AGREEMENT FOR BEVERAGE CONCESSION SERVICES

THIS AGREEMENT, made this 12th day of May 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:

- A. First, this Agreement dated ______ May 12 _____, 2021, and any attachments.
- 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.

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 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. <u>Inspection and Non-Waiver</u>

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Jeffrey A. Modarelli CITY CIETO	By: Christopheid. Lagerbloom, ICMA-CM City Manager				
MARD CO	Approved as to form: ALAIN E. BOILEAU, CITY ATTORNEY				
FLORIDA	By: Tania Marie Amar Assistant City Attorney				
WITNESSES:	PROFESSIONAL CONCESSIONS, INC.				
Signature	By: Maddison Byrnes, Vice-President				
Print Name Signature Print Name	(CORPORATE SEAL)				
STATE OF FOLIDA: COUNTY OF Palm Beh:	/				
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this <u>27</u> day of <u>April</u> , 2021, by Maddison Byrnes as Vice-President for Professional Concessions, Inc., a Florida 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 Produced	ation				



professional concessions, inc

Bid Contact **bruce beck**

bbeckpci@aol.com Ph 561-793-1971

Bid Notes P

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



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Tab 9	Covid 19 Procedures
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TAB 1 4.2.2 EXECUTIVE SUMMARY



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 Professional concessions.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.



TAB 2 4.2.3 EXPERIENCE AND QUALIFICATIONS



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

<u>Business Experience & References – Current Accounts</u>

South Florida Fairgrounds & Expo Center – 9067 Southern Blvd., West Palm Beach, FL 33411. This is PCI's largest account. PCI is fully responsible for concessions and catering at this massive South Florida venue. The South Florida Fairgrounds is home to over 150 events per year including the 17 day South Florida Fair and the Barrett-Jackson collector car extravaganza. Gun shows, craft shows, concerts, 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

<u>Mark Light Stadium</u> – 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, josephnieman@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, <u>trentonbanks@livenation.com</u>

<u>St. Augustine Amphitheater</u> – 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, gpellicer@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@pbcqov.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

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

EXPERIENCE

Professional Concessions, Inc., Fort Lauderdale, FL General Manager

2000 to Current

- 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

general manager for the first four months.

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

Hog Heaven Sports Bar, Islamorada and Fort Lauderdale, FL General Manager

1996-1998

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

1980-1986

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

Ground Round, Poughkeepsie, NY

1978-1980

Floor manager and bookkeeper of a 300 seat restaurant 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

3/2/2021

BidSync

EDU	UCATION	
	SUNY at New Paltz	1973-1974
	Classes in Fine Arts and Education.	
	Dutchess Community College	1971-1973
	Associates Degree in Humanities	

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

CAREER SUMMARY

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

Related Coursework

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

Tripleseat Catering Administrator Application

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TAB 3 4.2.4 APPROACH TO SCOPE OF WORK



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
3eer	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
rs 12 oz ·	– 16 oz.	\$6.00 - 10.00
		\$8.00 - \$11.00
		\$11.00 - \$14.00
		\$8.00 - \$11.00
		\$11.00 - \$14.00
gle		\$10.00 - \$13.00
uble		\$15.00 - \$18.00
Canned S	Soda	\$2.00
	24 oz. Beer 12 oz. 16 oz. 12 oz. 16 oz. rs 12 oz.	24 oz. Beer 16 oz. 24 oz. 12 oz. 16 oz. 12 oz. 16 oz. 16 oz. rs 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

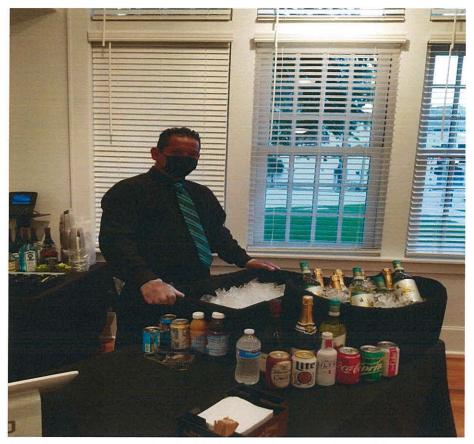
The PCI beverage staff uniform is black. The formality of the event and preferences of the event management will dictate the specific uniform. We have the ability to present in white shirt and bow tie for a formal event to black tank top for the beach.



