

Exhibit A

Original Agreement

ORDINANCE NO. 2013- 52

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND ONE OF THE FOLLOWING VENDORS FOR THE OPERATION OF A KIOSK LOCATED AT BEACHFRONT PARK, 20 NORTH POMPANO BEACH BOULEVARD: DH2, INC., DIMARIA PROPERTIES, LLC, OR SNACK TIME CATERING, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Lease Agreement between the City of Pompano Beach and DiMaria Properties, LLC, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

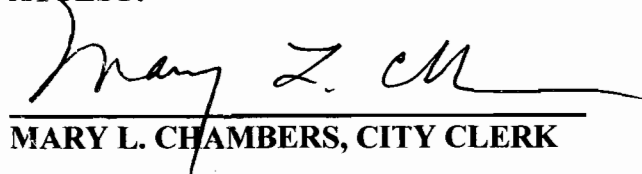
PASSED FIRST READING this 28th day of May, 2013.

PASSED SECOND READING this 23rd day of April, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
4/9/13
L:ord/2013-235

AGREEMENT

THIS IS A LEASE AGREEMENT ("Lease") entered into on May 15th, 2013, by and between the CITY OF POMPAÑO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and DiMaria Properties, LLC, a Florida corporation, hereinafter referred to as "LESSEE."

WITNESSETH

WHEREAS, the CITY seeks an operator to lease and operate a Kiosk located at Beachfront Park, 20 North Pompano Beach Boulevard, Pompano Beach, Florida; and

WHEREAS, the LESSEE is desirous of leasing said Kiosk from CITY and operating the same for use by the public; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Lease and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PREMISES. CITY leases to LESSEE certain premises delineated in Exhibit "A," attached hereto and made a part hereof.

2. PURPOSE. The Premises shall be used for the operation of a refreshment stand serving beverages and high quality food at a moderate price to patrons as more specifically provided for herein and as provided for in the CITY's Request for Proposals T-02-13, attached hereto as Exhibit "B" and incorporated herein as if fully set forth.

3. TERM.

A. The term of this Lease is for the period of five (5) years commencing when the Lease is fully executed. The term may be extended an additional five (5) years upon request of LESSEE and written approval from CITY.

B. The CITY shall conduct performance and compliance reviews after the first six (6) months, after the first twelve (12) months and every twelve (12) months thereafter. Each renewal shall be subject to said performance and compliance review.

4. RENT.

A. The annual rent for the Premises shall be thirty three thousand dollars (\$33,000.00) or twelve percent (12 %) of gross annual sales, whichever is greater, plus any sales tax. The base annual rental amount of \$33,000.00 shall be payable in equal monthly installments on the first day of each month. If rental payment is received after the 10th day of any month, a penalty of \$100 per day will be assessed and will accrue back to the 1st of the month.

B. At the end of each lease year, LESSEE must perform a reconciliation of actual rent amounts remitted to the City compared to actual annual gross receipts for the preceding lease year and any additional amount due the City must be remitted to the City within forty-five (45) days from the end of the preceding lease year. Failure to remit this amount to the City within the timeframe indicated will result in a penalty of \$100 per day being assessed from the date due, until such time as the amount is received by the City.

C. Within sixty (60) days following the end of the first year of the Lease term and each year thereafter, LESSEE shall provide City with financial statements prepared by a certified public accountant showing LESSEE'S month-by-month gross sales for the Kiosk from the previous year of the lease term. Should a reconciliation of the statement of gross monthly receipts to the certified public accountant audit report indicate that 12% of gross receipts exceed the amount previously remitted to the City, LESSEE must remit the additional sum due within fifteen (15) days of notification from the City, plus a penalty of \$100.00 per day from the date the payment was originally due until the date of payment is actually made. Additionally, all revenues shall be subject to audit every year pursuant to CITY auditing procedures.

D. In addition to the annual rent and other charges outlined herein, LESSEE shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Pompano Beach resulting from this Lease.

E. Upon execution of this lease agreement, lessee must deposit \$2,500.00 with the City to be held in escrow. Following 24 months from the execution of this Lease, the escrowed amount will be applied towards the next rental payment due. Should the Lessee be delinquent in any rental payment due during this 24 month period, the escrow amount will be applied towards said delinquent rent and the Lessee shall be responsible for replenishing the escrow amount with the within thirty days.

F. Rental payments and all statements of gross receipts or other financial statements should be remitted to:

City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
ATTN: Treasury Division, Rm 135

5. ACCEPTANCE OF PREMISES. LESSEE acknowledges that it has made a thorough and complete inspection of the Premises, is fully advised of the condition, nature of construction and state of repair, and fully accepts the Premises in the present "as in" condition.

6. NO LIENS CREATED. LESSEE covenants and agrees that LESSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the Premises. Should any such lien be filed against CITY, LESSEE shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. LESSEE shall not be deemed to be the agent of CITY under any term, paragraph, condition or covenant of this Lease.

7. TAXES AND EXPENSES. LESSEE shall be responsible to pay all real and personal property taxes, tangible or intangible taxes, sales taxes, assessments, utilities, insurance premiums, occupational licenses and other similar expenses for the Premises.

8. OPERATION.

A. Services. LESSEE agrees to operate a refreshment stand which shall serve a variety of high quality food items, (such as muffins, bagels, donuts, pastries, biscotti, cookies, cakes, fruit, salads, sandwiches, soups, hot dogs, hamburgers, other prepared foods and packaged snacks), as well as beverages, (such as coffee, cappuccino, espresso, specialty teas, iced tea, fruit juices, soda, sports beverages and milk). Upon obtaining the appropriate licensing, LESSEE shall also be permitted to serve the following alcoholic beverages: beer, wine and frozen drinks. Sale of alcoholic beverages is limited to those permitted under a 2COP license. Alcoholic beverages shall be allowed within the boundaries of the kiosk deck area, only. Sale and/or possession of alcoholic beverages beyond those boundaries shall be strictly prohibited. LESSEE shall post signage to that effect in a conspicuous place(s) and shall ensure observance, and shall be responsible for monitoring and enforcement.

B. Hours. LESSEE agrees that the Kiosk will be open for business during the following hours:

Monday to Thursday: 7:30 a.m. to 8:30 p.m.

