenia	Cash To Go/ ATM Operations – Owner/President (561) 714-5294
Shawn Thorimbert	FIU Athletics – Director of External Affairs (305) 348-1764
Jose Solano	City of Miami – Bayfront Park Management Trust – Special Event Director (305) 358-7550
Shawn Krauel	Central Florida Fairgrounds – General Manager (407) 295-2082

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Attachment 11
Past Business Experience (Partial) & References

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. PCI currently provides full concessions services for the annual Joe DiMaggio Legends Game every January.Contact: City of Ft. Lauderdale, Ms. Debbie Bylica (954) 396-3622.

FLORIDA ATLANTIC UNIVERSITY ATHLETICS – 777 Glades Road, Boca Raton, FL 33431.
PCI served several years 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. PCI's special events trailers provided 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.

ORANGE BOWL STADIUM – 1501 NW 3rd Street, Miami, FL 33125 Capacity 80,000
PCI and its corporate officers have held a variety of concessions management positions in the Orange Bowl Stadium for over twenty years. PCI officers began working concessions there in the 1970's. Our officers managed the stadium concessions operations for the Miami Dolphins in the 1980's and once PCI was founded, we continued to hold the contract with the City of Miami for exclusive merchandising rights for the January 1st FedEx Orange Bowl Game and University of Miami games. PCI handled this task every year from 1987 to 1996 and was awarded a five-year contract with an additional five-year option. You name it and we've done it at the Orange Bowl Stadium! Contact: Ms. Ileana Gomez (305) 643-7100.

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HOMESTEAD SPORTS COMPLEX – 1601 SE 28 Avenue, Homestead, FL.
Capacity: 8,000. PCI had a contract with the City of Homestead for five years to operate food, beverage and merchandising concessions at this new multi-million dollar baseball facility including practice field and softball areas. The Sports Complex is host every spring to the 70 team Homestead Challenge Baseball Tournament. PCI was selected for the permanent spring training contract with the Cleveland Indians and had been the concessionaire for all major events at the stadium since it's opening in 1990. PCI's tenure ended when the City leased the stadium to a private promotions company in 2001. Contact: City of Homestead Parks and Recreation (305) 247-1801.

HOMESTEAD-MIAMI SPEEDWAY - #1 Speedway Dr., Homestead, FL.
PCI was awarded the contract for all grandstand food and beverage vending when the Speedway opened in 1996 and remained on until the speedway was sold in 2000. We have participated in all major events including the Jiffy Lube 300, Grand Prix of Miami, Super Truck Series, and Winston Cup Series. Sales for Winston Cup were in excess of $200,000. PCI could always be depended upon to provide the maximum revenue from hawking operations. Contact: Mr. Tuck Axelrod, National Concessions Company, (216) 881-9911.

CHICAGOLAND SPEEDWAY - 500 Speedway Blvd., Joliet IL. Capacity 78,000
PCI was awarded the contract for all grandstand food and beverage vending (Hawking) when the Speedway opened in 2000. We still provide and manage the vending staff of over 150 for all events at the speedway including the NASCAR Nextel Series Tropicana 400 in July and the IRL Delphi Indy 300 in September. PCI's Special Events Division takes the "show on the road" a few times per year. NASCAR vending sales are consistently in excess of $300,000. PCI can always be depended upon to provide the maximum revenue from hawking operations. Contact: Mr. Jerry Lundergan, Lundy's Special Events, (859) 255-0717.

CENTRIX FINANCIAL GRAND PRIX OF DENVER – 1444 Wazee St. Denver, CO. Capacity 46,000 PCI completed its first year of hawking operations at this popular Western Champ car event in August 2005. Our dedicated crew of traveling hawkers combined with the local Denver staff provided plenty of service for the thirsty crowd. We look forward to a long and profitable relationship for many years to come. Contact: Mr. Morgan Boyles, event operations director, (720) 873-5026.

