AGREEMENT FOR BEVERAGE CONCESSION SERVICES

THIS AGREEMENT, made this _____ day of ______ 2021, is by and between the City of Fort Lauderdale, a Florida municipality ("City" or "Parties"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Professional Concessions, Inc., a Florida corporation ("Contractor," "Company" or collectively, the "Parties"), whose address and phone number are 9067 Southern Blvd., West Palm Beach, Florida 33411, Phone: 561-795-6435, Email:wearpj@aol.com.

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) Invitation to Bid No. 12496-515, Beverage Concession Services, including any and all addenda, prepared by the City of Fort Lauderdale ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated February 25, 2021 ("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:

- B. Second, Exhibit A.
- C. Third, 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 has 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 May 21, 2021 and shall end on May 20, 2022. The City reserves the right to extend the contract for three additional one-year terms, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event 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 Agreement 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 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 Agreement 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

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or

acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees,

and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

<u>Insurance Certificate Requirements</u>

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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 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 Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

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 prior 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 Section 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. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

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.

Z. <u>Uncontrollable Circumstances ("Force Majeure")</u>

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:

- 1. 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;
- 2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 3. 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
- 4. 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.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement 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 (2020), as may be amended or revised, or been placed

on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

- 1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187).
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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

Jeffrey A. Modarelli, City Clerkon, Indiana de la Companya de la C	By: Christophero. Lagerbloom, ICMA-CM City Manager
WARD CO.	Approved as to form: ALAIN E. BOILEAU, CITY ATTORNEY
FLORIDA	By: Tania Marie Amar Assistant City Attorney
WITNESSES:	PROFESSIONAL CONCESSIONS, INC.
Signature	By: Maddleson Byrnes, Vice-President
Print Name Signature Print Name Print Name	(CORPORATE SEAL)
STATE OF FOLIDA: COUNTY OF Palm Beh:	
	ed before me by means of physical presence or , 2021, by Maddison Byrnes as Vice-President la corporation.
DEBRA A. HESS Notary Public - State of Florida Commission # GG 949399 My Comm. Expires Feb 14, 2024 Bonded through National Notary Assn.	(Signature of Notary Public – State of Florida) Debra A + + + + + + + + + + + + + + + + + +
Personally Known OR Produced Identification Type of Identification Produced	



22 In A SAGES STATE OF THE SAGES

Solicitation 12496-515

Beverage Concession Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12496-515 **Beverage Concession Services**

Bid Number

12496-515

Bid Title

Beverage Concession Services

Bid Start Date

Feb 3, 2021 10:54:04 AM EST

Bid End Date

Feb 26, 2021 2:00:00 PM EST

Question &

Answer End Date

Feb 12, 2021 5:00:00 PM EST

Bid Contact

AnnDebra Diaz, CPPB

Procurement Administrator

Procurement 954-828-5949

adiaz@fortlauderdale.gov

Contract Duration 1 year

Contract Renewal 3 annual renewals

Prices Good for

Not Applicable

Bid Comments

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide beverage concession services for the City, in accordance with the terms, conditions, and specifications

contained in this Request for Proposals (RFP).

For further information, refer to www.bidsync.com.

Item Response Form

Item

12496-515-01-01 - Beverage Concession Services

Quantity

1 each

Percentage

Delivery Location

City of Fort Lauderdale

No Location Specified

Qty 1

Description

Proposer to provide Percentage of gross receipts net of sales tax as Concession Fee.

(Minimum acceptable percentage is 30%)

City of Fort Lauderdale Beverage Concession Services RFP # 565-11694

SECTION I - INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide beverage concession services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning <u>procedures for responding to this solicitation</u>, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at <u>adiaz@fortlauderdale.gov</u>. 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 IV — Submittal Requirements. 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. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

1.5 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and 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 proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Price Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Price Proposal page. Failure to use the City's Price Proposal page and provide prices as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder. 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.

- 2.7 Invoices/Payment N/A
- 2.8 Related Expenses/Travel Expenses N/A
- 2.9 Payment Method N/A

2.10 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

- 2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.
- **2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

- 2.12.1 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. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.
- 2.12.2 The City reserves the right to delete any portion of the work 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 and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.
- 2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. 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 Successful Proposer thirty (30) days written notice.
- 2.12.4 If the Successful Proposer 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 Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Proposer 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.

2.14 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:

https://www.fortlauderdale.gov/home/showdocument?id=1212

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of beverage concessions and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- **2.17.1** Proposer or principals shall have at least three (3) years of beverage concession services experience.
- 2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 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-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 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 https://www.fortlauderdale.gov/home/showdocument?id=6036.

2.19 Local Business Preference – N/A

2.20 Protest Procedure

- 2.20.1 Any 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 follow the protest procedure as found in the city's procurement ordinance 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/departments/finance/procurement-services/notices-of-intent-to-award.
- 2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code of ordinances?nodeld =COOR CH2AD ARTVFI DIV2PR S2-182DIREPR

2.21 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Subcontractors

- 2.22.1 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.
- 2.22.2 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.
- 2.22.3 Contractor shall require all its subcontractors to provide the required insurance 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.

2.23 Proposal Security - N/A

2.24 Payment and Performance Bond - N/A

2.25 Insurance Requirements

- 2.25.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.
- 2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.
- 2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured — Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Liquor Liability

Contractor shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage already applies to this Agreement.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.25.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- **b.** The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- **g.** The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows: City of Fort Lauderdale

Procurement Services Division

100 N. Andrews Avenue Fort Lauderdale, FL 33301

- 2.25.5 The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.25.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.25.7 The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- **2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.25.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.25.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.25.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.26 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.27 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand

that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.28 Damage to Public or Private Property

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

2.29 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.30 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:

- 2.30.1 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;
- **2.30.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 2.30.3 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
- 2.30.4 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.

2.31 Canadian Companies

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

2.32 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.

2.33 Approved Equal or Alternative Product Bids – N/A

2.34 Contract Period

The initial contract term shall commence upon date of award by the City or May 21, 2021 whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the 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 180 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.

2.35 Cost Adjustments

The prices currently charged shall remain in effect for the first six (6) months of the contract. Prices for new items and adjustments to current prices shall require prior approval of the Parks and Recreation Director (Director) or designee. Such approval shall not be unreasonably delayed or denied if the recommended prices are competitive with, and consistent with prices charged at similar locations in Dade, Broward, and Palm Beach counties.

The City may, after examination, refuse to accept the adjusted or new prices if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving sixty (60) days-notice to the Contractor.

2.36 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).

2.37 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.

2.38 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.

2.39 Substitution of Personnel

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

2.40 Ownership of Work - N/A

2.41 Condition of Trade-In Equipment – N/A

2.42 Conditions of Trade-In Shipment and Purchase Payment - N/A

2.43 Verification of Employment Status

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

E-VERIFY Affirmation Statement (Attachment "A") should be completed and submitted with Proposer's response to this RFP.

2.44 Service Organization Controls – N/A

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.46 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

2.47 Gross Receipts

The term "gross receipts" as used herein shall include all receipts, including gross concession 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 beverages, beer and wine, alcohol, and non-alcoholic beverages, or from any source whatsoever excluding sales tax.

2.48 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.

2.49 Sales Tax

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

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

2.50 Conformity to Law

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

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

2.51 Security

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

2.52 Signs

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

2.53 Authority of Parks and Recreation Director

Use by the Contractor of the premises shall be coordinated with the Director. The Director shall have the authority to suspend all or any portion of any of the activities of the Contractor, or its agents, employees, or patrons. All references in the agreement to the Director shall mean and include any designee of the Director.

2.54 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.

2.55 Inspection

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

2.56 Attorneys Fees

Contractor agrees to pay the cost of collection and reasonable attorney's fees on any part of said rental that may be collected by suit or by attorney after the same is past due.

2.57 Waiver

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

2.58 Audit

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

2.59 Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor 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, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 General Information / Intent

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

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

3.2 The City Reserves the Right

The City reserves the right to:

- Require the Contractor to honor any sponsorship agreement that the City may have with an outside promoter or sponsor. This may require the Contractor to sell specific brand name products during events that are sponsored by the promoter or sponsor.
- Approve all alcoholic and non-alcoholic beverage prices.
- Limit hours of operation as a result of event compatibility.
- Approve all novelty and program sales. The Contractor may be requested to act as an agent for the City in which a negotiated fee or percentage will be agreed upon for services between the Deputy Director of Parks and Recreation and the Contract Coordinator.
- Approve promotional giveaways by tenants, which may conflict with beverage sales.

3.3 Operating Regulations

- 3.3.1 The Contractor shall at all times, comply with all rules, regulations and ordinances of the 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, visitors and participants in any activity within the premises.
- **3.3.2** Contractor shall keep the concession area reasonably stocked and reasonably staffed to serve the patrons thereof, and Contractor shall maintain a quality of service at least equal to similar operations in the premise.
- 3.3.3 The Contractor shall be open whenever the events are scheduled. Expanded hours are permissible with prior approval of the Deputy Director of Parks and Recreation.
- 3.3.4 The Contractor shall be responsible for securing any and all licenses and/or permits for alcoholic and non-alcoholic beverage 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, finalize, and process all applications for renewal of licenses and/ or permits.

- 3.3.5 Alcoholic and non-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 and non-alcoholic beverages may be sold at an event, or in any designated area, shall be at the sole discretion of the City. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor.
- 3.3.6 Provide menu boards showing items and pricing.
- 3.3.7 Obey all health and safety rules.
- **3.3.8** No expired dated products can be sold.
- **3.3.9** Present all products and materials in a pleasing and attractive manner.
- **3.3.10** Require all employees to be attired in a standard uniform of the Contractor's choice that, at minimum, identifies the Contractor's business name. The uniform should be neat and appropriate for this type of operation.
- **3.3.11** Contractor employees should be in clean uniforms, able to communicate effectively, well-groomed and courteous.
- **3.3.12** The City of Fort Lauderdale supports sustainable practices at all events with a goal to reduce waste generation and divert waste from the garbage to recycling whenever practicable. To achieve this goal, the contractor shall follow the following provisions at a minimum:
 - The use of expanded polystyrene (commonly referred to as "Styrofoam") beverage containers is prohibited.
 - The vendor shall not distribute plastic straws. Beverage container lids should be provided only upon request.
 - The vendor shall pursue the use of service material, including cups and napkins, made of biodegradable or recycled material.
 - The vendor shall avoid glass service items and only employ the use of glass for bulk beverage supply (e.g. non-single service wine bottles). Inventory preference shall be given to bulk beverage service in cups (e.g. beer served from a keg) and/or single service beverage containers not made of glass (e.g. 12 ounce bottles of beer).
 - It is the Contractor's responsibility to ensure that all recyclable materials that remain within its control, such as paper, cardboard, plastics, glass and other materials, are appropriately segregated for disposal as recyclable or trash.
 - If recycling bins are not readily available on site to event attendees, the contractor shall provide such bins at its booth and be responsible for ensuring that such materials are delivered to an appropriate recycling facility.
 - The Contractor shall consider greenhouse gas emissions when deploying generators for power (e.g. propane fueled generators).

3.4 Appearance of Premises

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

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 from the use of the Contractor and its visitors or spectators. The Contractor shall segregate their waste and deposit all trash, litter, and recyclables in the appropriate containers provided by the City.

Equipment cannot remain overnight unless approved by the City. Security of equipment will be the responsibility of the Contractor, unless early set-up is required by the City. Should early set-up be required by the City and the Contractor requires security, Contractor shall request the City provide security in writing to the Contract Coordinator no later than 10 business days prior to the event date.

3.5 Concession Sales

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

Payment is due within 30 calendar days after event. All payments shall be presented in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale. Payments shall be sent to City of Fort Lauderdale, Parks and Recreation Director, 1150 G. Harold Martin Drive, Fort Lauderdale, FL 33304.

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

3.6 Records, Accounts and Statements

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

3.7 Default

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

- 3.7.1 If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provision of the contract, or
- 3.7.2 If the Contractor abandons or vacates the event premises prior to the scheduled hour of event hereof, or
- 3.7.3 If the Contractor fails to make payments as set forth herein and said payment is not made within 15 days after written notice is given to Contractor, including applicable late charges.
- 3.7.4 The Director shall give a thirty (30) day written notice of default. If the problem is not resolved within the thirty days, the City may terminate the contract upon forty-eight (48) hours written notice and exclude Contractor from participating in future events.
- 3.7.5 City may recover at law any and all claims which may be due City and/or:

- 3.7.6 The acceptance of all or part of monies due for any period after the default shall not be deemed a waiver of any of these options, not a waiver of default of subsequent default of the same of any other term, covenant and condition.
- 3.7.7 The Contractor, in accepting an agreement, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

3.8 List of Events (Included but not Guaranteed)

Due to COVID -19, events occurred in a limited capacity. A schedule of the past events (2019) is listed below. Pending a return to normal activities these are the events projected (for 2021 & 2022). While it is projected that attendance will continue as it has in the recent past, failure on the part of the City to meet event projections shall not relieve the Proposer from the obligation to comply with the contract.