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





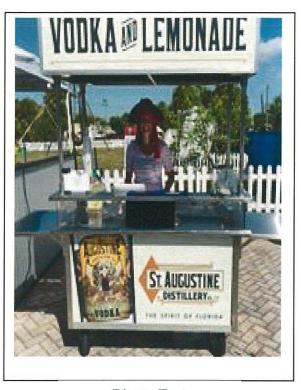




Specialty Carts



Nautical Flea Market



Pirate Fest

Beverage Stands



Rockfest at CB Smith Park

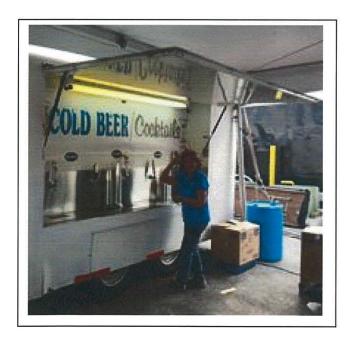




Concert at Miramar Amphitheater

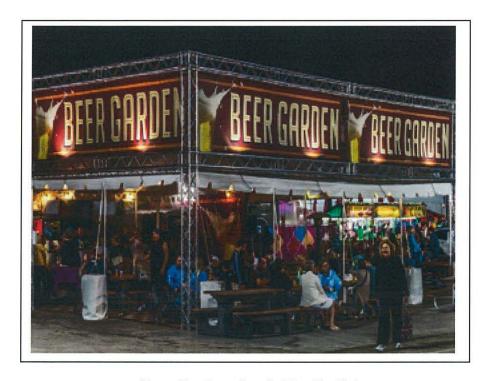
Miami Dade Fair

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:

California

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.



TAB 4 4.2.5 REFERENCES



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>.

Mizner Park Amphitheater – 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.



TAB 5 4.2.6 MINORITY/WOMEN PARTICIPATION



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.



TAB 6 4.2.7 SUBCONTRACTORS



4.2.7 – Subcontractors

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



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 in accordance with Florida Statute §607.1501 (visit http://ww	obtain a certificate of authority from the department of state, ww.dos.state.fl.us/).
Company: (Legal Registration) Professiona Company	Oncessions Incein (Optional): 59-2691896
Address: 9069 Southern Blu	d
city: West Palm Beach	State: FL Zip: 33411
Telephone No. 561-995-6435FAX No.: NA	Email: Wearpjeaol.com
Delivery: Calendar days after receipt of Purchase Order (se	ection 1.02 of General Conditions): Imme Single
Total Bid Discount (section 1.05 of General Conditions):	M 2 2 20 M20
Check box if your firm qualifies for MBE / SBE / WBE (section	1.09 of General Conditions): 🗖
ADDENDUM ACKNOWLEDGEMENT - Proposer acknowled included in the proposal:	edges that the following addenda have been received and are
Addendum No. Date Issued Addendum No. D	Pate Issued Addendum No. Date Issued
reference in the space provided below all variances containing be attached if necessary. No exceptions or variances such is listed and contained in the space provided belonecessarily accept any variances. If no statement is contain	fy such exception or variance in the space provided below or ained on other pages within your response. Additional pages is will be deemed to be part of the response submitted unless ow. The City does not, by virtue of submitting a variance, need in the below space, it is hereby implied that your response do not have variances, simply mark N/A. You must also click
all instructions, conditions, specifications addenda, legal at I have read all attachments including the specifications and proposal, I will accept a contract if approved by the C specifications of this bid/proposal. The below signatory also a response, that in no event shall the City's liability for resexemplary damages, expenses, or lost profits arising out o to public advertisement, bid conferences, site visits, evaluamount of Five Hundred Dollars (\$500.00). This limitatic indemnification or the City's protest ordinance contained in	article(s) or services at the price(s) and terms stated subject to advertisement, and conditions contained in the bid/proposal. It is defined ity and such acceptance covers all terms, conditions, and a hereby agrees, by virtue of submitting or attempting to submit pondent's direct, indirect, incidental, consequential, special or f this competitive solicitation process, including but not limited leations, oral presentations, or award proceedings exceed the on shall not apply to claims arising under any provision of this competitive solicitation.
Submitted by: Maddison Byrnes Name (printed)	Maddisa Byr Signature
2/25/2021	Vice President
Date	Title

revised 04/2020

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 32 % of gross receipts net of sales tax. (Minimum acceptable percentage is 30%)

For events generating over 10,000.00 Concession Fee 35%

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

Submitted by:

Mame (printed)

Name (printed)

Date

Signature

Vice President

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.