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WALT DISNEY WORLD SPEEDWAY – 1 World Drive, Orlando, FL Capacity 32,000
The Disney Magic Kingdom transformed this tri-oval into a major happening twice a year. Located adjacent to the entrance of the Magic Kingdom Theme Park, the NASCAR truck series race and the IRL Indy car race provided an extra-added attraction for those central Florida race fans. PCI provided all hawkers for the races held from 1996-1999. PCI rose to the occasion with the tough task of keeping both the fans and Disney management happy! Sales were great but the January weather wasn't. Disney officials stopped racing at the close of the 1999 season. Contact: Walt Disney World Speedway, Orlando, Fl.

GRAND PRIX OF MIAMI – 1 Biscayne Blvd. Miami, Fl. Capacity 41,723
PCI provided all grandstand hawking for this popular downtown street race for Miami Motorsports Inc. Five different hawking locations provided service for the fans. This race was held from the mid 1980's until the new Homestead Miami speedway opened in 1996. Our staff of South Florida hawkers swarmed the grandstands with beer, soft drinks, hot dogs, popcorn & peanuts. Contact: Miami Motorsports, Miami, FL.

GRAND PRIX AMERICAS – Downtown Miami, FL .Capacity 35,000
The CHAMP car series returned to the streets of Miami in September of 2003 and 2004. PCI provided all grandstand hawking for the event weekends. 2003 provided a special challenge as our hawkers had to carry and pour Presidente beer glass bottles for the crowd! Not one complaint the entire weekend! 2004 was much easier as the plastic bottles made hawking a dream. We look forward to the race returning in the future. Contact: Mr. Tom Lundergan TLC Concessions (859) 255-0717.

VILLAGE OF WELLINGTON AQUATIC COMPLEX - 12165 Forest Hill Blvd., Wellington, FL 33414.PCI operates the concession stand at this busy municipal center during the summer months. Village officials turned to PCI to provide a consistent, clean, and well-staffed concession for their patrons. Contact: Mr. Jim Barnes, Parks and Recreation Director, Village of Wellington (561) 791-4005.

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INTERNATIONAL POLO CLUB OF PALM BEACH – 3665 120TH Ave South, Wellington, FL 33414.Capacity: 5,500. PCI operates a completely mobile food service operation, which takes concessions trailers to seven different fields at this new facility. We supply food and beverage for the remote fields as well as operating a main concession stand for the Polo matches every Sunday in the International Polo Stadium. Contact: Mr. Michael Brown, General Manager (561) 204-5687.

FOUR FIELDS SOFTBALL COMPLEX – 1801 NE 8th St. Pompano Bch., FL.
PCI is operated the concessions for the City of Pompano Beach for four years at the popular softball complex in the heart of Pompano Beach. Four Fields complex is the site for regular softball league and special tournament play. In a joint effort with the City of Pompano Beach, we completely renovated a dilapidated concession area, acquired a beer and wine license, expanded the menu, provided consistent service and food quality and proceeded to build business and revenues for the City of Pompano Beach. Contact: Mark Boudreau, Pompano Beach Parks and Recreation, (954) 786-4191.

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, Pride Festivals, Orange Bowl Parade, Junior Orange Bowl Parade, Miami Beach Boat Show, Walt Disney World Speedway, Harley-Davidson Sturgiss, South Dakota rally, and many other major events.

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ATTACHMENT 12

Additional Attachments

The following pages contain our current performance/letter of credit in favor of the City of Fort Lauderdale and also our 2012 year ending financial statements. We at PCI sincerely thank you for your consideration.

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BankUnited

Application and Agreement for Irrevocable Standby Letter of Credit
To: BankUnited ("Bank")

Please **TYPE** information in the fields below. We reserve the right to return illegible applications for clarification.

Date:	04/23/2012	Please issue an Irrevocable Standby Letter of Credit substantially as set forth below and forward same through a selected correspondent by: ☐ Telotransmission ☐ Overnight Carrier ☒ Mail ☐ Other If Other, explain _____
L/C No.	(Bank Use Only)	an Irrevocable Standby Letter of Credit (the "Credit") substantially as set forth below. In issuing the Credit, Bank is expressly authorized to make such changes from the terms herein below set forth as it, in its sole discretion, may deem advisable.