SPECIAL EVENTS HELD IN 2019 AND PROPOSED IN 2021 & 2022 MAY 2021 - DECEMBER 2021 & JANUARY 2022 - DECEMBER 2022

Date	Event A	APPROXIMA	TE ATTENDANC	E TI	CKET PRICE
<u>MAY</u> 29	<u>, 2021</u> GREAT AMERICAN BEA	ACH PARTY	25,000		FREE
JUN	<u>E, 2021</u>				
11	STARLIGHT MUSICAL		3000		FREE
18	STARLIGHT MUSICAL		3000		FREE
25	STARLIGHT MUSICAL	-	3000		FREE
JUL'	<u>Y, 2021</u>				
2	STARLIGHT MUSICAL		3000		FREE
4	FOURTH OF JULY		00,000		FREE
9	STARLIGHT MUSICAL		3000		FREE
16	STARLIGHT MUSICAL		3000		FREE
23			3000		FREE
30	STARLIGHT MUSICAL	-	3000		FREE
AUG	GUST, 2021				
6	STARLIGHT MUSICAL		3000		FREE
13			3000		FREE
20	Summer Jamz		10,000		FREE
SEF	TEMBER, 2021				
OCT	TOBER, 2021				
30	TRICK OR TREAT ON	I 2 ND ST	1000		FREE
NO	/EMBER, 2021				
23	LIGHT UP THE BEAC	Н	1000		FREE
	CEMBER, 2021				
3	LIGHT UP SISTRUNK		1000		FREE
31	DOWNTOWN COUNT	DOWN	25,000		FREE

City of Fort Lauderdale Beverage Concession Services RFP # 12496-515

Date Event	APPROXIMATE ATTENDANCE	TICKET PRICE		
JANUARY, 2022				
FEBRUARY, 2022 26 SISTRUNK FESTIVA	AL 2000	FREE		
MARCH, 2022				
APRIL, 2022				
MAY, 2022 28 GREAT AMERICAN BEACH PARTY 25,000 FREE				
JUNE, 2022 10 STARLIGHT MUSIC 17 STARLIGHT MUSIC 24 STARLIGHT MUSIC	AL 3000	FREE FREE FREE		
JULY, 2022 1 STARLIGHT MUSIC 4 FOURTH OF JULY 8 STARLIGHT MUSIC 15 STARLIGHT MUSIC 22 STARLIGHT MUSIC 29 STARLIGHT MUSIC	100,000 AL 3000 AL 3000 AL 3000	FREE FREE FREE FREE FREE FREE		
AUGUST, 2022 5 STARLIGHT MUSIC 12 STARLIGHT MUSIC 19 Summer Jamz		FREE FREE FREE		
SEPTEMBER, 2022 OCTOBER, 2022 29 TRICK OR TREAT (ON 2 ND ST 1000	FREE		
NOVEMBER, 2022 22 LIGHT UP THE BEA		FREE		
DECEMBER, 2022 2 LIGHT UP SISTRUM 31 DOWNTOWN COU		FREE FREE		

END OF SECTION

SECTION IV - SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1 The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- **4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- **4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- **4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5 All proposals will become the property of the City. 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. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT precontract@fortlauderdale.gov, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records
 disclosure requirements are not disclosed except as authorized by law for the duration of
 the contract term and following completion of this contract if the Contractor does not
 transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- **4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; 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 firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional

documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time-line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- **a.** Products and Services offered for sale: What product(s) do you intend to offer? What size(s)? What price(s).
 - Please list all proposed items and unit prices.
- **b.** Vendor Uniform Appearance: state color and style of uniform and provide a color photograph.
- **c.** Concession Appearance: Provide a color photograph of concession stand at a similar special event.
- **d.** Sustainable Operations: Plan for ensuring sustainable inventory and service purchasing, methods for minimizing and segregating waste, and deployment of low emissions power sources, should they be required.

Version 10-2020

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Price Proposal

Provide firm, fixed, prices for all services/products using the form provided in this request for proposal. These firm fixed prices for the project include any costs for travel and miscellaneous expenses. No other prices will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP) - N/A

F. Contract Payment Method – N/A

G. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

H. Business License

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

I. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

J. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 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/departments/finance/procurement-services/notices-of-intent-to-award. Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results, or any interested party may call the Procurement Services Division at 954-828-5933.

- **5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.
- **5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.
- **5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- **5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria (below is sample only, must customize for each RFP)

ABILITY TO MEET OBJECTIVES	
Products and Services offered	20%
Concession Appearance	10%
Vendor Appearance	10%
Sustainable Operations	10%
QUALIFICATIONS	

Experience, Past Performance & References	20%
REVENUE	
Percentage Fee payable to the City. Minimum acceptable percentage is 30% of gross receipts net of sales tax.	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant 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 of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - PRICE PROPOSAL PAGE

Proposer Name:	
Proposer agrees to supply the products and serv with the terms, conditions and specifications contain	ices at the fees bid below in accordance ned in this RFP.
Percentage Concession Fee in the amount of (Minimum acceptab	% of gross receipts net of sales tax. ble percentage is 30%)
Submitted by:	
Name (printed)	Signature
Date	Title

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions and conditions 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), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 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 one hundred twenty (120) 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.

- 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.

MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION 1.10

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**

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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), with regard to the "Cuba Amendment," 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 (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement 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 (2019), 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), 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 its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER - A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city

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 - Any firm having a contract with the city. Also referred to as a "Vendor"

CONTRACT - All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT - A firm providing professional services for the city

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.

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- 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.
- 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.
- 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.
- 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 cashier's 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 reatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a

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result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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.
- 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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

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: 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 Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an <u>ADDITIONAL INSURED for General Liability Insurance</u>, 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with 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:
 - Bidder's 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.
- 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: 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. 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.
- 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 the City's best interest as determined by the City, to cancel any 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.
- 8.12 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

- 1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 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

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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:

- 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.
- 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work
- 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.
- 5.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected
 or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or
 revised, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as
 authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to
 the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 indic the vendor has indicated that no suc	ate any names, the City shall interpret this to mean that relationships exist.
Authorized Signature	Title
Name (Printed)	 Date

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

(a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature	Print Name and Title
Date	

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E-VERIFY AFFIRMATION STATEMENT

<u></u>
of Homeland Security's
nt duties within Florida oser/Bidder to perform
partment of Homeland ct.

BID/PROPOSAL CERTIFICATION

<u>Please Note</u>: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com. prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you 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/). EIN (Optional): Company: (Legal Registration) Address: ___ ______ State: _____ Zip: _____ City: ____ Telephone No.: FAX No.: Email: Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): Total Bid Discount (section 1.05 of General Conditions): Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal: Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance. necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button. The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation. Submitted by: Name (printed) Signature Title Date

Question and Answers for Bid #12496-515 - Beverage Concession Services

Overall Bid Questions

Question 1

Are VIP areas included under this bid? (Submitted: Feb 6, 2021 4:11:51 PM EST)

Answer

- No (Answered: Feb 9, 2021 11:03:34 AM EST)

Question 2

Will there be any attempt to restrict attendees from bringing in alcohol? (Submitted: Feb 6, 2021 4:13:23 PM EST)

Answer

- No (Answered: Feb 8, 2021 4:17:36 PM EST)

Question 3

On the proposal, do we have to detail the brands of alcohol that we will be using? (Submitted: Feb 8, 2021 11:50:54 AM EST)

Answer

- Brands are not required, just types of alcohol i.e. rum, vodka, gin, types of beer, wine, etc... (Answered: Feb 8, 2021 2:07:21 PM EST)

Question 4

Can soda and water be sold as well as alcoholic beverages? (Submitted: Feb 12, 2021 3:17:13 PM EST)

Answer

- Refer to Section 3.1 of the bid document. (Answered: Feb 12, 2021 3:20:28 PM EST)

12496-515-01-01 - Beverage Concession Services

Question 1

Is there a list of the possible venues and locations where concessions/beverage service needed? (Submitted: Feb 12, 2021 2:14:34 PM EST)

Answer

- There are no venues, only events in parks and event sites. The locations can be Fort Lauderdale Beach, Holiday Park, SW Second Street. (Answered: Feb 16, 2021 12:51:53 PM EST)

Question 2

On the list of events to come, can you please include the locations. (Submitted: Feb 12, 2021 2:15:10 PM EST)

Answer

- Great American Beach Party & 4th of July are on Fort Lauderdale Beach, New Yearâ^{TMS} Eve on SW 2nd Street, Starlight Musicals (Holiday Park), Light up Events Fort Lauderdale Beach (Answered: Feb 16, 2021 12:51:53 PM EST)

Question 3

The bid document says there could be 25+ events for the beverage concession, are the events listed in the document the only events where this service will be needed? Or are other events able to be booked? If so, will new events have an attendance minimum before beverage service is required? (Submitted: Feb 12, 2021 2:16:44 PM EST)

Answer

- Events can be added as beverage sales are warranted. Minimum attendance of 300 people. (Answered: Feb 16, 2021 12:51:53 PM EST)

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professional concessions, inc

Bid Contact bruce beck

bbeckpci@aol.com Ph 561-793-1971

Bid Notes

Price Proposal

32% minimum

35% on events generating over \$10,000.00 40% on events generating over \$25,000.00

Address 9067 southern blvd west palm beach, FL 33411

Item#	Line Item	Notes	Unit Price	Qty/Unit	·	Attch.	Docs
12496-51501-01	Beverage Concession Services	Supplier Product Code: 565-11694	First Offer - 32.00%	1 / each	32.00%	Y	
		Supplier Notes: Price Proposal 32% minimum 35% on events generating over \$10,000.00 40% on events generating over \$25,000.00					

Supplier Total \$0.00

professional concessions, inc

Item: Beverage Concession Services

Attachments

RFP 56511694.pdf



9067 Southern Blvd West Palm Beach, FL 33411 561-795-6435 West Palm Beach

> City of Fort Lauderdale Beverage Concession Services RFP # 565-11694

Title: Alcoholic Beverage Sales

Due Date: February 26, 2021- 2pm local time

Professional Concessions, Inc.

9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

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Tab 6	4.2.7 Subcontractors
Tab 7	4.2.8 Required Forms
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Tab 9	Covid 19 Procedures
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Professional Concessions,Inc.

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TAB 1 4.2.2 EXECUTIVE SUMMARY

Professional Concessions, Inc.

9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

4.2.2 – Executive Summary

PCI is an owner-operated firm committed to providing friendly, personal service and worry free concessions for it's clients. PCI takes great pride in providing courteous, efficient and 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 our goals squarely in line with the goals of the City of Fort Lauderdale, to provide the best possible services and atmosphere to the patrons of city events.

Flexibility is another trait which has helped in the renewal of PCI contracts at several venues over the past thirty-four years. At each account, PCI officers and managers keep in close contact with 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 service to the City of Fort Lauderdale and our excellent working relationship, we look forward to hopefully continuing our service with a renewal of our existing contract. PCI can provide the on-site management and equipment, coupled with a vast amount of experience that will truly enhance the services at the events and provide consistency that has given us our success during the past thirty-four years. Regardless of the event, PCI will provide a clean, well-stocked operation and a courteous staff.

Company Information

Home Office:

9067 Southern Blvd. West Palm Beach, FL 33411 561-795-6435 Professionalconcessions.com

Servicing manager and local office:

PJ Wear 954-648-2101

Corporate Officers:

Bruce Beck – President & CEO Maddison Byrnes – Vice President Salvatore Ronga – Title Officer

Principals:

Bruce Beck Maddison Byrnes

South Florida Management and Supervisory Staff:

Stephanie Beck Salvatore Ronga Jennifer Curtin Debra Hess Peter Staula Kellie Staula Penny Janssen Carlos Malmierca Theo Byrnes

PCI works with a network of full time and part time employees from the University of Miami to St. Augustine. Our staff includes bartenders, barbacks, chefs, cooks, servers and catering attendants, setup and construction crews and the appropriate management staff to supervise operations. We have the capacity to arrange for staffing of 2-100 or more as needed.

We have watched many of the events listed grow over the years from small community functions to major events attended by thousands. Some of them with PCI on the team and some without. Each has its own personality and theme. The different locations themselves will dictate what equipment may be used based on the available infrastructure. Luckily, PCI has a full selection of tents with facades and trailers to fill every need.