Authorized Signature

Date

Mochbin Byrne-VP
Print Name and Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: #565-11694 Beverage Concession Services Project Description:

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:

Authorized Company Person's Title: Vice president

Date: 2



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(ies) 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 certificate holder in lieu of such endorsement(s).

this certificate does not confer right		u of such endorseme	nt(s).	
PRODUCER		CONTACT NAME:		
Brown & Brown of Florida, Inc.		PHONE (A/C, No, Ext):	(954) 776-2222	FAX (A/C, No): (954) 776-4446
1201 W Cypress Creek Rd			erts@bbftlaud.com	
Suite 130			INSURER(S) AFFORDING COVERAGE	NAIC#
Fort Lauderdale	FL 3330	9 INSURER A :	Hartford Fire Insurance Company	19682
INSURED		INSURER B:	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 3341	1 INSURER F :		
COVERAGES	CERTIFICATE NUMBER: 20-2	21 Pkg,XS w/21-22 WC	REVISION NUM	IBER:
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F	REQUIREMENT, TERM OR CONDITION	N OF ANY CONTRACT OF	HE INSURED NAMED ABOVE FOR THE PARTY OF THE	O 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. ADDL SUBF POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** INSD WVD 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE X OCCUR Excl MED EXP (Any one person) 1,000,000 08/18/2020 08/18/2021 21CESOF7419 PERSONAL & ADV INJURY 2,000,000 s GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 \$ PRODUCTS - COMPIOP AGG POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 **AUTOMOBILE LIABILITY** BODILY INJURY (Per person) \$ ANY AUTO OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED 08/28/2020 08/28/2021 BODILY INJURY (Per accident) \$ 21UENHH2618 В PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY **AUTOS ONLY** \$ 7,000,000 UMBRELLA LIAB EACH OCCURRENCE OCCUR s 7,000,000 08/18/2021 EXCESS LIAB 21XSON1406 08/18/2020 C AGGREGATE CLAIMS-MADE DED | X RETENTION \$ 0 OTH-➤ PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE 01/01/2022 01/01/2021 TWC3943853 N N/A OFFICER/MEMBER EXCLUDED? (Mandatory In NH) 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below s E.L. DISEASE - POLICY LIMIT 1,000,000 Occurrence Liquor Liability 1.000.000 08/18/2021 21CESOF7419 08/18/2020 Aggregate

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 3330		

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

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



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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 DIV OF ALCOHOLIC BEVERAGES & TOBACCO

BEV1615566 SERIES

The RETAILER OF ALCOHOLIC BEVERAGES Named below IS LICENSED Under the provisions of Chapter 564 FS. Expiration date: MAR 31, 2021

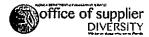
PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS INC 2201 NORTHWEST 9TH AVENUE FORT LAUDERDALE FL 33311

ISSUED: 02/25/2020





p. 47



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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.

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

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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!



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Expiration date: MAR 31, 2021



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





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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 MIZNER PARK CATERING 9067 SOUTHERN BLVD WEST PALM BEACH FL 33411

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV6013513

ISSUED: 02/25/2020

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

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HALSEY BESHEARS, SECRETARY

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

LICENSE NUMBER **SERIES** BEV6013513 **13CT**

The CATERER

Named below IS LICENSED

Under the provisions of Chapter 565 FS.

Expiration date: MAR 31, 2021

CONSUMPTION ON PREMISES ONLY

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







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850.487.1395

PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS INC MIZNER PARK CATERING 9067 SOUTHERN BLVD WEST PALM BEACH FL 33411

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV6013015

ISSUED: 02/25/2020

RETAILER OF ALCOHOLIC BEVERAGES PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS INC MIZNE CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch.561 FS. L2002250001722 Expiration date: MAR 31, 2021

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RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

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

LICENSE NUMBER SERIES TYPE BEV6013015 11PA C

The RETAILER OF ALCOHOLIC BEVERAGES Named below IS LICENSED

Under the provisions of Chapter 561 FS.