Fridays and Saturdays: 7:30 a.m. to 9:00 p.m.

Sundays: 7:30 a.m. to 7:00 p.m.

LESSEE may open for business for additional hours subject to written approval by CITY, but agrees that in the very least the Kiosk shall be open during the above-referenced days and times.

C. Seating and Dining Areas. LESSEE shall provide tables, chairs and umbrellas in the courtyard/sand area surrounding the Premises, as well as bar seating at the open counter spaces. The style and type of all tables, chairs, umbrellas, silverware, flatware and other tableware shall (1) be in conformity with recent improvements to the area made by the City's Community Redevelopment Agency (the "CRA"); (2) be selected with input from a representative from the CRA, Parks and Recreation Department, or City Manager designee; and (3) be approved in writing by the City before being placed on the Premises.

D. Uniforms. All personnel working on the Premises on behalf of LESSEE shall be required to wear uniforms in conformity with the recent improvements to the area made by the CRA; selected with input from a CRA representative; Parks and Recreation Department or City Manager designee; and (3) be approved in writing by the City before being placed on the Premises.

E. Request for Proposals. LESSEE further agrees to operate the Premises in conformity with the requirements set forth in RFP T-02-13, attached hereto and incorporated as if fully set forth herein as Exhibit "B."

9. OPERATING COSTS.

A. LESSEE agrees to pay promptly all operating costs incurred as a result of LESSEE's business operations on the Premises, which are not by this Lease an expense of CITY.

B. LESSEE shall deposit all garbage and trash generated by its business operations on a daily basis in enclosed containers located on the Premises. LESSEE shall provide for removal, at LESSEE's cost, of any garbage and trash that does not fit within the enclosed containers located on the Premises. Said garbage and trash shall be properly disposed and not be left on the Premises.

C. LESSEE shall pay directly for all utility services on the Premises (including telephone, cable, alarm and electric) services by securing separately metered accounts for each with the appropriate entity. The City shall provide water and sewer at no additional cost.

D. LESSEE shall be responsible for cleaning the outdoor seating areas and the interior of the Premises on a daily basis. The City shall be responsible for cleaning and maintaining the rest room facilities located on the Premises.

10. IMPROVEMENTS.

A. LESSEE shall make improvements to the Premises as shown on Exhibit "C" attached hereto. LESSEE shall be responsible for installing required connections for electricity and telephone services to the Premises. No other improvements shall be done without the permission of the CITY.

B. Any improvements shall only be done by properly licensed persons in accordance with the laws of the State of Florida.

C. LESSEE and any subcontractors shall be responsible for obtaining and paying for all required permits.

11. REPAIRS, MAINTENANCE AND SURRENDER.

A. LESSEE agrees at its expense to keep, maintain, and clean the Premises except as provided otherwise herein, in the same state of repair and condition as existed on the date of commencement of this Lease, reasonable wear and tear excepted. Such maintenance shall include, but not be limited to, cleaning windows, washing and waxing floors, carpet cleaning, light bulb replacement, and sweeping and cleaning of sidewalks.

B. LESSEE shall be responsible for maintaining and repairing all improvements at its own costs and in the same condition as approved on Exhibit C.

C. LESSEE at its expense agrees to deliver to CITY, upon the termination of this Lease, the entire Premises, including any improvements and fixtures, in the same state of repair and condition as existed on the date of commencement of this Lease, reasonable wear and tear excepted.

D. CITY shall make all exterior repairs, including repairs of the roof and sidewalks, as well as repairs as required because of water entering the demised premises from the roof or other parts of the building or from other causes not under the control of LESSEE. CITY shall maintain the exterior of the building in good condition. CITY shall maintain the exterior of the premises so as to maintain the value of the capital asset in a manner consistent with generally accepted landlord/tenant responsibilities. LESSEE shall promptly report, in writing, to CITY any defective or dangerous conditions known to LESSEE.

E. CITY shall not be liable to LESSEE for damage to property of LESSEE resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises and facilities; however, CITY shall be otherwise liable to LESSEE for damage to property of LESSEE caused by the intentional or negligent acts of employees of CITY.

12. POSSESSION. Delivery of possession of the premises to LESSEE shall be made at the time this Lease is fully executed, provided that LESSEE has delivered to CITY the certificates of insurance as required herein.

13. RETENTION OF RECORDS AND RIGHT TO ACCESS. LESSEE shall maintain during the term of this Lease all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The LESSEE must comply with recommendation for changes, additions, or deletions by the City's Internal Auditor. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books for account, reports, and records relating to this contract. The LESSEE shall maintain and make available such records and files for the duration of the Lease term and retain the same until the expiration of three years after final payment under this Lease agreement.

14. INSURANCE. Throughout the term of this Lease, LESSEE shall maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. General liability to include products and completed operations coverage, added by endorsement.

15. ASSIGNMENT AND SUBLEASING. The LESSEE shall not, without prior approval of the CITY, assign or transfer this Lease nor any share, part or interest in it, nor any of the rights or privileges granted by it, nor enter into any contract requiring or permitting the doing of anything under this Lease by an independent contractor unless otherwise expressly provided in this Lease. LESSEE further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Premises, with any individual, partnership or corporation without prior approval of CITY, it being understood that the only activity that LESSEE may conduct directly or indirectly, along or through others, on, upon or from said demised premises and facilities located there, be they demised to the others or under the control of CITY, is as authorized under the terms of this Lease.

16. LAWS AND ORDINANCES. LESSEE agrees to comply with all applicable state statutes, Broward County and CITY's ordinances, and any safety requirements of all federal, state and local governments. LESSEE shall maintain all required licenses from governmental agencies in full force and effect during the term of this Lease.

17. INDEMNIFICATION AGAINST CLAIMS. LESSEE shall indemnify and save CITY harmless from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease for any bodily injury, loss of life, or damage to property sustained in or about the premises, or the appurtenances to them, arising out of any alleged act or omission of LESSEE or its employees, agents or servants, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments or decrees which may be entered in them. LESSEE will further, upon CITY's request, assume and defend any action that may be brought against CITY as the result of any alleged act or omission of LESSEE or employees, agents or servants and shall further assume and pay all associated costs and attorneys' fees which may be incurred by CITY. Notwithstanding, CITY shall be liable for the intentional or negligent acts of its own employees and agents.