9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

TAB 2 4.2.3 EXPERIENCE AND QUALIFICATIONS

Professional Concessions,Inc.

9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

4.2.3 - Experience and Qualifications

PCI President Bruce Beck has been involved in alcohol sales in Florida since 1980. Prior to forming PCI in 1986 he managed the alcohol and food sales for the Miami Dolphins at the Orange Bowl Stadium.

In 1986 he left the Dolphins to start Professional Concessions, Inc with the first two accounts which were the University of Miami and the City of Fort Lauderdale. PCI is still active with both clients.

PCI gets the bulk of our sales from alcohol and sells more than 10 million in alcohol most years. PCI owns a fleet of equipment designed to make alcohol sales easy, safe and create a great customer experience. PCI owns tents, beer trailers, liquor trailers, cargo trailers, carts, trucks and everything needed.

PCI operates alcohol sales for both the nation's largest concert promoters, AEG Live and Live Nation. We operate at amphitheaters, music halls, rodeo arenas, sports stadiums and three of Florida's fairs.

We know of no other company with the experience and ability that we have to provide great beverage service.

One of our missions is conservation and sustainability having sponsored our own beach cleanups. We also provide bins on our bars for recycling of bottles, cans and plastic to be disposed of in the appropriate dumpsters. The cups we use are at the very least recyclable but usually compostable and only paper straws are given out upon request.

The variety of equipment in our warehouses allow us to meet any time or budget requirements. A multi-day event allows time and financing for construction of trussing and rows of stands. For a Starlight Musical, you need

a fully stocked trailer to pull in, open up and then pull out. PCI is adaptable to all situations.

Professional Concessions Inc is a registered Florida Corporation Home Office:

9067 Southern Blvd. West Palm Beach, FL 33411 561-795-6435 Professional concessions.com Bruce Beck Maddison Byrnes

Servicing manager and local office:

PJ Wear 954-648-2101

Corporate Officers:

Bruce Beck – President & CEO Maddison Byrnes – Vice President and Menu Development Salvatore Ronga – Title Officer, IT and POS

Principals:

Bruce Beck Maddison Byrnes

Management Structure

PJ Wear General Manager Peter Staula Filmore and Dade County Manager Kendrick Rivera Mark Light Stadium Manager Jennifer Curtin Kitchen And Food Management Theo Byrnes Logistics and Physical Plant Stephanie Beck Accounting and Reports Debbie Hess Cash and Credit Operations Carlos Malmierca Greening and Plastic Reduction

PCI is a multi-million dollar operation doing thousands of events most years. We have a staff of hundreds of bartenders and about 20 full time managers who are capable, friendly and professional. We have over 15 different liquor licenses in Florida to ensure we can operate in any environment. We also keep a liquor license legal team on retainer to make sure we can obtain the proper licenses as needed. Our bar staff is TIPS trained by

our own on staff TIPS trainer with 12 years of experience training safe alcohol methods.

It is our interpretation of this bid that the City would like a contractor that can essentially partner with them in helping to continue to grow the existing events and possibly assist in creating new ones. The City would like to be comfortable that the attendees are safely and professionally being accommodated in a friendly manner with up-to-date offerings and using local purveyors whenever possible. We hope the information provided will show PCI to be the best candidate.



9067 Southern Blvd West Palm Beach, FL 33411 561-795-6435 West Palm Beach

Business Experience & References - Current Accounts

<u>South Florida Fairgrounds & Expo Center</u> – 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, rodeos, dances, Red Cross disaster relief...PCI does it and does it well. Anyone is South Florida Fair administration will tell you. Contact: Ms. Vicki Choris 561-644-0785, Vicki@southfloridafair.com

Central Florida Fairgrounds/Orlando Amphitheater – 4603 W. Colonial Drive, Orlando, FL. Capacity 10,000+. PCI is currently in it's 7th year of operations at this busy Orlando facility. CFF is home to the Central Florida Fair in addition to many trade and exhibition shows held weekly. The Orlando Amphitheater is also located on the grounds hosting national acts. Contact: Mr Shawn Kraul 407-295-3247, shawn@centralfloridafair.com

Mizner Centre for the Arts/Mizner Park Amphirtheater – 590 Plaza Real, Boca Raton, FL. Capacity 5000. PCI is in it's fifteenth year at this facility. 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 the venue to be licensed for food service. The Amphitheater plays host to many headliner acts. Contact: Ms. Amy DiNorscio, City of Boca Raton, 561-212-7189, adinorscio@ci.boca-raton.fl.us

Pompano Beach Amphitheater and Festival Grounds – 1801 NE 6th St., Pompano Beach, FL. PCI is in our 20th year of food and beverage concessions including full liquor bars at this venue hosting concerts, festivals and a variety of entertainment through the City of Pompano Beach and several national promoters. PCI provides concession services to Amphitheater crowds ranging from 1,000 to 18,000. Contact: Mr. Scott Moore City of Pompano Beach, 954-734-0752, scott.moore@copbfl.com

<u>Bergeron Rodeo Arena</u> – 6591 SW 45 St., Davie, FL 33314 Capacity 7500. We are currently in our eighteenth year as concessionaire to the Town of Davie. Weekly Brothers Rodeos, Orange Blossom Festival, wrestling, dog shows, arts and crafts shows, concerts and more. Contact: Simone James-Chrichton, Special

Events Director, Town of Davie 954-797-1076, simone james-crichton@davie-fl.gov

Mark Light Stadium – 5800 San Amaro Dr., Coral Gables, FL 33416. Capacity 4000. Mark Light is the home of the five-time National Champion University of Miami Hurricane Baseball Team. Contact: Nick Canyock 305-284-2923, ncanyock@miami.edu

<u>Bayfront Park Amphitheater</u> – 300 Biscayne Blvd., Miami, FL. Capacity 12,000. We are currently in our tenth year of operating full concessions at this amphitheater on Biscayne Bay. Contact: Joe Nieman – Live Nation Worldwide 561-795-8883, iosephnieman@livenation.com

<u>Fillmore Theatre</u> – 1700 Washington Ave., Miami Beach, FL Capacity 2500. PCI is now in our 8th year of food and beverage concessions for Live Nation at this landmark venue, previously the Jackie Gleason Theater. Contact: Trenton Banks 610-888-8211, trentonbanks@livenation.com

St. Augustine Amphitheater – 1340 A1A South, St. Augustine, FL Capacity 4000 This is one of our busiest accounts. It hosts concerts, movie nights, festivals, civic and cultural events for St John's county. Our first year was 2008 and last year were awarded a twelve year agreement. Contact: Gabe Pellicier, Amphitheater Manager 904-209-3746, qpellicer@sjcfl.us

<u>Sunset Cove Amphitheater</u> – 12551 Glades Road, Boca Raton, FL 33498 Capacity 6,000+. This is our ninth year working with Palm Beach County and various promoters. No permanent concessions, we bring it all. Contact: Donald Perez, Amphitheater Manager for Palm Beach County, 561-966-7030, dmperez@pbcgov.org

Ponte Vedra Concert Hall – 1050 A1A North, Ponte Vedra Beach, FL 32082. Capacity 1000. St. John's County awarded this to us based on our performance at the St. Augustine Amphitheater. Over 50 shows a year. Contact: Mr. Gabe Pellicier, Concert Hall Manager 904-209-3746, gpellicer@sjcfl.us

<u>Thrasher Horne Center</u> – 283 College Drive, Orange Park, FL. Capacity 1750 On the campus of St. John's River College. It is the premier gathering place in Northeastern Florida for music, theater and dance. We provide full service food and beverage. Contact: Anna Zirbel 904-276-6853, <u>annazirbel@sjrstate.edu</u>

<u>Mills Pond Park</u> – 2201 NW 9th Ave. Fort Lauderdale, FL 33311. This is our 20th year at this adult softball complex in the heart of Fort Lauderdale. Regular league play plus tournaments. Contact: Tommy Hall, Director of Operations 954-828-8942, thall@fortlauderdale.gov

PCI is currently active in several major festivals and special events throughout Florida

Business Experience – Past Accounts

Miami Orange Bowl Stadium

Fort Lauderdale Stadium – Baltimore Orioles Spring Training
Lockhart Stadium – Soccer and Football Events – Fort Lauderdale

St. Lucie County Fairgrounds – Ft. Pierce, FL

FIU Football

FIU Baseball

FAU Baseball

FAU Football – Lockhart Stadium

War Memorial Auditorium – Fort Lauderdale

Palm Beach Polo Stadium – Wellington, FL

D 1 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, War Memorial Auditorium, Bayfront Amphitheater, Sunset Cove Amphitheater, Mills Pond Park.
- . 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 Consultant

1997

Helped create and open the Rush Street Night Club in Fort Lauderdale, FL. I purchased the equipment, created the menus, 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 to 2nd Street in Fort Lauderdale.

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, Catermate, Foodtrak and Accardis.

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

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 and bar.

Steak and Brew, Longchamps, various locations in the northeast

1973-1978

Started out of college as a Management Trainee and progressed to General Manager in New York, Connecticut and Massachusetts

EDUCATION	and the second s
SUNY at New Paltz	1973-1974
Classes in Fine Arts and Education.	
Dutchess Community College	1971-1973
Associates Degree in Humanities	

3/2/2021

SALVATORE RONGA

12248 76th Road North, West Palm Beach, FL. 33412 · 561-644-3444 sal@professionalconcessions.com

EXPERIENCE

FEBURARY 1996 - CURRENT

OPERATIONS MANAGER, PROFESSIONAL CONCESSIONS, INC

Assisting the CEO with the day to day operations of the business, including planning and executing events, staffing and implementation and managing information technologies.

JUNE 2000 - DECEMBER 2000

FINANACIAL SERVICE REPRESENTIVE, FIDELITY FEDERAL BANK &TRUST

Aided existing and potential banking clients in opening, closing, and maintaining their accounts with the institution.

EDUCATION

DECEMBER 2001

ASSOCIATES IN BUSINESS ADMIN, PALM BEACH STATE COLLEGE

Where I discovered my interest, in business and accounting.

JUNE 1997

HIGH SCHOOL DIPLOMA, LAKE WORTH COMMUNITY HIGH SCHOOL

Graduated with Honors, a decorated member of the School's JROTC program.

SKILLS

- Establishing long lasting relationships with clients, promoters, and sponsors
- Certified Food Safety Manager

- TiPs certified Bartender
- Catering/ Concessions
- Implementation Mobile Device
 Management and other IT technologies

ACTIVITIES

When I am not working, I enjoy running and working out. Spending time with my family and young children. I also volunteer with the local chamber in the planning of the annual holiday parade. Also give time helping with the South Florida Fair.

Jennifer Lynn Curtin

4907 Midtown Lane Unit 1303. Palm Beach Gardens, FL, 33418, (219) 577-2140, Jennifer.Curtin@hotmail.com

Dedicated, enthusiastic and hard-working hospitality management professional with over 10 years of experience. Extensive daily planning and operations experience with a winning attitude and desire to deliver exceptional experiences. Focused on setting high expectations and raising service standards. Savvy marketer with a track record of improving revenue, reducing turnover, and increasing customer satisfaction. Successfully lead teams of over 50, inclusive of associate staff and management.