Expiration date: MAR 31, 2021

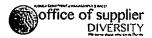
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PROFESSIONAL CONCESSIONS INC PROFESSIONAL CONCESSIONS INC MIZNER PARK CATERING

590 PLAZA REAL **BOCA RATON** FL 33432







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AC# 02767548

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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 BAYFRONT PARK AMPHITHEATER 9067 SOUTHERN BLVD WEST PALM BEACH FL 33411

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BEV2329597

ISSUED: 02/25/2020

RETAILER OF ALCOHOLIC BEVERAGES PROFESSIONAL CONCESSIONS INC BAYFRONT PARK AMPHITHEATER CONSUMPTION ON PREMISES ONLY

IS LICENSED under the provisions of Ch.561 FS.
Expiration date: MAR 31, 2021 L2002250001720

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

LICENSE NUMBER	SERIES	TYPE	
BEV2329597	4СОР	SCX	

The RETAILER OF ALCOHOLIC BEVERAGES Named below IS LICENSED

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

CONSUMPTION ON PREMISES ONLY

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







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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 POMPANO BEACH AMPHITHEATER 9067 SOUTHERN BLVD WEST PALM BEACH FL 33411

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BEV1617117

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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LICENSE NUMBER	SERIES	TYPE	
BEV1617117	11PA	С	

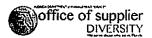
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CONSUMPTION ON PREMISES ONLY

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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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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV2301492 ISSUED: 02/25/2020 TOB-DUAL LICENSE RETAILER OF ALCOHOLIC BEVERAGES PROFESSIONAL CONCESSIONS INC AND CITY OF MIAMI BEACH

FILLMORE MIAMI BEACH AT THE JACKIE

IS LICENSED under the provisions of Ch.565 FS.
Expiration date: MAR 31, 2021 L2002250001724

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Expiration date: MAR 31, 2021

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STATE OF FLORIDA

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

LICENSE NUMBER

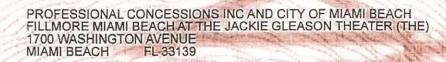
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BEV2301492

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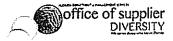




ISSUED: 02/25/2020

DISPLAY AS REQUIRED BY LAW

SEQ # L2002250001724



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3/2/2021 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

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV6010990

ISSUED: 02/25/2020

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

IS EICENSED under the provisions of Ch 565 FS
Exerator date MAR 31 2021 L2202250901721

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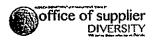
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION DIV OF ALCOHOLIC BEVERAGES & TOBACCO

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AC#02767547

Form (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.

miconia													
	1 Name (as shown on your income tax return). Name is required on this line; of	do not leave this line blank.	•7										
	Professional Concessions Inc. 2 Business name/disregarded entity name, if different from above						-		_			-	9-77
	2 Business Hamordistegarded order Hamor in different above												
page 3.	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. S Corporation Partnership Trust/estate							4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
1 s on	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation single-member LLC	n L Partnership	☐ Tru	st/es	state	E	Exempt payee code (if any)						
ype	Limited liability company. Enter the tax classification (C=C corporation, S	S=S corporation, P=Partne	ership) ▶ _										
Print or type. Specific Instructions on page	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 should check the appropriate box for the tax classification of its owner.						Exemption from FATCA reporting code (if any)						
eci	☐ Other (see instructions) ▶		,					to accou			ed out	tside t	he U.S.)
Š	5 Address (number, street, and apt. or suite no.) See instructions.		Request	er's	name	and	add	dress (d	ptic	onal)			
See	9067 Southern Blvd.		1										
	6 City, state, and ZIP code												
	West Palm Beach, FL 33411											_	
	7 List account number(s) here (optional)												
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reside	ent alien, sole proprietor, or disregarded entity, see the instructions for	Part I, later. For other					-			=			
	s, it is your employer identification number (EIN). If you do not have a	number, see How to ge		٥٢	ш		l	_	_	_			
TIN, la	ater. If the account is in more than one name, see the instructions for line 1	1 Also see What Name	,	or Em	plove	r ide	entif	ication	าทเ	ımbe	r		
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Par	t II Certification			-					_				
×	penalties of perjury, I certify that:												
1. The 2. I an Ser	e number shown on this form is my correct taxpayer identification num n not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu longer subject to backup withholding; and	ckup withholding, or (b) I have r	not b	been	noti	fied	by th	e Ir	ntern	al R	eve tha	nue at I am
3. I ar	n a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting	ng is corr	ect.	•								
Certif you ha	ication instructions. You must cross out item 2 above if you have been nave failed to report all interest and dividends on your tax return. For real estition or abandonment of secured property, cancellation of debt, contribute than interest and dividends, you are not required to sign the certification,	notified by the IRS that you state transactions, item 2 tions to an individual reti	ou are cu 2 does no rement ar	rren t ap	tly su ply. F geme	or r	nort RA),	gage i and g	nte	rest p erally	paid , pa	, yme	nts
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Ge	neral Instructions	• Form 1099-DIV (d funds)	lividends,	inc	ludin	g th	ose	from	sto	cks	or m	nutu	al
Section	on references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC proceeds)	(various	type	es of i	ncc	me,	, prize	s, a	iwar	ds, d	or g	ross
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted transactions by brokers)		ner											
after t	hey were published, go to www.irs.gov/FormW9.	• Form 1099-S (pro	ceeds fro	om r	real e	stat	e tra	ansact	tion	is)			
Pur	pose of Form	• Form 1099-K (me	rchant ca	ard a	and th	nird	par	ty net	wor	k tra	nsa	ctio	ns)
An ind	- dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 						rest),					
identi	fication number (TIN) which may be your social security number	 Form 1099-C (canceled debt) 											
(SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number		Form 1099-A (acquisition or abandonment of secured property)											