18. OWNERSHIP AT TERMINATION. All fixtures, alterations, improvements, structures, additions and modifications of every kind now existing or later erected, installed or placed within the Premises shall, at the end of the Term or earlier termination of this Lease, for any reason, be and become the property of CITY and shall be left in good condition and repair, ordinary wear and tear excepted, unless CITY at its option requires LESSEE to remove all or a portion of same. In such event, LESSEE at its sole expense shall promptly remove same. LESSEE further agrees at its sole expense to promptly repair and restore all portions of the entire Premises to good condition upon such removal. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the Premises by LESSEE and incapable of being removed without structural or functional damage to the Premises, becomes a part and parcel of them. Non-fixture property personally owned by LESSEE at the expiration of the Term or earlier termination of this Lease, for any reason, shall continue to be owned by LESSEE, and at the time of such expiration or earlier termination, LESSEE at its option, may remove all such property, provided LESSEE is not then in default of any covenant or condition of this Lease; otherwise, all property shall remain on the Premises until the damages suffered by CITY from any such default have been ascertained and compensated. Any damage to the Premises caused by the removal by LESSEE of any such property shall be repaired by LESSEE immediately at its expense.

19. DEFAULT. It is agreed that upon any default by LESSEE in keeping and performing any and all terms and conditions of this Lease to be kept and performed by LESSEE, CITY may, at its option, declare this Lease terminated and may, after thirty (30) days written notice to LESSEE to cure such default, re-enter and take possession of the Premises and terminate this Lease immediately. The power granted in this paragraph to the CITY is in addition to any other rights or remedies which CITY may have under the existing laws of the State of Florida with regard to the removal of tenants, distress or other legal recourse. All rights and remedies available to CITY may be exercised concurrently or separately.

20. NON-WAIVER. The failure of CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements, or as a waiver of any other covenants, conditions and agreements.

21. DAMAGE TO PREMISES. In the event the Premises or the building of which the Premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by CITY at its expense as soon as funds are available, but CITY shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by LESSEE or others pursuant to this Lease. Nor will CITY be liable for damage to the Premises.

A. CITY may elect, at its sole option, not to repair or reconstruct the Premises or the facility, which is a part of this Lease and upon written notice of such election from CITY to LESSEE the obligation of LESSEE, shall cease and this Lease shall thereupon terminate. However, if CITY does not give notice of termination, LESSEE's obligation shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for LESSEE in continued operation of business.

22. NOTICE. The parties to this Lease shall be contacted at the following addresses:

CITY: City Manager
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

LESSEE: Frank DiMaria
DiMaria Properties, LLC
5056 Alencia Court
Delray Beach, FL 33484

23. RIGHT TO ENTER. CITY may enter the premises at any time upon giving reasonable notice to the LESSEE and so long as the same does not unduly interfere with the LESSEE's conduct of its regular business. In the event of an emergency, CITY shall not be required to give LESSEE notice prior to entering the premises.

24. SIGNAGE. LESSEE, may, at its own expense, erect or place a sign for the advertising of LESSEE on the Premises so long as same complies with all applicable governmental rules, regulations, and ordinances, including the City's Sign Code and so long as LESSEE obtains prior written approval from the CITY as to size, location and content. Thereafter, LESSEE shall maintain said sign in a good state of repair, and shall repair any damage to the sign.

25. INSPECTION. CITY reserves the right to inspect the Premises at all reasonable hours in order to ensure compliance with this Lease Agreement and with leasing rules and regulations in force from time to time and posted in visible locations or given to LESSEE. LESSEE agrees to observe those rules and regulations in connection with the use of the property and LESSEE's obligations and responsibilities under this Lease.

26. RISK OF LOSS. CITY shall not be liable for any loss by reason of damage, theft or otherwise to the tools, equipment, contents, belongings and personal effects of the LESSEE or

LESSEE's agents, employees, guests or visitors located in or about the property, or for damage or injury to LESSEE or LESSEE's agents, employees, guests or visitors. CITY shall not be liable if such damage, theft or loss is caused by LESSEE, LESSEE's agents, employees, guests or visitors.

27. SUCCESSORS. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. TERMINATION. This Lease may be terminated without cause by the CITY with (60) days written notice to the LESSEE.

29. PARAGRAPH HEADINGS. Paragraph headings of this Agreement are not part of the substance of this Agreement and shall have no effect upon the construction or interpretation of any terms, conditions or part of this Agreement.

30. CONFLICT. In the event of any conflict or inconsistency between the terms of this Lease Agreement and RFP T-02-13, attached hereto as Exhibit C, the terms of this Lease shall control.

31. GOVERNING LAW. This Agreement shall be construed and enforced according to the laws of the State of Florida, notwithstanding conflict of law provisions of the State of Florida.

32. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Monis

By:

LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

DENNIS W. BEACH, CITY MANAGER

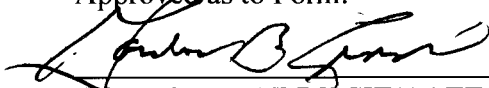
Attest:

Mary L. Chambers

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved as to Form:



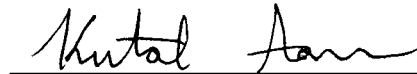
GORDON B. LINN, CITY ATTORNEY
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of May, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017



NOTARY PUBLIC, STATE OF FLORIDA

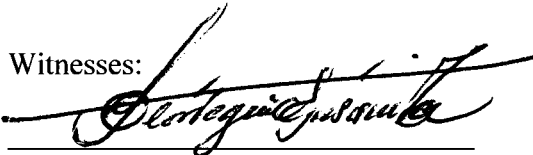
Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

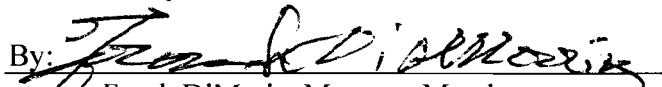
Commission Number

"LESSEE":