EXPERIENCE

Fresh Kitchen, Boca Raton, FL

Assistant General Manager August 2017-May 2018

- Responsible for assigning job duties to team members and create work schedules
- Interview and hiring of new team members
- Review financial statements and sales reports to track productivity and to meet sales goals

Toojay's Gourmet Deli South Florida Area

Assistant General Manager June 2015- July 2017

- Responsible for maximizing profitability by ensuring accurate execution of recipes, par levels, and POS checks
- Trained and managed a team of 50+ employees
- Responsible for meeting financial objectives through forecasting, controlling food cost, and scheduling expenditures
- Support company initiatives by educating and training managers and team members to achieve success

Homewood Suites Tampa/Brandon, White Lodging Services, Tampa, FL

General Manager February 2015-June 2015

- Managing a 126 suite hotel that has gross revenue exceeding \$4.6 million
- Trained in forecasting, budgeting, and P/L maximization
- Weekly sales calls to top accounts/new clients
- Weekly calls with revenue manager for profitable revenue generation

Hilton Garden Inn/Hampton Inn West Palm Beach Airport, White Lodging Services, West Palm Beach, FL

Dual Assistant General Manager October 2013-February 2015

- Assist in business planning and budgeting for hotel departments
- Responsible for all hiring and development of line level employees and managers
- Assist with profit and loss statements
- Responsible for daily operational tasks needed for internal audit purposes including: credit to credit cards, credit card reconciliation, and tax exemptions
- Manage ordering and financial statements for the Garden Grille and Bar

Courtyard by Marriott, White Lodging Services, Hammond, Indiana

Assistant General Manager November 2012-October 2013

Operations Supervisor January 2012-November 2012

- Ranked #1 of 849 Courtyard properties in service
- Provide high levels of customer service including conflict resolution and customer complaints
- Manage the ordering and financial statements for the Bistro, Eat. Drink. Connect.
- Administrate funds in accounts receivable
- Manage accounts payable tasks, such as uploading and coding invoices
- Completed 85 unit guest room renovation
- Completed Bistro lobby renovation and re-training

EDUCATION

Purdue University Calumet Hammond, IN

Bachelor of Science in Hospitality and Tourism Management

Feasibility Studies, Facility Management, Managerial Accounting, Marketing, Human Resources, and Fine Dining **SKILLS**

- Microsoft Office Applications (Word, Excel, Power Point, etc.)
- FOSSE Front Office System
- OnQ Property Management System
- Micros Point-of-Sale System
- Aloha Point-of-Sale System
- ReportSafe (UCERF)
- Kronos Time Management System
- Pixel Point-of-Sale System
- Monkey Media Catering Administrator Application

3/2/2021	BidSync	р. 20

• Tripleseat Catering Administrator Application



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TAB 3 4.2.4 APPROACH TO SCOPE OF WORK



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4.2.4 - Approach to Scope of Work

One thing we have learned in our years of working with the City of Fort Lauderdale is that the needs of each event are as varied as the number of parks and venues that they are presented in. For the Downtown Countdown or Great American Beach Party, the City's project manager must coordinate the arrival and placement of a multitude of equipment and entities in a very limited space. This requires delicate planning to bring in each, properly place and then make way for the next. A Herculean task which PCI understands and makes every effort to work with and assist the city's representatives.

PCI operates special events throughout Florida daily. With the possibility of multiple events on any given day we need to plan each event regarding:

Expected Attendance
Time of Events
Location
Type of event
Equipment needed
Staff needed
Product needed
Deliveries and Pickup
Cash and Credit Plan

We have a good understanding of what is needed at events. We have done thousands of events each year for over 30 years. We have a staff of hundreds of bartenders and a number of full time managers. We will have no issues making your events happen in a professional manner.

Proposed Alcohol Concessions Menu

16 oz.		\$6.00 - \$9.00
24 oz.		\$8.00 - \$12.00
Beer	16 oz.	\$8.00 - \$11.00
	24 oz.	\$10.00 - \$13.00
12 oz.		\$6.00
16 oz.		\$8.00
12 oz.		\$8.00
16 oz.		\$10.00
Specialty Coolers/Seltzers 12 oz – 16 oz.		
		\$8.00 - \$11.00
		\$11.00 - \$14.00
		\$8.00 - \$11.00
		\$11.00 - \$14.00
Premium Cocktails – Single		
ıble		\$15.00 - \$18.00
16 oz. Bottled Water or Canned Soda		
	24 oz. eer 12 oz. 16 oz. 12 oz. 16 oz. s 12 oz	24 oz. seer 16 oz. 24 oz. 12 oz. 16 oz. 12 oz. 16 oz. 12 oz. 16 oz. s 12 oz – 16 oz.

Specialty Cocktails, Craft Cocktails or Frozen Cocktails, if warranted would be priced by event, based on the market cost of ingredients.

Beer selections would usually be 2 domestic with at least 1 premium or craft beer, depending on sponsorship requirements.

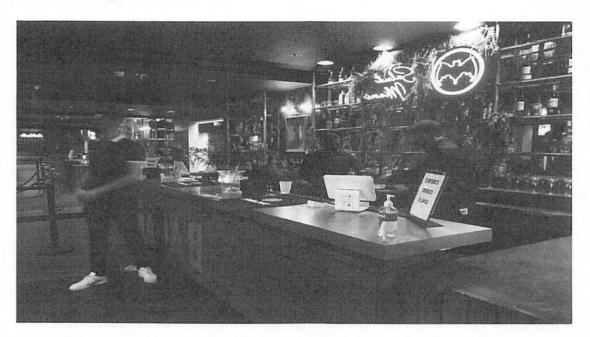
Alcohol selections would include gin, blended whisky, vodka, scotch, bourbon, Jack Daniels, rum and tequila.

Minimum wine selections would be a white and a red. Cabernet Sauvignon, Pinot Noir, Pinot Grigio or Chardonnay.

We are providing a range of pricing as the different events would require a much different pricing structure. The scope of a New Year's Eve would support and require a higher pricing structure than Light up the Beach or a Starlight Musical. This requires close working with the City's manager for each event. Also, sponsorships could dictate an adjustment in an event's pricing structure. PCI has working relationships with the local distributors and breweries.

Vendor Uniform Appearance

The PCI beverage staff uniform is black. The formality of the event and preferences of the event management will dictate the specific uniform. We have the ability to present in white shirt and bow tie for a formal event to black tank top for the beach.



Vince, Franz & Claudia, The Filmore Miami Beach at the Jackie Gleason Theater



PCI crew at the Paragon Festivals Seafood Festival at Mizner Park



Marcello at the South Side Art Reception



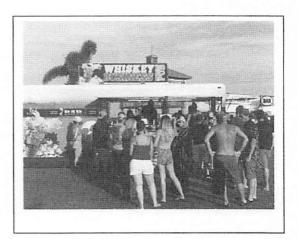
PCI Team

Concession Appearance

One of PCI's greatest assets is our adaptability. Over the years as we have taken on new and different events, we have also acquired all the trappings need to properly service the needs of these events. We currently own tents, facades and bars to set up hundreds of feet of beverages stations. In addition, we own 4 mobile bar trailers, each capable of housing 40 kegs of beer each. We also own 12 refrigerated beer trailers with 8-20 taps each and a capacity of housing 20-50 kegs of beer each. We have specialty carts and our newest acquisition is specialized trussing to add a finishing touch to beverage areas. For inventory and accounting we use the Square POS system and currently own 200 IPad units.

Bar Trailers





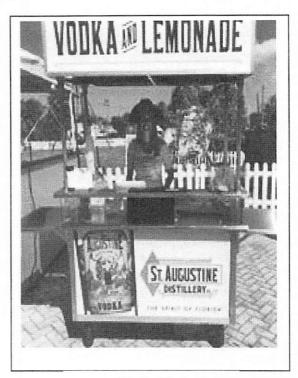




Specialty Carts



Nautical Flea Market

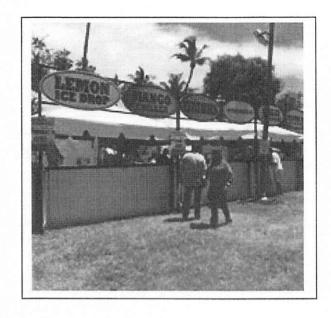


Pirate Fest

Beverage Stands



Rockfest at CB Smith Park



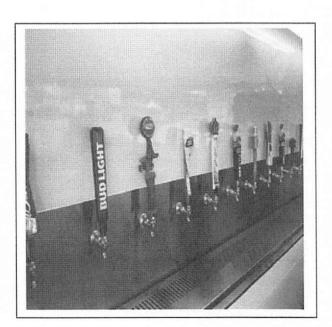


Concert at Miramar Amphitheater

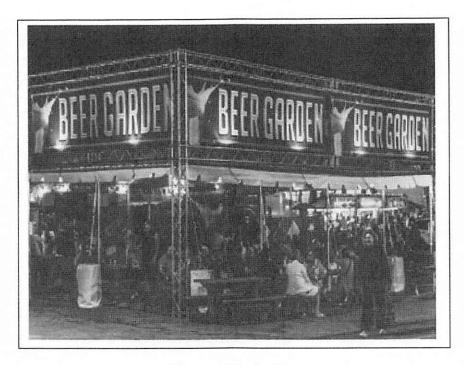
Miami Dade Fair

Beer Trailers





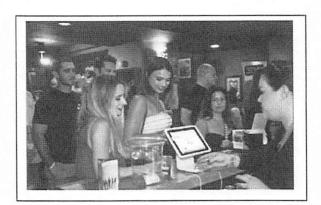
Trussing for Specialty Areas



Beer Garden, South Florida Fair

Square Point of Sale System





Sustainable Operations

PCI has long been a friend to the environment. Our cups are, as a rule, biodegradable or, when absolutely necessary, recyclable. Many of our accounts prohibit service in cans or plastic bottles. We provide separate stands on our bars for the proper disposal of these units. Only paper straws are dispensed and only upon request. Cup lids also only dispensed upon request.



Emission Control System Warranty

Your new Honda Power Equipment engine complies with the U.S. EPA, Environment Canada and State of California emission regulations. American Honda Motor Co., Inc. provides the emission warranty coverage for engines in the United States, and its territories. Honda Canada Inc. provides the emission warranty for engines in the 13 provinces and territories of Canada! In the remainder of this Emission Control System Warranty, American Honda Motor Company Inc. and Honda Canada Inc. will be referred to as Honda.

YOUR WARRANTY RIGHTS AND OBLIGATIONS:

The California Air Resources Board and Honda are pleased to explain the emission control system warranty on your Honda Power Equipment engine. In California, new spark-ignited small off-road equipment engines must be designed, built and equipped to meet the State's stringent anti-smog standards.

Other States, U.S. territories and Canada

In other areas of the United States and in Canada, your engine must be designed, built, and equipped to meet the U.S. EPA and Environment Canada emission standards for spark-ignited engines at or below 19 kilowatts.

All of the United States and Canada

Honda must warrant the emission control system on your power equipment engine for the period of time listed below, provided there has been no abuse, neglect or improper maintenance of your power equipment engine. Where a warrantable condition exists, Honda will repair your power equipment engine at no cost to you including diagnosis, parts and labor.

Your emission control system may include such parts as the carburetor or fuel injection system, the ignition system, and catalytic converter. Also included may be hoses, connectors and other emission-related assemblies.

MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later power equipment engines are warranted for two years. If any emission-related part on your engine is defective, the part will be repaired or replaced by Honda.

OWNER'S WARRANTY RESPONSIBILITY:

As the power equipment engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Honda recommends that you retain all receipts covering maintenance on your power equipment engine, but Honda cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

As the power equipment engine owner, you should however be aware Honda may deny you warranty coverage if your power equipment engine or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

You are responsible for presenting your power equipment engine to a Honda Power Equipment dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

If you have any questions regarding your warranty rights and responsibilities, you should contact the Honda Office in your region:

American Honda Motor Co., Inc. **Power Equipment Customer Relations** 4900 Marconi Drive Alpharetta, Georgia 30005-8847 Telephone: (770) 497-6400

Honda Canada Inc. Power Equipment Customer Relations 715 Milner Avenue Toronto, ON M1B 2K8 Telephone: (888) 946-6329

WARRANTY COVERAGE:

Honda power equipment engines manufactured after January 1, 1995 and sold in the State of California, U.S. EPA certified engines manufactured on or after September 1, 1996 and sold in all of the United States, and Canadian certified engines manufactured on or after January 1, 2005 are covered by this warranty for a period of two years from the date of delivery to the original retail purchaser. This warranty is transferable to each subsequent purchaser for the duration of the warranty period.

Warranty repairs will be made without charge for diagnosis, parts or labor. All defective parts replaced under this warranty become the property of Honda. A list of warranted parts is on the reverse side of this warranty statement. Normal maintenance items, such as spark plugs and filters, that are on the warranted parts list are warranted up to their required replacement interval only.

Honda will also replace other engine components damaged by a failure of any warranted part during the warranty period.

Only Honda approved replacement parts may be used in the performance of any warranty repairs and must be provided without charge to the owner. The use of replacement parts not equivalent to the original parts may impair the effectiveness of your engine emission control system. If such a replacement part is used in the repair or maintenance of your engine, and an authorized Honda dealer determines it is defective or causes a failure of a warranted part, your claim for repair of your engine may be denied. If the part in question is not related to the reason your engine requires repair, your claim will not be denied.



Emission Control System Warranty

TO OBTAIN WARRANTY SERVICE:

You must take your Honda Power Equipment engine or the product on which it is installed, along with your sales registration card or other proof of original purchase date, at your expense, to any Honda Power Equipment dealer who is authorized by Honda to sell and service that Honda product during his normal business hours. Claims for repair or adjustment found to be caused solely by defects in material or workmanship will not be denied because the engine was not properly maintained and used.

If you are unable to obtain warranty service, or are dissatisfied with the warranty service you received, contact the owner of the dealership involved. Normally this should resolve your problem. However, if you require further assistance, write or call the Honda Power Equipment Customer Relations Department in your region.