If you do not return Form W-9 to the requester with a TIN, you might

Use Form W-9 only if you are a U.S. person (including a resident

be subject to backup withholding. See What is backup withholding,

alien), to provide your correct TIN.

(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)



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

159

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

03/17/2020 ANNUAL REPORT	View image in PDF format
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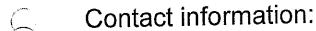


9067 Southern Blvd West Palm Beach, FL 33411 954-648-2101 Ft. Lauderdale 561-795-6435 West Palm Beach

TAB 8 EMPLOYEE MANUAL

Employee Handbook And guide





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

Pj Wear- Ft Lauderdale-Miami wearpj@aol.com

Sal Ronga-South Florida Fairgrounds sal@professionalconcessions.com

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

Jen Segui -St Augustine Tweet9747@gmail.com Pete Staula- Miami & Fillmore Peter@professionalconcessions.com

Debbie Hess -South Florida Fairgrounds Tenhess24@aol.com Theo Byrnes - Orlando Tibyrnes@yahoo.com

Kendrick Rivera- FIU Kendrickrivera@me.com Violetta Figueroa
Violettafigueroa@hotmail.com

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 SMILE!:) 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 stock/boxes on front seats

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.

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

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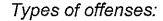
maintenance issues if any immediately. Leave the vehicle free of trash. No smoking or eating inside the vehicles. Vehicles are to never leave the property without permission.

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

- 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



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!

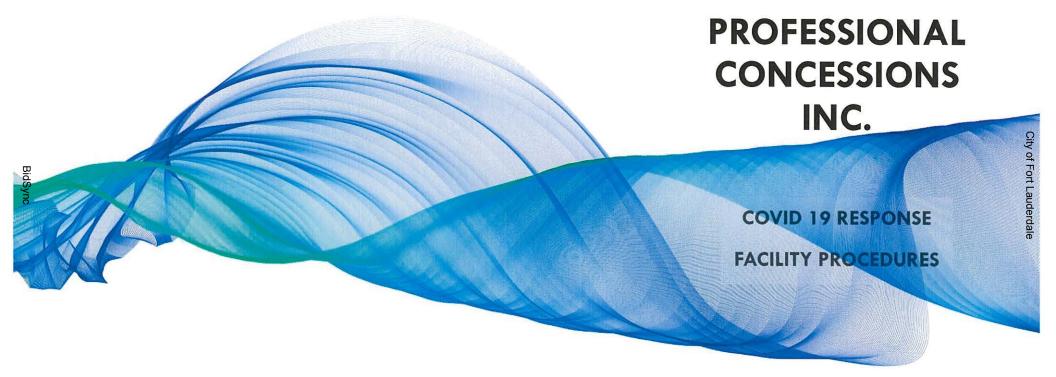


^{*}Disciplinary action will be taken against any team member that fails to comply with their responsibility.



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TAB 9 COVID 19 PROCEDURES



y 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.

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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.

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ity 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

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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.

Congratulations!

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 **HCI President**

ENV: STK:

XXXXXXXXXXXXXXXXXX





XXXXXXX XXXXXX CEROPOGOIED XXXXXXX XXXXXX

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.