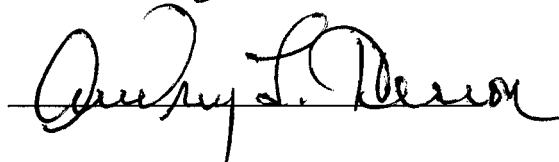
Witnesses:



DiMaria Properties, LLC

By: 

Frank DiMaria, Manager Member



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of MAY, 2013 by FRANK DI MARIA as He (He/she is personally known to me or who has produced type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

STEFANO VALSECCHI

(Name of Acknowledger Typed, Printed or Stamped)



STEFANO VALSECCHI
MY COMMISSION # EE 857894
EXPIRES: April 10, 2017
Bonded Thru Budget Notary Services

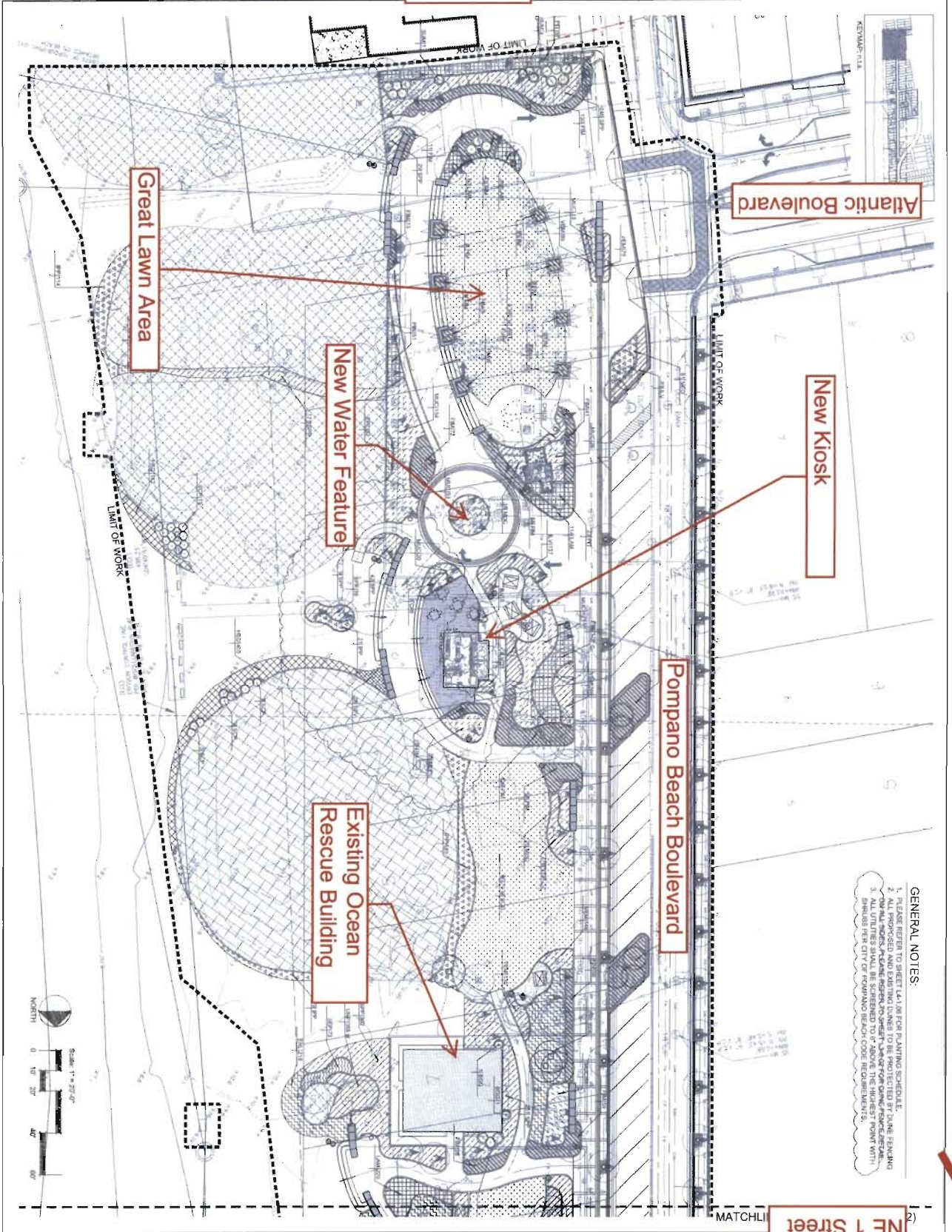


EGR:jrm
3/26/13
l:agr/cra/Kiosk Lease

Commission Number

Exhibit "A"

drawing name: C:\2000\ME-1\3\Bentley\LOCALS-1\Temp\AUF\plan_315113_315113.dwg 14-1-01 Oct 19 2011 2:07pm by: aml



GENERAL NOTES

1. PLEASE REFER TO SHEET L4-1.01 FOR EXISTING CONDITIONS.
2. ALL PROPOSED AND EXISTING LINES TO BE PROTECTED AT ALL TIMES.
3. ALL UTILITIES SHALL BE SHOWN TO A DEPTH OF 10' ABOVE THE HIGHEST POINT WITHIN THE RIGHT-OF-WAY AND BEYOND FOR PROTECTION.

N

NE 1 Street

EDSA

1111 N. UNIVERSITY AVENUE, SUITE 110
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.EDSA-FL.COM

POMPAÑO BEACH
BOULEVARD
STREETSCAPE

pompano
beach
POMPAÑO BEACH
STREETSCAPE

Consultants

EDSA
1111 N. UNIVERSITY AVENUE, SUITE 110
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.EDSA-FL.COM

KENT & ASSOCIATES, INC.
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.KENT-FL.COM

COASTAL PLANNING & ENGINEERING, INC.
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.COASTAL-FL.COM

DELTA & CONSULTING ENGINEERS
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.DELTA-FL.COM

BERNARD ALAM & ASSOCIATES, INC.
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.BERNARD-FL.COM

SWENERT & ASSOCIATES
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.SWENERT-FL.COM

TIC WORLDWIDE ENGINEERING, INC.
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.TIC-FL.COM