EXCLUSIONS:

FAILURES OTHER THAN THOSE RESULTING FROM DEFECTS IN MATERIAL OR WORKMANSHIP ARE NOT COVERED BY THIS WARRANTY. THIS WARRANTY DOES NOT EXTEND TO EMISSION CONTROL SYSTEMS OR PARTS WHICH ARE AFFECTED OR DAMAGED BY OWNER ABUSE, NEGLECT, IMPROPER MAINTENANCE, MISUSE, MISFUELING, IMPROPER STORAGE, ACCIDENT AND/OR COLLISION, THE INCORPORATION OF, OR ANY USE OF, ANY ADD-ON OR MODIFIED PARTS, UNSUITABLE ATTACHMENTS, OR THE UNAUTHORIZED ALTERATION OF ANY PART.

THIS WARRANTY DOES NOT COVER REPLACEMENT OF EXPENDABLE MAINTENANCE ITEMS MADE IN CONNECTION WITH REQUIRED MAINTENANCE SERVICES AFTER THE ITEM'S FIRST SCHEDULED REPLACEMENT AS LISTED IN THE MAINTENANCE SECTION OF THE PRODUCT OWNER'S MANUAL, SUCH AS: SPARK PLUGS AND FILTERS.

Disclaimer of Consequential Damage and Limitation of Implied Warranties:

AMERICAN HONDA MOTOR CO., INC. AND HONDA CANADA INC. DISCLAIM ANY RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF TIME OR THE USE OF THE POWER EQUIPMENT, OR ANY COMMERCIAL LOSS DUE TO THE FAILURE OF THE EQUIPMENT; AND ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. THIS WARRANTY IS APPLICABLE ONLY WHERE THE CALIFORNIA, U.S. EPA OR ENVIRONMENT CANADA EMISSION CONTROL SYSTEM WARRANTY REGULATION IS IN EFFECT.

EMISSION CONTROL SYSTEM WARRANTY PARTS:

SYSTEMS COVERED BY THIS WARRANTY:	PARTS DESCRIPTION:	
Fuel Metering	Carburetor assembly, (includes starting enrichment system), Engine temperature sensor, Engine control module, Fuel regulator, Intake manifold	
Evaporative	Fuel tank, Fuel cap, Fuel hoses, Vapor hoses, Carbon canister, Canister mounting brackets, Fuel strainer, Fuel cock, Fuel pump, Fuel hose joint, Seal cap, Canister purge hose joint	
Exhaust	Catalyst, Exhaust manifold	
Air Induction	Air filter housing, Air filter element*, Crankcase breather tube	
Ignition	Flywheel magneto, Ignition pulse generator, Crankshaft position sensor, Power coil, Ignition coil assembly, Ignition control module, Spark plug cap, Spark plug*	
Miscellaneous Parts	Tubing, fittings, seals, gaskets, and clamps associated with these listed systems.	

Note: This list applies to parts supplied by Honda and does not cover parts supplied by the equipment manufacturer. Please see the original equipment manufacturer s emissions warranty for non-Honda parts.

Covered up to the first required replacement only. See the Maintenance Schedule in the owner s manual.

Professional Concessions,Inc.

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TAB 4 4.2.5 REFERENCES

Professional Concessions, Inc.

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4.2.5 - References

<u>South Florida Fairgrounds</u> – 9067 Southern Blvd., West Palm Beach, FL 33411. This is our largest account and held since 2005. Concerts, rodeos, dances, Red Cross disaster relief, trade shows. Three of the largest events: South Florida Fair attendance 500,000, Barrett Jackson Auto Auction attendance 75,000, Fright Nights attendance 50,000. Contact Vicki Choris, 561-644-0785, <u>vicki@southfloridafair.com</u>.

<u>Mizner Park Amphitheater</u> – 590 Plaza Real, Boca Raton, FL 33432. Also an account held since 2005. It has been the site of concerts and festivals, both nationally and locally promoted. Paragon Festivals Seafood Festival attendance 12,000, LiveNation's Bluesfest attendance 12,000, LOTUS Fest attendance 5,000. Contact Amy DiNorscio, 561-212-7189, adinorscio@ci.boca-raton.fl.us

<u>Sunset Cove Amphitheater</u> – 20405 Amphitheater Circle, Boca Raton, FL 33489. While Sunset Cove is an open venue and not contracted to a specific vendor, PCI has been the city's preferred vendor for a decade. Concerts and festivals are the main events. Forbidden Kingdom attendance 10,000, Slightly Stoopid attendance 8,000, Sublime attendance 7,000. Contact Donald Perez, 561-966-7030, dmperez@pbcgov.org.

Both Mizner Park and Sunset Cove have no permanent concession facilities and require a full build out for each event. The South Florida Fairgrounds has a number of buildings with some concession facilities. However, most large events require additional bar locations inside and full build out outside.

Professional Concessions, Inc.

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TAB 5 4.2.6 MINORITY/WOMEN PARTICIPATION

Professional Concessions,Inc.

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While PCI is not a certified minority business enterprise, our current vice president is Maddison Byrnes and our current management structure features a minimum of 50% woman occupied positions.

Professional Concessions, Inc.

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TAB 6 4.2.7 SUBCONTRACTORS

Professional Concessions,Inc.

9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

4.2.7 - Subcontractors

Frozen Drinks Unlimited 15570 Rolling Meadows Circle Wellington, FL 33414 Lonnie Weinberg 561-252-1551

Professional Concessions,Inc.

9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

TAB 7
4.2.8 REQUIRED FORMS

BID/PROPOSAL CERTIFICATION

<u>Please Note</u>: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you 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/).
Company: (Legal Registration) Professional Concessions Inceln (Optional): 59-2191892
Address: 9069 Southern Blud
city: West Palm Beach state: FL zip: 33411
Telephone No. 561-795-6435 FAX No.: NA Email: Wearpjeaol. com
Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): Transcription
Total Bid Discount (section 1.05 of General Conditions):
Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions):
ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:
Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued
requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button.
The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.
Submitted by: Maddison Byrnes Name (printed) Signature
2/25/2021 Vice President Title

SECTION VI - PRICE PROPOSAL PAGE

Proposer Name: Trotessional Concession Inc

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

Percentage Concession Fee in the amount of <u>32</u>% of gross receipts net of sales tax. (Minimum acceptable percentage is 30%)

For events generating over \$10,000.00 Concession Fee 35%

For events generating over \$25,000.00 Concession Fee 40%

Submitted by:

Nome (printed)

2/25/2021

Signature

Vice Dresident

Version 10-2020

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.

Authorized Signature

Name (Printed)

Title

Date

Rev 05-2020

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

(a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Maddamby Authorized Signature

Modicin Byrner P
Print Name and Title

Doto

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid/Contract No: #565-11697

Beverage Concession Services =

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Professional Concessions Inc

Authorized Company Person's Signature: Maddu Byn

Authorized Company Person's Title: Vice president

Date: 12/25/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2020

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(les) must have ADDITIONAL INSURED provisions or 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 certifi			
PRODUCER		CONTACT NAME:	
Brown & Brown of Florida, Inc.		PHONE (954) 778-2222	FAX (A/C, No): (954) 776-4446
1201 W Cypress Creek Rd		E-MAIL ADDRESS: certs@bbfilaud.com	
Suite 130		INSURER(S) AFFORDING COVERAGE	NAIC#
Fort Lauderdale	FL 33309	INSURER A: Hartford Fire Insurance Company	19682
INSURED		INSURER 8: Trumbull Insurance Company	27120
Professional Concessions, Inc.		INSURER C: Twin City Fire Insurance Company	29459
9067 Southern Blvd		INSURER D: Technology Insurance Company, Inc.	42376
		INSURER E:	
West Palm Beach	FL 33411	INSURER F:	
COVERAGES CERTIFICATE			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE	FLISTED 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	INSD W	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
-IIK	COMMERCIAL GENERAL LIABILITY						s 1,000,000
	CLAIMS-MADE X OCCUR	1 1				DAMAGE TO RENTED PREMISES (En occurrence)	s 300,000
ł	CDUMS-MADE [73] CCCCI.	1 1	i .			MED EXP (Any one person)	s Excl
A			21CESOF7419	08/18/2020	08/18/2021	PERSONAL & ADV INJURY	s 1,000,000
	GENLAGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s 2,000,000
1	POLICY PRO X LOC					PRODUCTS - COMP/OP AGG	s 2,000,000
1	OTHER:			ľ			\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000
1	X ANY AUTO	1 1	21UENHH2618	ļ	08/28/2021	BODILY INJURY (Per person)	s
В	OWNED SCHEDULED	1 1		08/28/2020		BODILY INJURY (Per accident)	S
اتا	AUTOS ONLY AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident)	\$
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c	EXCESS LIAB CLAIMS-MADE		21XSON1406	08/18/2020	08/18/2021	AGGREGATE	s 7,000,000
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-	WORKERS COMPENSATION	1				X PER STATUTE ER	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N	1 1		01/01/2021	01/01/2022	E.L. EACH ACCIDENT	s 1,000,000
ן טן	OFFICER/MEMBER EXCLUDED?	N/A	TWC3943853	01/01/2021	01/01/2022	E.L. DISEASE - EA EMPLOYEE	s 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	1				E.L. DISEASE - POLICY LIMIT	s 1,000,000
-						Occurrence	1,000,000
A	Liquor Liability	1 1	21CESOF7419	08/18/2020	08/18/2021	Aggregate	1,000,000
1 ^	1	1 1	1	1	1	1	1

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: RFP 565-11694, Beverage Concession Services City of Fort Lauderdale is listed as additional insured as respects general liability as required by written contract.

CERTIFICATE HOLDER		CANCELLATION
City of Fort Lauderdale Procurement Services Division		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
100 N Andrews Avenue, RM 619		AUTHORIZED REPRESENTATIVE
Fort Lauderdale	FL 33301	
Poit cauderdate		2 4000 COAT A COOR CORPORATION All rights reserve

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783 850,487,1395

PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS INC 9067 SOUTHERN BLVD WEST PALM BEACH FL 33411

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV1615566

ISSUED: 02/25/2020

RETAILER OF ALCOHOLIC BEVERAGES PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS INC

IS LICENSED under the provisions of Ch.564 FS. Expiration date: MAR 31, 2021 L2002250001717

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RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
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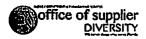
BEV1615566 2COP

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PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS INC 2201 NORTHWEST 9TH AVENUE FORT LAUDERDALE FL 33311





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BEV1616062

ISSUED: 02/25/2020

RETAILER OF ALCOHOLIC BEVERAGES PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS

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Expiration date: MAR 31, 2021 L200225000171B

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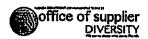
BEV1616062 SERIES

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PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS BERGERON RODEO ARENA 4271 DAVIE ROAD DAVIE FL 33314





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BEV6013513

ISSUED: 02/25/2020

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IS LICENSED under the provisions of Ch.565 FS. Expiration date: MAR 31, 2021 L2002250001723

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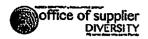
BEV6013513 13CT

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





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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV6013015

ISSUED: 02/25/2020

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HALSEY BESHEARS, SECRETARY

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

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Under the provisions of Chapter 561 FS.
Expiration date: MAR 31, 2021
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BEV2329597

ISSUED: 02/25/2020

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Expiration date: MAR 31, 2021 L2002250001720

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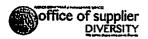
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PROFESSIONAL CONCESSIONS INC BAYFRONT PARK AMPHITHEATER 301 BISCAYNE BLVD BAYFRONT PARK AMPHITHEATER MIAMI FL 33131







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BEV1617117

ISSUED: 02/25/2020

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

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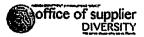
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DIV OF ALCOHOLIC BEVERAGES & TOBACCO 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783 850.487.1395

PROFESSIONAL CONCESSIONS INC AND CITY OF MIAMI BEACH FILLMORE MIAMI BEACH AT THE JACKIE GLEASON THEATER (THE) 9067 SOUTHERN BOULEVARD C/O DENNIS J. MANIERI, PROFESSIONAL CONC WEST PALM BEACH FL 33411

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BEV2301492 ISSUED: 02/25/2020
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PROFESSIONAL CONCESSIONS INC AND CITY OF
MIAMI BEACH
FILLMORE MIAMI BEACH AT THE JACKIE

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DIV OF ALCOHOLIC BEVERAGES & TOBACCO

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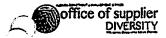
PROFESSIONAL CONCESSIONS INC AND CITY OF MIAMI BEACH FILLMORE MIAMI BEACH AT THE JACKIE GLEASON THEATER (THE) 1700 WASHINGTON AVENUE MIAMI BEACH FL-33139



ISSUED: 02/25/2020

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SEQ # L2002250001724



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AC# 02767550

 SIGNATURE	

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The Department of Business and Professional Regulation (DBPR), issues licenses for many licensed businesses and practitioners in the State of Florida.