Maddison Beck (42192)

Date Held:

09/11/2018

Total:

26

No. Retakes: Course:

0 (N = New, R = Retake)

TIPS Concessions

For State:

26 No. Passed: Session ID: 392239

FL

Processed:

0 No. Failed:

Received:

10/01/2018

10/04/2018

4919557

Ν

Expires: 09/11/2021

ANN RULE

3217 NE 13th St Apt 104

rule.ann@gmail.com

Professional Concessions Inc

Professional Concessions Inc

Pompano Beach, FL 33062-8148 USA

4919558

Ν

JONATHAN METRIE Expires: 09/11/2021

2184 Imperial Point Dr danielmetrie25@gmail.com Fort Lauderdale, FL 33308-2126 USA

4919559 Pass

Expires: 09/11/2021

JENNIFER CURTIN

4907 Midtown Ln Apt 1303 jennifer.curtin@hotmail.com Professional Concessions Inc.

Palm Beach Gardens, FL 33418-3414 USA

4919560

Pass

Expires: 09/11/2021

PETER STAULA 4298 SE Graham Dr

peter@professionalconcessions.com

Professional Concessions Inc. Stuart, FL 34997-1541 USA

4919561

N

Pass

Expires: 09/11/2021

AUSTIN MARC

17011 NW 17th St amarcwb09@gmail.com Professional Concessions Inc.

Pembroke Pines, FL 33028-1353 USA

4919562

Pass

Expires: 09/11/2021

DENICE CHAMBERS

1130 NW 19th Ave

DAVID BIDOUL

Professional Concessions Inc Fort Lauderdale, FL 33311-5857 USA

Professional Concessions Inc

Aventura, FL 33160-2116 USA

Professional Concessions Inc

Professional Concessions Inc

Professional Concessions Inc

West Palm Beach, FL 33401-5433 USA

.

West Palm Beach, FL 33415-4544 USA

Davie, FL 33314-1936 USA

denicedchambers@yahoo.com

2780 NE 183rd St Apt 2207

CARLOS MALMIERCA

410 Evernia St Apt 312

MICHELLE NAUJALIS

chasityallen1128@gmail.com

3520 SW 52nd Ave

CHASITY ALLEN

4919563 Pass

Ν Expires: 09/11/2021

4919564 **Pass**

N Expires: 09/11/2021

4919565

N

Expires: 09/11/2021

4919566 **Pass**

Ν Expires: 09/11/2021

5786 Cassandra Ct jamesmom4@gmail.com

4919567 **Pass**

Expires: 09/11/2021

LINDA MILLER 600 Gardenia Ln

toneylinda386@gmail.com

Professional Concessions Inc. Plantation, FL 33317-1912 USA

4919568

Pass

Expires: 09/11/2021

CHERYL FAISON

1301 NW 11th Ct

faisonlocks@gmail.com

Professional Concessions Inc Fort Lauderdale, FL 33311-6114 USA

4919569

Ν

Pass

Expires: 09/11/2021

Expires: 09/11/2021

NICOLE MESA 19921 NW 8th St nicolefmesa@gmail.com Professional Concessions Inc. Pembroke Pines, FL 33029-3331 USA

4919570

Pass

JILL MESA 15128 NW 8th St jemcookie@aol.com

Professional Concessions Inc. Pembroke Pines, FL 33028-1862 USA

4919571

N

Expires: 09/11/2021

CHASITY THOMAS 1801 NW 7th Ter cahtgali800@gmail.com

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

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	-		
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 USA