PLEASE ISSUE ON OUR BEHALF AND ACCOUNT THIS LETTER OF CREDIT

Applicant (Full Name & Address) Professional Concessions, Inc. 9067 Southern Blvd. West Palm Beach, FL 33411	**Advising Bank (Designate name & address only if desired)**
Beneficiary (Full Name & Address) The City of Fort Lauderdale 100 N. Andrews Ave. Fort Lauderdale, FL 33301	**Currency and Amount in Figures:** $ 23,000.00 **Currency and Amount in Words:** Twenty Three Thousand Dollars and No Cents **Expiration Date:** N/A
Charges: BankUnited's charges are for our account; all other banking charges are to be paid by beneficiary.	

Credit to be available for payment against Beneficiary's draft(s) at sight drawn on Bank or its correspondent at Bank's option accompanied by the following documents:

Statement, purportedly signed and dated by the Beneficiary, reading as follows (please state below exact wording to appear on the statement):

"Professional Concessions, Inc. did not fulfill their obligation to the beneficiary and the amount of this drawing is now due and payable."

Other Documents

Special Conditions (including, if Applicant has a preference, selection of UCP as herein defined or ISP98 as herein defined.)

☒ Issue substantially in form of attached specimen which forms an integral part of this lc application. (Specimen must also be signed by applicant.)

PARTIAL DRAWINGS ☐ **PERMITTED** ☒ **NOT PERMITTED**

Professional Concessions, Inc.
DEC INC 12

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

Professional Concessions, Inc.
DEC INC 12

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

Professional Concessions, Inc.
2
Year To Date 12/31/2012

Assets	
Current Assets	
SOUTH FLORIDA FAIR	(202.77)
Cash Banks	80,043.56
BB & T CASH IN BANK	150,188.34
BANK UNITED	18,619.51
BU 2 MERCHANTS	(29,795.00)
Certificate of Deposit	15,000.00
Letter Of Credit - CD	23,000.00
Cash Brokerage Account-Schwab	103,712.80
Marketable Securities-Schwab	56,336.36
Inventory FIU	7,696.00
Inventory Rodeo	11,145.00
Inventory Lockhardt	9,481.83
Inventory St Augustine	2,120.00
Inventory SouthFlorida Fair	26,289.00
Inventory - Pompano	12,000.00
Exchanges	(210.00)
Net Payroll	(564.44)
Employee Advance	(280.00)
Total Current Assets	484,580.19
Property & Equipment	
Office Equipment	17,645.99
Equipment-General	334,654.46
Equipment-Polo Club	96,435.27
Equipment-Lockhart Stadium	26,350.82
Equipment Wellington Pool	1,355.74
Equipment - Mills Pond	9,430.00
Equipment - Miami Hurricane	1,656.05
Equipment-Rodeo Arena	16,312.11
EQUIPMENT-WMA	900.00
EQUI - MIZNER	1,818.00
Furniture & Fixtures	7,149.69
Furniture & Fixtures Mizner	1,500.00
Vehicles	73,761.33
Accumulated Depreciation	(551,953.99)
Net Property & Equipment	37,015.47
Deposits & Other Assets	
Security Deposits	488.53
LIQUOR LICENSE	105,017.66
Goodwill	50.00
Total Deposits & Other Assets	105,556.19
Total Assets	$ 627,151.85
Liabilities and Equity	
Liabilities	
Accounts Payable	
Accounts Payable	676.49
Total Accounts Payable	676.49
Current Liabilities	
TIPS/GRATUITY	41,943.80
Payroll Taxes Payable	2,464.26
Unemployment Taxes Payable	(1,568.28)
Sales Tax Payable	41,201.66
Simple Plan Payable	3,212.31
Uncashed Payroll Check	120.48
Total Current Liabilities	87,374.23

Professional Concessions, Inc.

2

Year To Date 12/31/2012

Total Liabilities	88,050.72
Equity	
Capital	
Capital Stock	66.00
Accumulated Adjustments Acct	550,085.18
Total Capital	550,151.18
Distributions	
Distribution B Beck	201,250.00
Distributions D Manieri	201,250.00
Total Distributions	402,500.00
Current Profit & Loss	387,023.99
Total Equity	534,675.17
Total Liabilities and Equity	622,725.89