DBPR is changing the way you interact with state government. Many of DBPR's services are available online at www.MyFloridaL.jcense.com. We encourage you to utilize these services to make address changes, licensing changes or to renew your license.

Name changes require legal documentation verifying the name change, which must be mailed to the DBPR. An original, a certified copy or a duplicate copy of an original or certified copy of a document that shows the legal name change will be accepted, unless the DBPR has a question about the authenticity of the document.

If applicable, the DBPR will send a renewal notice to your last known address or email address of record. If you have not received your renewal notice, please call our Customer Contact Center at 850.487.1395 or online at www.MyFloridaLicense.com/contactus.

lease refer to your profession's governing statutes and Administrative codes for further information regarding renewals. These may be accessed from our website.

AC#02767550

BidSync

p. 60



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783 850.487.1395

PROFESSIONAL CONCESSIONS INC PCI/SOUTH FLORIDA FAIRGROUNDS 9067 SOUTHERN BOULEVARD C/O SO FLA FAIR 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!



BEV6010990

ISSUED: 02/25/2020

RETAILER OF ALCOHOLIC BEVERAGES PROFESSIONAL CONCESSIONS INC PCI/SOUTH FLORIDA FAIRGROUNDS

1S LICENSED under the provisions of Ch 565 FS Exerction date MAR3: 202: L2222502472:

DETACH HERE

RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

STATE OF FLORIDA

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

		PIA CL VEGGLIGHIO II
LICENSE NUMBER	SERIES	
BEV6010990	4COP	

The RETAILER OF ALCOHOLIC BEVERAGES Named below IS LICENSED Under the provisions of Chapter 565 FS. Expiration date: MAR 31, 2021

> PROFESSIONAL CONCESSIONS INC PCI/SOUTH FLORIDA FAIRGROUNDS 9067 SOUTHERN BLVD WEST PALM BEACH FL 33411





The Department of Management Services' Office of Supplier Diversity "serves those who serve Florida."

The Office of Supplier Diversity provides resources designed to improve business and economic opportunities for Florida's woman-, veteran- and minority-owned businesses. Learn more about becoming a certified business enterprise at dms.myflorida.com/osd or call 850-487-0915.

my Warket Place

To find out about State of Florida tools supporting statewide centralized procurement activities which have streamlined interactions between vendors and state government entities, please contact or visit the Department of Management Services' MyFloridaMarketPlace at: https://vendor.myfloridamarketplace.com

AC# 02767547

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Please refer to your profession's governing statutes and Administrative codes for further information regarding renewals. These may be accessed from our website.

AC#02767547

Form W-9
(Rev. October 2018)
Department of the Treasury

Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
	Professional Concessions Inc.									, <u>.</u>
	2 Business name/disregarded entity name, if different from above									
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner. Other (see instructions) S Address (number, street, and apt. or suite no.) See instructions. Requester's name						estate Exemption from FATCA reporting				ing
Spe	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's r	name an	d add	ress (op	tional	1		
See	9067 Southern Blvd.									
0)	6 City, state, and ZIP code									
	West Palm Beach, FL 33411									
	7 List account number(s) here (optional)									
Pa	rt I Taxpayer Identification Number (TIN)		id Soc	ial secu	rity n	umber				
Enter	your TIN in the appropriate box. The TIN provided must match thup withholding. For individuals, this is generally your social securit	e name given on line 1 to avo ty number (SSN), However, fo	~~ <u> </u>		1 [7 [=	T	
racid	ent alien, sole proprietor, or disreparded entity, see the instruction	is for Part I, later. For other			-		-			1 1
entities, it is your employer identification number (EIN). If you do not have a number, see How to get a										
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Purpose of Form

3/2/2021

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form W-9 (Rev. 10-2018)



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
PROFESSIONAL CONCESSIONS, INC.

Filing Information

Document Number J11096

FEI/EIN Number 59-2691892

Date Filed 04/24/1986

State FL

Status ACTIVE

Principal Address

9067 SOUTHERN BLVD

WEST PALM BEACH, FL 33411

Changed: 02/08/2010

Mailing Address

9067 SOUTHERN BLVD.

WEST PALM BEACH, FL 33411

Changed: 01/10/2006

Registered Agent Name & Address

Beck, Bruce E

9067 SOUTHERN BLVD.

WEST PALM BEACH, FL 33411

Name Changed: 02/27/2013

Address Changed: 02/27/2013

Officer/Director Detail

Name & Address

Title CEO, President

BECK, BRUCE E. 17230 GULF PINE CIRCLE WELLINGTON, FL 33414

Title Officer

Ronga. Salvatore

9067 SOUTHERN BLVD WEST PALM BEACH, FL 33411

Title vice president

Byrnes, Maddison A 9067 SOUTHERN BLVD. WEST PALM BEACH, FL 33411

Annual Reports

Report Year	Filed Date
2018	03/07/2018
2019	02/08/2019
2020	03/17/2020

Document Images

Document images	
03/17/2020 ANNUAL REPORT	View image in PDF format
02/08/2019 - ANNUAL REPORT	View image in PDF format
03/07/2018 - ANNUAL REPORT	View image in PDF format
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02/19/2015 ANNUAL REPORT	View image in PDF format
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01/03/2005 - ANNUAL REPORT	View image in PDF format
02/13/2004 ANNUAL REPORT	View image in PDF format
02/05/2003 - ANNUAL REPORT	View image in PDF format
04/30/2002 ANNUAL REPORT	View image in PDF format
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05/08/2000 - ANNUAL REPORT	View image in PDF format
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04/20/1995 ANNUAL REPORT	View image in PDF format

Professional Concessions,Inc.

9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

TAB 8 EMPLOYEE MANUAL

Employee Handbook Hud guide



Contact information:

Main office phone 561-793-1971

Fax 561-795-6414

Website: www.professionalconcessions.com

Mailing address

9067 Southern Blvd

West Palm Beach FL.

33411

Bruce Beck-President/CEO

Maddison Byrnes-Vice President

Stephanie Beck / HR-accounting stephanie@professionalconcessions.com

Sal Ronga-South Florida Fairgrounds sal@professionalconcessions.com

Jen Segui -St Augustine Tweet9747@gmail.com

Debbie Hess -South Florida Fairgrounds Tenhess24@aol.com

Kendrick Rivera- FIU Kendrickrivera@me.com Pj Wear- Ft Lauderdale-Miami wearpj@aol.com

Maddison Beck <u>Maddison@professionalconcessions.com</u> 561-308-0206

Pete Staula- Miami & Fillmore Peter@professionalconcessions.com

Theo Byrnes - Orlando Tibyrnes@yahoo.com

Violetta Figueroa

<u>Violettafigueroa@hotmail.com</u>



INTRODUCTION

WELCOME TO TEAM PCI! We are very proud of our team and how far we have come, we are happy to have you be a part of it. We hope you find your employment with us both rewarding and fun.

This book is here for you to use as a guide containing basic information, instruction, and standards expected. Use this guide to help you prosper, reach goals and perform responsibilities. If your reading this, we are counting on you to help team PCI become a positive work environment and help the company be the best it can be as a whole.

We value your opinion and encourage you to ask questions or make suggestions.

We are looking forward to a great year.

Congratulations and Welcome.

HISTORY

Professional Concessions Inc. has been in business since 1986, over 30 years! Dennis Manieri and Bruce Beck met while attending the University of Miami. Both were interested in the concession business and worked the various events around Miami. They worked with the Miami Dolphins at the Orange Bowl, and with large concessions companies at local racetracks and special events. Their part time interest turned into a full-time career, eventually leading them to start PCI. Over thirty years later they still work daily at events all over the State of Florida and are passionate about providing a great customer experience.

STAND LEAD:

As a Professional Concessions Stand Supervisor you will be responsible for Overseeing all operations in your assigned concession stand. You are responsible for making sure the kitchen is properly prepared for each event. Cleaning the kitchen during and after events is mandatory. Always immediately report problems with equipment or staff to a manager immediately. You will be responsible for completing stand inventory, regulating proper handbook behavior and guidelines among all team members. As a Stand Lead it is your job to oversee the staff in your stand meets all safety and uniform requirements while striving to exceed guest's expectations by ensuring all staff understands and exerts the concept of passionate hospitality and customer service.

Staff is to not be dismissed for the day until:

Dishes are done, floor is clean, Trash is taken out, draft beer trays are rinsed and sanitized, food is properly stored labeled and dated, food that needs to get frozen... gets frozen, register is closed out, stand is clean and re-stocked for next day.

You are responsible for the overall cleanliness of the kitchen. Eliminate all cardboard, deep clean, and make sure the kitchen is stocked and ready to go for upcoming event. During the week, non-event days, you need to check in and out daily to the office.

CASHIERS:

As a Professional Concessions cashier you will be responsible for serving and cash handling during events. You will report to the stand lead designated to you when you arrive, during and after your shift. They will ensure you are following all safety, sanitation, proper handbook behavior and guidelines requested of Professional Concessions. As a PCI team member, you will be responsible for understanding and exerting the concept of passionate hospitality and customer service. You are responsible for your drawer. No one else should touch your drawer, and you should not touch other cash registers (other than management).

Daily tasks of a cashier to follow:

- 1. Check your starting money bank to make certain that the cash given to you is equal to the amount on your bank receipt. (The bank receipt is in your bank bag, given to you at the beginning of your shift.) Fill out your square sheet with SQ#, name, Show, Location.
- 2. Please face all incoming bills face up AND in the same direction.
- 3. Keep your area tidy. (Such as wiping down counter tops)
- 4. Avoid cell phone use, including texting.
- 5. Be polite to the customer (thank you, please, and you're welcome) but most importantly a SMILEI:) Avoid words like yeah..... Use words like absolutely! Certainly! Instrad of saying nope.... Say no, im sorry!
- 6. At the end of your shift, wait for someone to close out your register, to take your bank, and then give you the OK to leave.
- 7. Your job is not limited to cashiering. Help clean, and do anything needed or expected to help other team members get the job done.
- 8. Awareness of your surroundings. Where are the nearest restrooms? Where is lost and found? Etc.
- 9. Do NOT exchange tip money with drawer money during your shift. A manger needs to be present while this exchange is taking place.

RUNNERS:

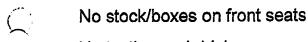
As a Professional Concessions Runner you will be in In charge of 'running' to assist bars and concession stands by getting more food, ice, beverage product, condiments, their cleaning duties and any other tasks that assist in providing efficient food and beverage service. You are expected to stay until the job is done. Always stay busy, there is always work to be done. Bag Ice Daily. Warehouse is not to be left open. IF you use something, put it back where you found it.

You are responsible for following all safety, sanitation, proper handbook behavior and guidelines requested of Professional Concessions. As a Professional Concessions team member, you will be responsible for understanding and exerting the concept of passionate hospitality and customer service.

Golf Cart usage:

Golf carts need to be left clean.

They are not to be left on.



No texting and driving

Staff procedures and standards:

1. Clocking in and out

Please see office staff for proper instruction on clocking in and out on your cell phone. You will need to register at Adp.com/workforcenow.

Once registered fully, you will be expected to always clock in and out daily. This means you clock in once you are ready to work. Please eat, use bathroom, and do anything personal needed before clocking in. Once you clock in, you are on the company's time. There is no leaving the premises without the authorization of management.

2. Attendance

If you have been scheduled, you need to let a manager know as soon as possible if you are unable to work, with at least 48 hours' notice. Your attendance will be documented. Abuse of absences will not be permitted. Although we understand that there are times when every associate may be late for work, with a perfectly good excuse, we cannot except repeated lateness or absences. This type of behavior is just not fair to your fellow coworkers. WE are a TEAM, and it takes everyone to get the job done, effectively and efficiently.

If you realize you are going to be absent or tardy, call your supervisor immediately.

Tardiness per year:

5 occurrences: Written warning

6 Occurrences: Final Warning

7 Occurrences: Termination





*Depending on the circumstance, harsher disciplinary measures may be necessary.

If you are absent for 2 or more days in a row, you must provide a doctor's note upon returning to work.

Shall you be a no call, no show, you will lose your job unless you were physically unable to call.

3. Employee contact information

Make sure to communicate any changes to your contact information to the office management. Proper addresses are important as that is how we get you financial information.

4. Communication

Bad language will not be permitted. All communication must be done in a professional manner. This includes radio talk, written, and phone calls.



5. Respect

Respect toward all employees, guests, vendors should always be extended.