REYNOLDS, SMITH AND HILL, INC.
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.REYNOLDS-FL.COM

CONSTRUCTION MANAGEMENT SERVICES (CMS)
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.CMS-FL.COM

TESTING LAB OF THE PALM BEACHES
1001 EAST ADELMAR BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 781-382-1111
WWW.TLPB-FL.COM

Sheet Title:

SHRUB
PLAN

CONSTRUCTION DOCUMENTS

Date: 10/1/11
Drawn By: JH
Checked By: EDSA
Approved By: PM
Project No.: 110008

Sheet Number:

L4-1.01

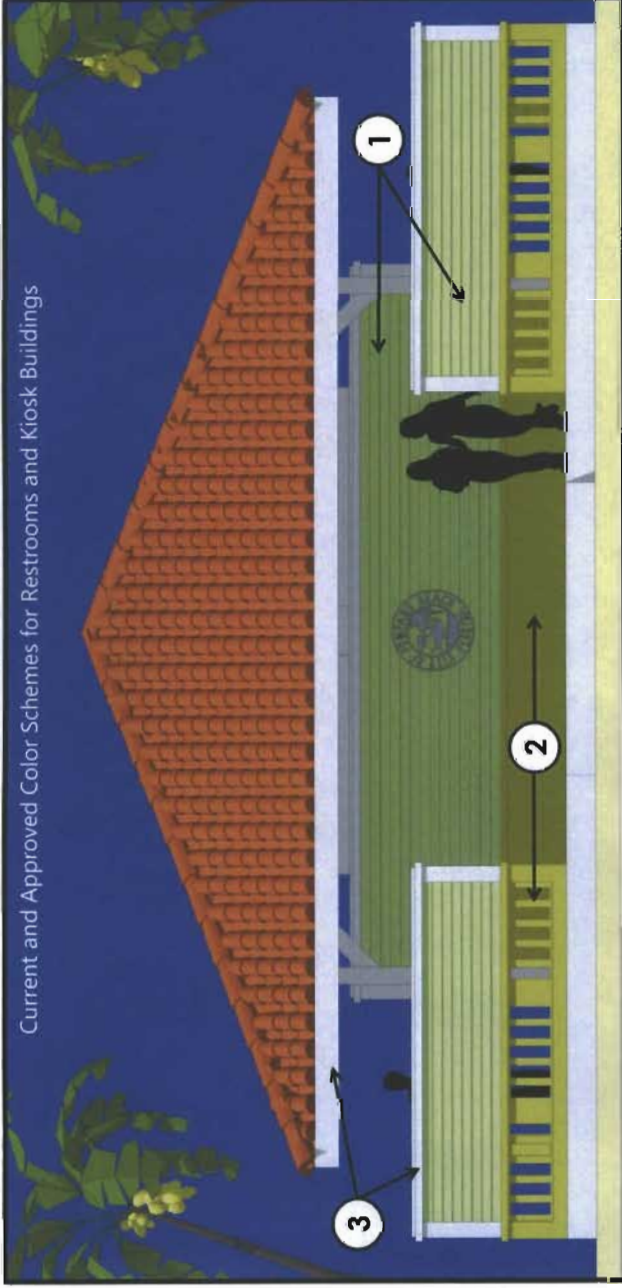








Current and Approved Color Schemes for Restrooms and Kiosk Buildings



POMPANO BEACH BLVD. IMPROVEMENTS
COLOR SAMPLES FOR
THE BEACH KIOSK AND RESTROOM BLDGS.
September 2011

Prepared by:



COLOR 01
SW 6717
DANCING GREEN

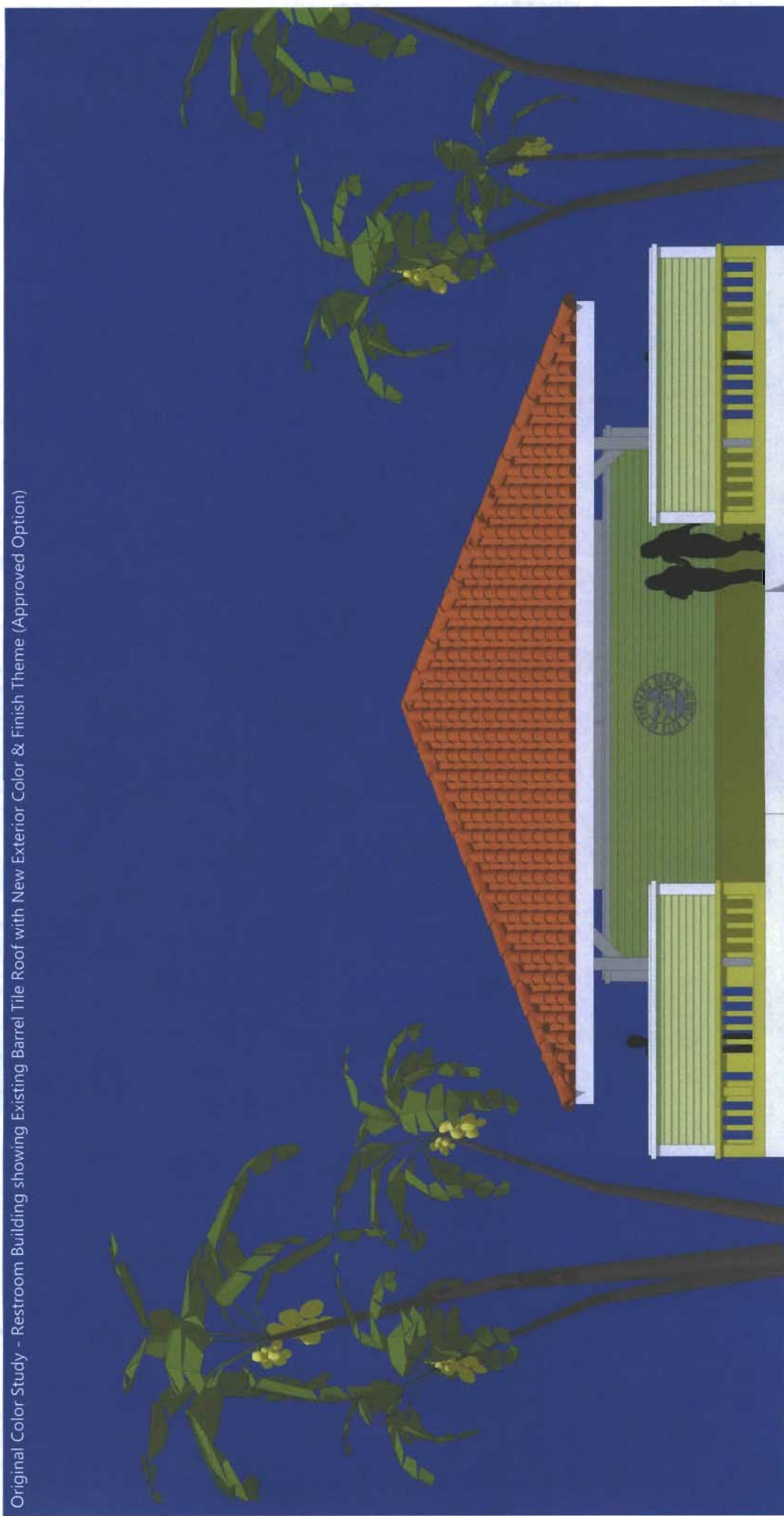
COLOR 02
SW 6387
COMPATIBLE CREAM

COLOR 03
SW 7004
SNOWBOUND

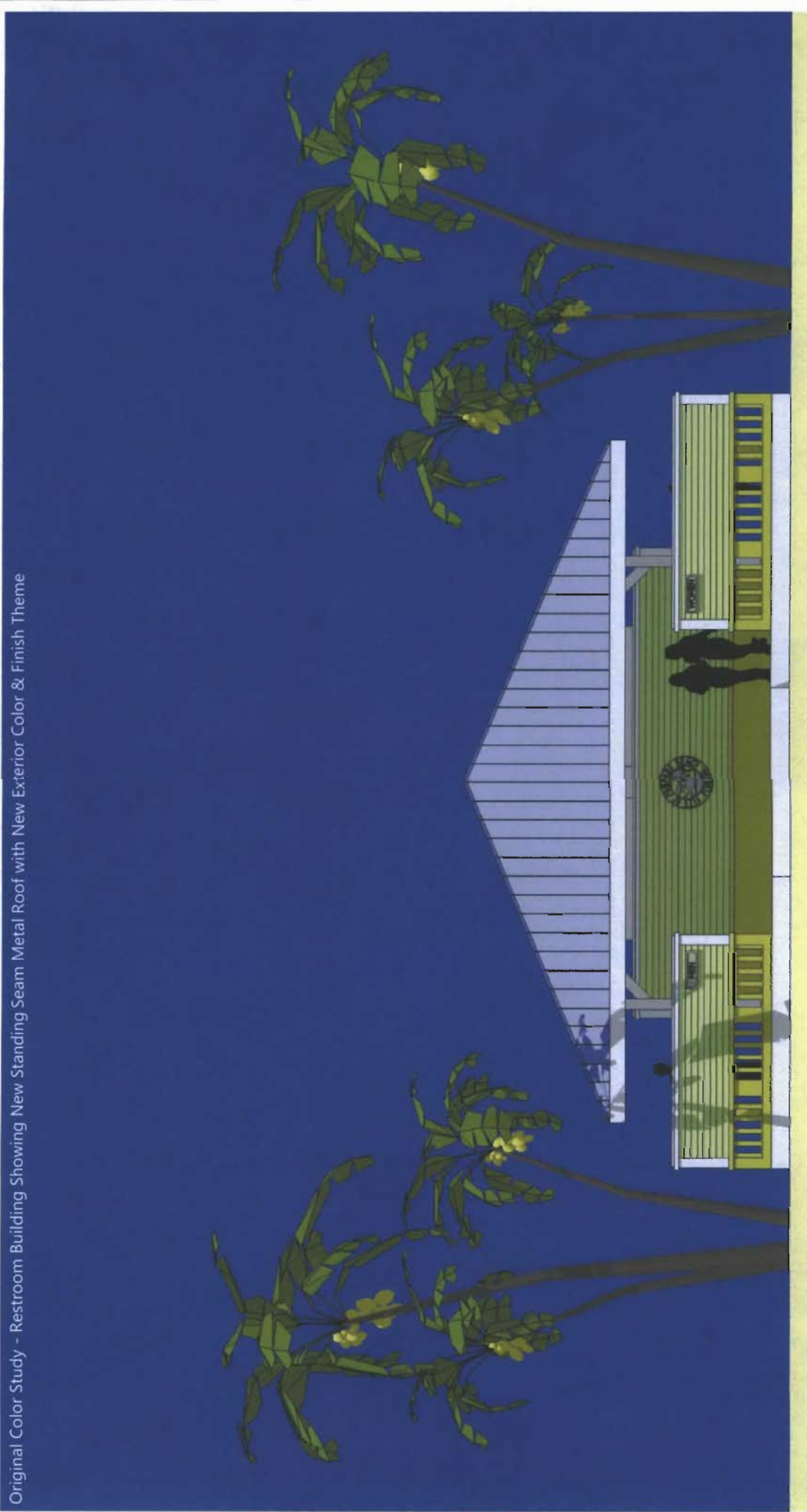
COLOR 04
SW 6521
NOTABLE HUE



Original Color Study - Restroom Building showing Existing Barrel Tile Roof with New Exterior Color & Finish Theme (Approved Option)



Original Color Study - Restroom Building Showing New Standing Seam Metal Roof with New Exterior Color & Finish Theme



Original Color Study - Restroom Building showing Existing Barrel Tile Roof with Alternate Exterior Color with New Finish Theme



[illegible]



5	WEST ELEVATION
SCALE: 1/4" = 1'-0"	
A-100	



10151 E. BROADWAY BOULEVARD, SUITE 100
DENVER, COLORADO 80231
TEL: 303.733.1234
WWW.EDSA-CO.COM

Project Name:

POMPANO BEACH KIOSK IMPROVEMENTS

Client:



Consultants:

3155 East Broadway Boulevard
Fort Lauderdale, FL 33301

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Fort Lauderdale, FL 33301

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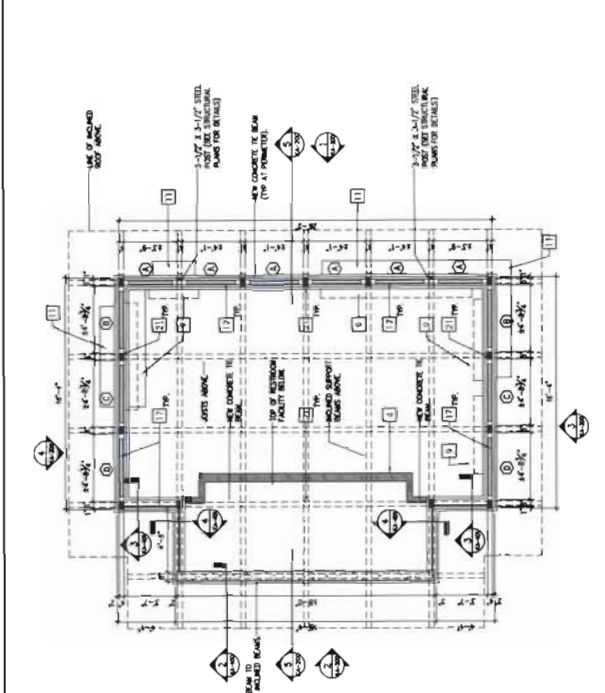
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Fort Lauderdale, FL 33301

3155 East Broadway Boulevard
Fort Lauderdale, FL 33301

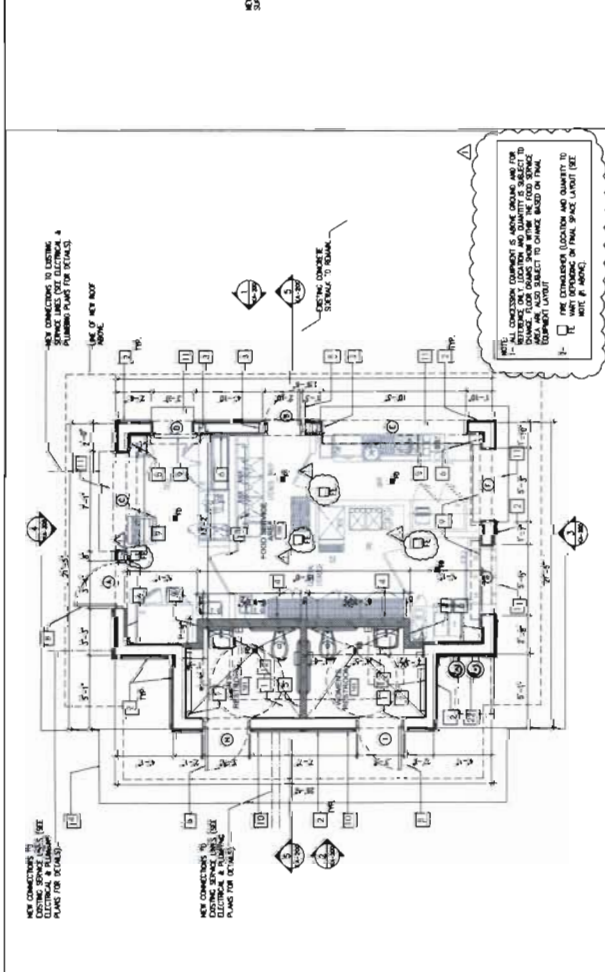
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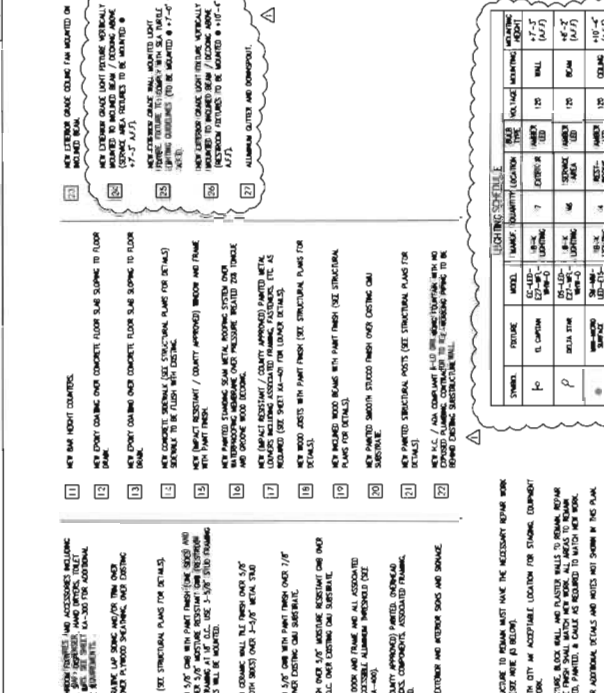
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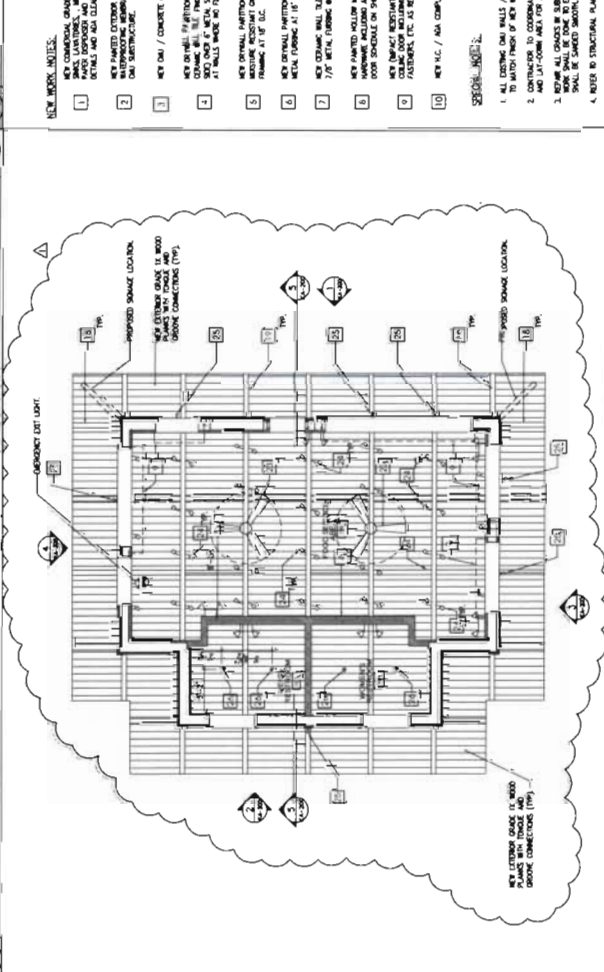
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SCALE: 1/4" = 1'-0"