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532	1929 N	Pass Expires: 2/8/2023	DENZEL PRES	LAR	Professional Co	oncessions Inc	
532	1930 N	Pass Expires: 2/8/2023	KELLI CAREY 5916 Auver Blvo	1 Apt 203	Professional Co Orlando, FL 32		
532	1931 N	Pass Expires: 2/8/2023	HEATHER OMA 4502 Shore Dr		Professional Co Saint Augustine	oncessions Inc e, FL 32086-6578	
532	1932 N	Pass Expires: 2/8/2023	heatherbuss@h GINNY HOOKS 206 12th St ghooks14@gma		Professional Co Saint Augustine	oncessions Inc e, FL 32080-6379	
532	1933 N	Pass Expires: 2/8/2023	CARISSA CORI 45B Atlantic Oal carissacorpuz@	PUZ ks Cir	Professional Co Saint Augustine	oncessions Inc e, FL 32080-6876	
5321	1934 N	Pass Expires: 2/8/2023	STEPHANIE CA 16202 Harbour V	√ista Cir	Professional Co Saint Augustine	oncessions Inc e, FL 32080-5111	
532	1935 N	Pass Expires: 2/8/2023	LAUREL DEAN 205 A St laureldean1@gr		Professional Co Saint Augustine	oncessions Inc e, FL 32080-6803	
5321	1936 N	Pass Expires: 2/8/2023	ISABELLA ROV 2891 N 10th St	ERE	Professional Co Saint Augustine	oncessions Inc e, FL 32084-1871	
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5321	1938 N	Pass Expires: 2/8/2023	maxcbalch@gm ANDREW MANI 88 Wild Oak Dr mannarifloors@	NARI	Professional Co Saint Augustine	oncessions Inc e, FL 32086-9017	
5321	1939 N	Pass Expires: 2/8/2023	RAYMOND JOH 2704 Seagate L	INSON	Professional Co Saint Augustine	oncessions Inc e, FL 32084-1368	
5321	1940 N	Pass Expires: 2/8/2023	KELLY BORTOS 2150 Century BI	vd	Professional Co Saint Augustine	oncessions Inc e, FL 32084-8216	
5321	1941 N	Pass Expires: 2/8/2023	kelly.bartosch@ LISA YOCUM 5313 Oxford Cre	est Dr	Professional Co Jacksonville, Fl		
532	1942 N	Pass Expires: 2/8/2023	REBECCA ZIES 8068 Village Ga	CHANG te Ct	Professional Co Jacksonville, Fl		
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Printed on: 3/10/2020

rebock54@gmail.com



HEALTH COMMUNICATIONS INC.

5321943 N	Pass	NICK JONES	Professional Concessions Inc
	Expires: 2/8/2023	424 2nd St S	Jacksonville Beach, FL 32250-6715
5321944 N	Pass	SHYENNE MORGAN	Professional Concessions Inc
	Expires: 2/8/2023	44 Middle Rd	Jacksonville, FL 32254-2742
5321945 N	Pass	MICHAEL MARCONI	Professional Concessions Inc
	Expires: 2/8/2023	PO Box 869	Saint Augustine, FL 32085-0869
		nuggzy@hotmail.com	
5321946 N	Pass	LOGAN BLOUNT	Professional Concessions Inc
	Expires: 2/8/2023	2775 Newcastle Dr	Orange Park, FL 32065-5815
		I.blount@att.net	
5321947 N	Pass	LISA BLOUNT	Professional Concessions Inc
	Expires: 2/8/2023	2775 Newcastle Dr	Orange Park, FL 32065-5815
		blountl3@aol.com	
5321948 N	Pass	RANDY SHUSTER	Professional Concessions Inc
	Expires: 2/8/2023	205 Walburg St	Green Cove Springs, FL 32043-3062
		randy_shuster@yahoo.com	
5321949 N	Pass	SAVANNA SHUSTER	Professional Concessions Inc
	Expires: 2/8/2023	205 Walburg St	Green Cove Springs, FL 32043-3062
		savannashuster@gmail.com	
5321950 N	Pass	ALEIN BROWN	Professional Concessions Inc
	Expires: 2/8/2023	569 Willow Walk PI	Saint Augustine, FL 32086-5950
		alein123@gmail.com	
5321951 N	Pass	DAVID HAYNES	Professional Concessions Inc
	Expires: 2/8/2023	12 Dawson Dr	Palm Coast, FL 32137-3344
		mandodaver@gmail.com	
5321952 N	Pass	MICHELE LOWE	Professional Concessions Inc
	Expires: 2/8/2023	145 Medio Dr	Saint Augustine, FL 32095-6711
		michlowe3@gmail.com	
5321953 N	Pass	TABATHA YOUNG	Professional Concessions Inc
	Expires: 2/8/2023	47 Debarry Ave	Orange Park, FL 32073-2358
		tabbykat_82@yahoo.com	
5321954 N	Pass	LUKE OTTO	Professional Concessions Inc
	Expires: 2/8/2023	801 Bahia Dr	Saint Augustine, FL 32086-7669
		luke.otto90@gmail.com	
5321955 N	Pass	DEBRA INGRAM	Professional Concessions Inc
	Expires: 2/8/2023	12 Avery St	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

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