6. Professionalism

PROFESSIONAL concessions. Let's keep the professional in our name. Be civil, orderly, and courteous. Dress the part and be the part.

7. Smoking and Alcohol consumption

Drinking on the clock, is not permitted. Smoking is not permitted, by any team members in areas open to guests or while on duty. If you smoke, you can smoke far away from work area and dispose of cigarette appropriately. Thoroughly wash hands after returning from any break.



8. Drugs

No staff member can use, possess, or distribute drugs while employed with PCI

9. Theft

All staff is expected to be honest. Anyone who is caught stealing will be dismissed immediately and ARRESTED. You are a team member of PCI, have a moral obligation to report any sight of theft to management. Lack to do so could result in disciplinary action.

10. Badges

Badges are for your use only. No one is to use your badge. Please keep your identification on you while on the job for access to events.

11. Uniform

a. During a show, all uniforms must include a PCI shirt, supplied by us. Also, khaki shorts/pants or black shorts/pants. Ripped, torn, stained clothing is not permitted. During a show associates are expected to wear clean and professional attire. Proper closed toe shoes are always to be worn. Gentleman are required to wear pants that fit snug on the waist and no undergarments should be visible. Ladies are to wear pants or shorts that are no shorter than fingertip length. Yoga pants work out pants, spandex, and tank tops are not allowed.

12. Food-alcohol safety:

All employees working in a kitchen must be Serve Safe certified.

All employees working at a bar must be TIPS certified.

- 1. Washing hands and wearing gloves is required when handling food.
 - a. BEFORE- starting work or putting on gloves
 - b. WHEN-switching from working with one food to another or changing gloves

- c. AFTER: Working with raw food, touching your body or face, sneezing/coughing, smoking, eating/drinking, washing dishes, taking out garbage, touching anything that may contaminate food.
- 13. Resignation: Please provide a two-week written notice.
- 14. Cell phone-electronics usage: Cell Phones are used on an emergency basis only. Texting, tweeting, Facebooking, you tubing etc. is not permitted. If you need to make a call or contact someone, please let your supervisor know. Earphones are not permitted during a show.
- 15. Eating is not allowed in kitchens. You can take a break and take your food and eat at a designated area outside of the kitchen. Eating around food or in front of customers is not acceptable. One meal per shift is acceptable, food consumption abuse is not.
- 16. **Drinking** inside a food stand requires all personnel to have a lid and straw. Please label your drinks and keep your cups. Keep your drinks hidden and not above prepared food.
- 17. Reporting Incidents: If you see something, say something. Do not be afraid to report problems. It is your moral obligation to let someone know if someone else does something wrong. We will keep your report confidential.
- 18. Maintenance: If you see something is broken or needs repair, please write it down and turn it in to the office. If you don't report it, we don't know its broken.
- 19. Vehicle Usage: Report to office to be assigned a vehicle.

 Vehicles should not be returned without re-fueling. If you do not have a way to re-fuel, let someone know it needs to be fueled up. Report any

maintenance issues if any immediately. Leave the vehicle free of trash. No smoking or eating inside the vehicles. Vehicles are to never leave the property without permission.

20. Prohibited Behavior: Ways to get Immediately terminated:

- a. Removal of PCIs Property including food, equipment, supplies, and fluids from any area without permission to do so.
- b. Theft of company or customer property.
- c. Dishonesty
- d. Unauthorized use of company vehicle
- e. Misuse of company identification
- f. Reporting to work under the influence of drugs/alcohol
- g. Willful destruction of company property
- h. Taking or giving bribes (EX: trading food/beer for your benefit)
- i. Sexual harassment of another associate.
- j. Using the words "That's not my job" is unacceptable. We are a team and need to help others as needed.
- k. Recording false information or tampering with your own or another associates time card or clock in/out procedures.

21. HEALTH AND SAFETY

- a. All associates are required to wear face coverings to enter the facilities. You must wear face coverings for the duration of your shift. Face covering must cover your mouth and nose.
- b. WASH YOUR HANDS with soap and water before you put on your face covering.
- c. Lauder your face re-usable face coverings regularly
- d. You must be screened before starting your shift. You will be asked a series of questions and have your temperature taken.
- e. Maintain a 6-foot distance from others
- f. If authorized to share equipment- wipe down regularly
- g. Clean high touch surfaces every hour
- h. WASH YOUR HANDS with soap and warm water for a minimum of 20 seconds.
- i. Wear gloves

Types of offenses:

Very serious Offenses will normally result in immediate dismissal

<u>Serious offenses</u> will normally result in strong disciplinary action and possible suspension or dismissal. If Disciplinary action is taken other then dismissal, will be given, if it happens again, it will result in immediate dismissal.

<u>Offenses</u> which will not normally result in immediate dismissal, but the company will take steps to address the issue of an associate's job performance or personal behavior depending on number of occurrences.

1st occurrence: Verbal Warning

2nd occurrence: Written warning

3rd occurrence: suspension

4Th occurrence: termination

SUMMARY

Again, congrats on this opportunity and welcome into the PCI family. If you remember these key ideas, you will do great:

Always do whatever is needed to get the job done.

Always work hard

Stay positive

Learn from your mistakes

Respect others

SMILE!

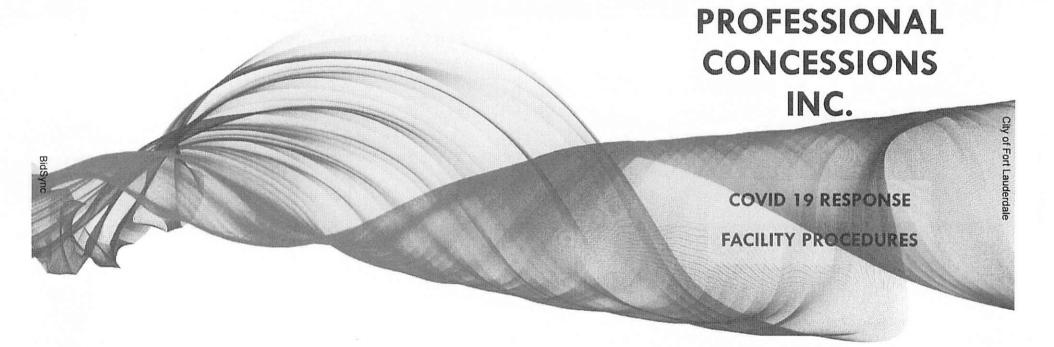
WELCOME TO THE TEAM!

^{*}Disciplinary action will be taken against any team member that fails to comply with their responsibility.

Professional Concessions,Inc.

9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

TAB 9 COVID 19 PROCEDURES



of Fort Lauderdale

PREPARING FOR RETURN TO SERVICE

- PCI WILL FOLLOW ALL CDC, FEDERAL, STATE AND LOCAL GUIDELINES.
- ALL EMPLOYEES WILL BE SCREENED UPON REPORTING FOR WORK.
- ALL EQUIPMENT, PHYSICAL LOCATIONS AND UTENSILS WILL BE CLEANED AND DISINFECTED.
- ANY ITEMS THAT CANNOT BE SANITIZED WILL BE REMOVED FROM USE.
- FOOD AND BEVERAGE SERVICE STAFF WILL WEAR FACE MASKS, GLOVES AT ALL TIMES. FACE SHIELDS WILL BE PROVIDED WHERE DEEMED NECESSARY.
- PLEXIGLASS SHIELDS WILL BE INSTALLED AT EACH POS LOCATION.
- FLOOR MARKERS WILL BE PLACED TO DESIGNATE PROPER SOCIAL DISTANCING.

ity of Fort Lauderdale

STAFF SCREENING

- BEFORE REPORTING TO A WORKING STATION, ALL EMPLOYEES WILL REPORT TO MANAGEMENT FOR SCREENING.
- TEMPERATURE WILL BE TAKEN WITH A NON-CONTACT INFRARED THERMOMETER. ANYONE WITH A
 TEMPERATURE OF 100.4 OR ABOVE, HAS BEEN EXPOSED TO COVID-19 OR IS EXHIBITING ANY
 SYMPTOMS WILL BE SENT HOME.
- STAFF WILL THEM BE GIVEN APPROVED PPE EQUIPMENT APPROPRIATE FOR THEIR POSITION.

ly of Fort Lauderdale

TAKING CARE OF OUR GUESTS

- ALL FIXTURES, EQUIPMENT AND UTENSILS WILL BE SANITIZED THROUGHOUT THE EVENT.
- POS TERMINALS WILL BE SANITIZED BETWEEN EACH USE WITH DISINFECTANT CLEANER AND A MICRO-FIBER CLOTH.
- . HAND SANITIZER WILL BE PROVIDED AT EACH LOCATION FOR USE BY PATRONS.
- GUESTS WILL BE REMINDED TO OBSERVE THE SOCIAL DISTANCING MARKERS.
- ITEMS WILL BE PLACED ON THE SANITIZED BAR OR COUNTERTOP NOT HANDED DIRECTLY TO PATRONS.
- . RETAIL LOCATIONS WILL BE LABELED "ACCEPTING CASH" OR "CASHLESS". LOCATIONS ACCEPTING CASH WILL HAVE A DESIGNATED CASHIER TO HANDLE CASH TRANSACTIONS.
- BOTTLE BAR STOCK WILL BE LIMITED, PROVIDING EACH BARTENDER WITH THEIR OWN WORKING PRODUCT.
- MOSTLY PREPACKAGED, SINGLE SERVE ITEMS WILL BE FOR SALE.
- ONLY DISPOSABLE SERVICEWARE WILL BE USED. FOOD WILL BE SERVED IN COVERED CONTAINERS AND CUTLERY PRE-WRAPPED.
- ALL SELF SERVICE STATIONS WILL BE CLOSED. CONDIMENTS WILL BE PRESENTED IN SINGLE SERVE PACKAGES UPON PATRONS REQUEST

/ OI FOIL Lauderdale

SANITIZING TEAM CHECK LIST

- ALL WALL AND LIGHT SWITCHES
- TWO WHEELERS AND TRANSPORTATION EQUIPMENT
- DOOR, EQUIPMENT, REFRIGERATOR AND CABINET HANDLES AND KNOBS
- UTENSIL WASHING AREAS
- ALL DISPENSERS
- ALL COUNTERS, TABLES, CHAIR, STOOLS
- HAND RAILS
- ICE MACHINES
- ALL SURFACES FACING PATRONS
- STORAGE SHELVING

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TAB 10 TIPS This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulationsl

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.





Sincerely,

Adam F. Chafetz

ENV: STK: 

ips

XXXXXXX

OCCOCK OCCOCK CEMODAGOLED

Maddison Beck (Trainer # 42192) Sess #502107 (Part # 5321929-5321955) in FL

Session Roster was sent to email: maddybeck@aol.com

Please see your Personal Training Portal for copies of rosters



Professional Concessions TIPS Trains all of their employees to ensure safe alcohol sales.

What is TIPS?

TIPS is a program designed to prevent intoxication, drunk driving, and under age drinking by enhancing the "people skills" of servers, sellers, and consumers of alcohol. TIPS gives servers the confidence they need to avoid alcohol-related tragedies.

TIPS training is proven to:

Reduce over-service and intoxication.

Prevent sales to minors.

Promote responsible alcohol consumption.

 Provide a collaborative approach to preventing the misuse of alcohol.

Prevent drunk driving.

Improve customer service and professionalism

Ensure alcohol training compliance with state regulations.

Prevent property damage.



HEALTH COMMUNICATIONS INC.

Trainer:

Maddison Beck (42192)

Date Held:

09/11/2018 26

Total:

Course:

4919557

No. Retakes: 0 (N = New, R = Retake)

ANN RULE

TIPS Concessions

Pass Expires: 09/11/2021

4919558 **Pass**

N

Expires: 09/11/2021

4919559

Pass

Expires: 09/11/2021

4919560

Expires: 09/11/2021

4919561

N

Expires: 09/11/2021

4919562

Pass

Expires: 09/11/2021

4919563

N

Pass Expires: 09/11/2021

4919564 Pass

Expires: 09/11/2021 N

4919565

Pass

Expires: 09/11/2021

4919566

Expires: 09/11/2021

4919567

Expires: 09/11/2021

4919568

Pass

Pass

Expires: 09/11/2021

4919569

Pass

Expires: 09/11/2021 N

4919570

N Expires: 09/11/2021

4919571

Pass

Expires: 09/11/2021 N

For State:

3217 NE 13th St Apt 104

rule.ann@gmail.com

JONATHAN METRIE

2184 Imperial Point Dr

JENNIFER CURTIN

PETER STAULA

AUSTIN MARC

17011 NW 17th St

amarcwb09@gmail.com

denicedchambers@yahoo.com

2780 NE 183rd St Apt 2207

CARLOS MALMIERCA

410 Evernia St Apt 312

MICHELLE NAUJALIS

jamesmom4@gmail.com

toneylinda386@gmail.com

faisonlocks@gmail.com

nicolefmesa@gmail.com

5786 Cassandra Ct

LINDA MILLER

600 Gardenia Ln

CHERYL FAISON

1301 NW 11th Ct

NICOLE MESA

JILL MESA

19921 NW 8th St

15128 NW 8th St

jemcookie@aol.com

CHASITY THOMAS

cahtgali800@gmail.com

1801 NW 7th Ter

chasityallen1128@gmail.com

3520 SW 52nd Ave

CHASITY ALLEN

DENICE CHAMBERS

1130 NW 19th Ave

DAVID BIDOUL

4298 SE Graham Dr

danielmetrie25@gmail.com

4907 Midtown Ln Apt 1303

jennifer.curtin@hotmail.com

peter@professionalconcessions.com

Session ID:

FL No. Passed:

26

392239

Processed:

No. Failed:

Received:

10/01/2018

10/04/2018

Professional Concessions Inc

Pompano Beach, FL 33062-8148 USA

Professional Concessions Inc

Fort Lauderdale, FL 33308-2126 USA

Professional Concessions Inc

Palm Beach Gardens, FL 33418-3414 USA

Professional Concessions Inc

Stuart, FL 34997-1541 USA

Professional Concessions Inc

Pembroke Pines, FL 33028-1353 USA

Professional Concessions Inc

Fort Lauderdale, FL 33311-5857 USA

Professional Concessions Inc Aventura, FL 33160-2116 USA

Professional Concessions Inc

Davie, FL 33314-1936 USA

Professional Concessions Inc West Palm Beach, FL 33401-5433 USA

Professional Concessions Inc West Palm Beach, FL 33415-4544 USA

Professional Concessions Inc

Plantation, FL 33317-1912 USA

Professional Concessions Inc Fort Lauderdale, FL 33311-6114 USA

Professional Concessions Inc.

Pembroke Pines, FL 33029-3331 USA

Professional Concessions Inc Pembroke Pines, FL 33028-1862 USA

Professional Concessions Inc. Pompano Beach, FL 33060-5122 USA

Note: Due to state privacy restrictions, Social Security Number is now only listed when required by state law

Printed on 10/04/2018



HEALTH COMMUNICATIONS INC.

4919572 N	Pass Expires: 09/11/2021	RHONDA BICHACHI 408 NE 6th St Unit 422 cbichachi@yahoo.com	Professional Concessions Inc Fort Lauderdale, FL 33304-6409 USA
4919573 N	Pass Expires: 09/11/2021	TYLER JOYCE 3745 NE 4th St	Professional Concessions Inc Homestead, FL 33033-6231 USA
4919574 N	Pass Expires: 09/11/2021	ASHLEY CINELLI 210 SE 3rd St ashley.cinelli@aol.com	Professional Concessions Inc Dania, FL 33004-4010 USA
4919575 N	Pass Expires: 09/11/2021	MARLENE PIRRO 15441 SW 31st St marnitti@aol.com	Professional Concessions Inc Davie, FL 33331-1507 USA
4919576 N	Pass Expires: 09/11/2021	BETH LAWEE 5830 NW 40th Ln bethlawee@gmail.com	Professional Concessions Inc Coconut Creek, FL 33073-4046 USA
4919577 N	Pass Expires: 09/11/2021	AMY SHEBES 6000 NW 61st St ashebes@yahoo.com	Professional Concessions Inc Parkland, FL 33067-4411 USA
4919578 N	Pass Expires: 09/11/2021	SHAWN KELLEY 2108 NE 27th Dr shawnzkelley@yahoo.com	Professional Concessions Inc Wilton Manors, FL 33306-1326 USA
4919579 N	Pass Expires: 09/11/2021	STEPHANIE CANO 11451 NW 30th St tefyycano@gmail.com	Professional Concessions Inc Sunrise, FL 33323-1611 USA
4919580 N	Pass Expires: 09/11/2021	JONATHAN TABARES 14310 SW 10th St	Professional Concessions Inc Pompano Beach, FL 33077 USA
4919581 N	Pass . Expires: 09/11/2021	JENNIFER HANLEY 531 N J St Apt 4 jrhhand@yahoo.com	Professional Concessions Inc Lake Worth, FL 33460-3049 USA
4919582 N	Pass Expires: 09/11/2021	SANTOS TZUNUN 9067 Southern Blvd	Professional Concessions Inc West Palm Beach, FL 33411-3625 US

Note: Due to state privacy restrictions, Social Security Number is now only listed when required by state law



HEALTH COMMUNICATIONS INC.

Trainer: Oate Held: otal: No. Retakes: Course: Rush?	Maddison Beck (42192) 02/08/2020 27 0	For State: FL No. Passed: 27 Session ID: 502107 Invoice #: 0	Processed: 03/09/2020 No. Failed: 0 No. Printed: 27 Received: 03/05/2020 SR: E: S:
5321929 N	Pass Expires: 2/8/2023	DENZEL PRESLAR	Professional Concessions Inc , FL
5321930 N	Pass Expires: 2/8/2023	KELLI CAREY 5916 Auver Blvd Apt 203	Professional Concessions Inc Orlando, FL 32807-3742
5321931 N	Pass Expires: 2/8/2023	HEATHER OMARA 4502 Shore Dr	Professional Concessions Inc Saint Augustine, FL 32086-6578
		heatherbuss@hotmail.com	
5321932 N	Pass Expires: 2/8/2023	GINNY HOOKS 206 12th St	Professional Concessions Inc Saint Augustine, FL 32080-6379
		ghooks14@gmail.com	
5321933 N	Pass Expires: 2/8/2023	CARISSA CORPUZ 45B Atlantic Oaks Cir	Professional Concessions Inc Saint Augustine, FL 32080-6876
	Expired. Lioizett	carissacorpuz@icloud.com	
5321934 N	Pass Expires: 2/8/2023	STEPHANIE CAVALLINI 16202 Harbour Vista Cir	Professional Concessions Inc Saint Augustine, FL 32080-5111
	Expires. 210/2020	stephaniesaverino@gmail.com	
5321935 N	Pass Expires: 2/8/2023	LAUREL DEAN 205 A St	Professional Concessions Inc Saint Augustine, FL 32080-6803
1		laureldean1@gmail.com	
5321936 N	Pass Expires: 2/8/2023	ISABELLA ROVERE 2891 N 10th St	Professional Concessions Inc Saint Augustine, FL 32084-1871
		isabellaroveve1@gmail.com	
5321937 N	Pass Expires: 2/8/2023	MAX BALCH 1 Ponce De Leon Ave	Professional Concessions Inc Saint Augustine, FL 32080-4631
	Expires. 2012020	maxcbalch@gmail.com	
5321938 N	Pass Expires: 2/8/2023	ANDREW MANNARI 88 Wild Oak Dr	Professional Concessions Inc Saint Augustine, FL 32086-9017
		mannarifloors@gmail.com	
5321939 N	Pass Expires: 2/8/2023	RAYMOND JOHNSON 2704 Seagate Ln N	Professional Concessions Inc Saint Augustine, FL 32084-1368
5321940 N	Pass Expires: 2/8/2023	KELLY BORTOSCH 2150 Century Blvd	Professional Concessions Inc Saint Augustine, FL 32084-8216
	. Lipitos. Liordon	kelly.bartosch@gmail.com	
5321941 N	Pass Expires: 2/8/2023	LISA YOCUM 5313 Oxford Crest Dr	Professional Concessions Inc Jacksonville, FL 32258-1536
	Expired. Edizate	lisahardin16@yahoo.com	
5321942 N	Pass Expires: 2/8/2023	REBECCA ZIESCHANG 8068 Village Gate Ct	Professional Concessions Inc Jacksonville, FL 32217-4462
	Enpirod. Dollar	rebock54@gmail.com	

Note: Due to state privacy restrictions, Social Security Number is now only listed when required by state law

Printed on: 3/10/2020



HEALTH COMMUNICATIONS INC.

5321943 N	Pass Oppose	NICK JONES 424 2nd St S	Professional Concessions Inc Jacksonville Beach, FL 32250-6715
5321944 N	Expires: 2/8/2023 Pass	SHYENNE MORGAN 44 Middle Rd	Professional Concessions Inc Jacksonville, FL 32254-2742
5321945 N	Expires: 2/8/2023 Pass Expires: 2/8/2023	MICHAEL MARCONI PO Box 869	Professional Concessions Inc Saint Augustine, FL 32085-0869
	Expired: 20/20	nuggzy@hotmail.com	1.0 marians Inc
5321946 N	Pass Expires: 2/8/2023	LOGAN BLOUNT 2775 Newcastle Dr	Professional Concessions Inc Orange Park, FL 32065-5815
		I.blount@att.net	
5321947 N	Pass Expires: 2/8/2023	LISA BLOUNT 2775 Newcastle Dr	Professional Concessions Inc Orange Park, FL 32065-5815
		blounti3@aol.com	
5321948 N	Pass Expires: 2/8/2023	RANDY SHUSTER 205 Walburg St	Professional Concessions Inc Green Cove Springs, FL 32043-3062
		randy_shuster@yahoo.com	
5321949 N	Pass Expires: 2/8/2023	SAVANNA SHUSTER 205 Walburg St	Professional Concessions Inc Green Cove Springs, FL 32043-3062
		savannashuster@gmail.com	
5321950 N	Pass Expires: 2/8/2023	ALEIN BROWN 569 Willow Walk PI	Professional Concessions Inc Saint Augustine, FL 32086-5950
		alein123@gmail.com	
5321951 N	Pass Expires: 2/8/2023	DAVID HAYNES 12 Dawson Dr	Professional Concessions Inc Palm Coast, FL 32137-3344
		mandodaver@gmail.com	
5321952 N	Pass Expires: 2/8/2023	MICHELE LOWE 145 Medio Dr	Professional Concessions Inc Saint Augustine, FL 32095-6711
	Expires. 2012020	michlowe3@gmail.com	
5321953 N	Pass Expires: 2/8/2023	TABATHA YOUNG 47 Debarry Ave	Professional Concessions Inc Orange Park, FL 32073-2358
		tabbykat_82@yahoo.com	
5321954 N	Pass Expires: 2/8/2023	LUKE OTTO 801 Bahia Dr	Professional Concessions Inc Saint Augustine, FL 32086-7669
		luke.otto90@gmail.com	
5321955 N	Pass Expires: 2/8/2023	DEBRA INGRAM 12 Avery St	Professional Concessions Inc Saint Augustine, FL 32084-3102
		debingram23@yahoo.com	

Note: Due to state privacy restrictions, Social Security Number is now only listed when required by state law



COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: April 30, 2021



DOCUMENT TITLE: MOTION APPROVING PURCHASE OF ELEVATOR MAINTENANCE AND REPAIRS - MAVERICK UNITED ELEVATOR LLC - \$359,692 (COMMISSION DISTRICTS 1, 2, 3 AND 4) COMM, MTG, DATE: 05.04.21 CAM #: 21-0400 ITEM #: CP-4 CAM attached: XYES NO Routing Origin: CAO Router Name/Ext: Jen Allen x5036 Action Summary attached: XYES NO Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property CIP FUNDED: ☐ YES ☒ NO (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real. 1) Dept: FINANCE Router Name/Ext: Claudelle R. # of originals routed: 1 Date to CAO: 55.707 2) City Attorney's Office: Documents to be signed/routed? ∑YES ☐NO # of originals attached: 1 Is attached Granicus document Final? ⊠YES □NO Date to CCO: 5 · O·2() TANIA M. AMAR_ Attorney's Name 3) City Clerk's Office: # of originals: ____ Routed to: Donna V./Aimee L./CMO Date: 5 \(\sqrt{0} \) 202 CHRIS LAGERBLOOM TARLESHA SMITH GREG CHAVARRIA Assigned to: CHRIS LAGERBLOOM as CRA Executive Director ☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN PER ACM: G. Chavarria (Initial/Date) PER ACM: T. Smith (Initial/Date) PENDING APPROVAL (See comments below) Comments/Questions: Forward originals to Mayor CCO Date: 5-12-21 5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date: 6) City Clerk: Forward \(\) originals to CAO for FINAL APPROVAL Date: \(\frac{5}{12} \) \(\frac{12}{12} \) 7) CAO forwards originals to CCO Date: 8) City Clerk: Scan original and forward 1 original to: CLAUDELLE R.

Original Route form to Jen Allen./CAO

TM21-0525

Rev. 9/9/2020