2 NEW FLOOR PLAN
SCALE: 1/4" = 1'-0"



3 REFLECTED GRAVINGS PLAN
SCALE: 1/4" = 1'-0"



NEW WORK NOTES

90% CONSTRUCTION DOCUMENTS

DATE: 05/01/11 SCALE: 1/4" = 1'-0"

DESIGNED BY: LAM

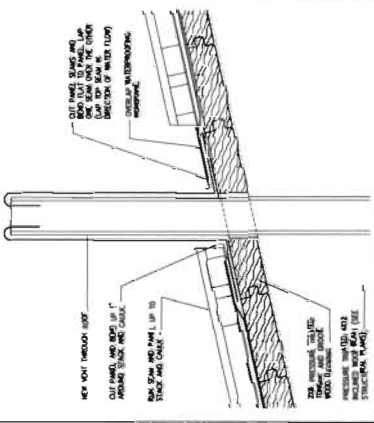
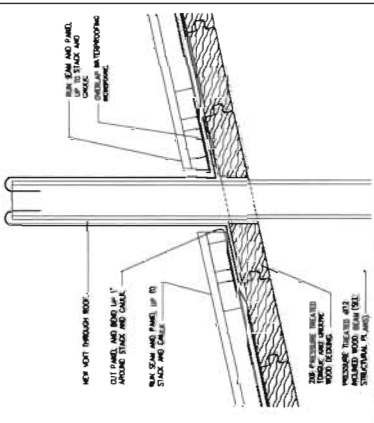
PROJECT NO: 10066

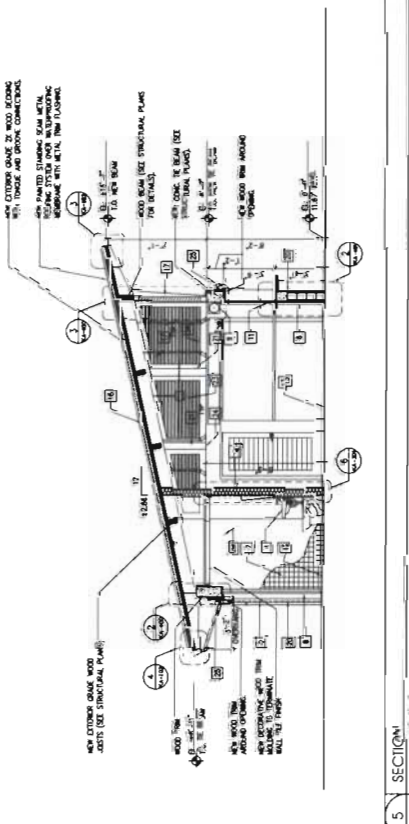
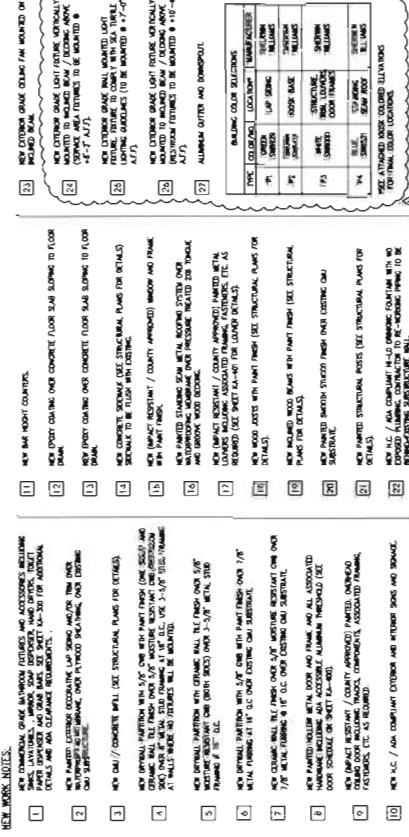
PROJECT NAME: KA-101

PROJECT LOCATION: 10151 E. BROADWAY BOULEVARD, SUITE 100, DENVER, COLORADO 80231

PROJECT NO: 10066

PROJECT NAME: KA-101





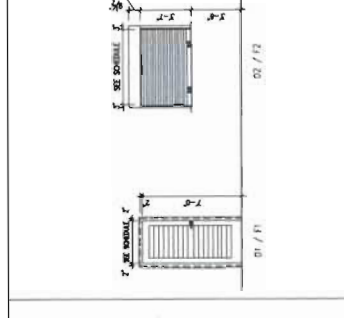
- ES&M** Planning & Landscape Design
1912 East Broadway Boulevard
Suite 110
Portland, OR 97214
- ASTORIA ASSOCIATES, INC.**
1000 NE Oregon Street
3rd Floor
Astoria, OR 97103
- COASTAL PLANNING & ENGINEERING, INC.**
1000 NE Oregon Street
3rd Floor
Astoria, OR 97103
- DR. TAG CONSULTING ENGINEERS**
1000 NE Oregon Street
3rd Floor
Astoria, OR 97103
- REYNOLDS ALUMINUM AND MILL, INC.**
2001 South Broadway Drive
12th Floor
Miami, FL 33133
- REYNOLDS ALUMINUM AND MILL, INC.**
2001 South Broadway Drive
12th Floor
Miami, FL 33133
- INVESTMENT ASSOCIATES**
Investment Design & Consulting
1000 NE Oregon Street
3rd Floor
Astoria, OR 97103
- CONSTRUCTION MANAGEMENT SERVICES (CMS)**
1000 NE Oregon Street
3rd Floor
Astoria, OR 97103

Rev	Date	Description	By
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2			
3			
4			
5			

DOOR SCHEDULE AND DETAILS
80% CONSTRUCTION DOCUMENTS
ISSUE FOR PERMIT - NOT FOR CONSTRUCTION

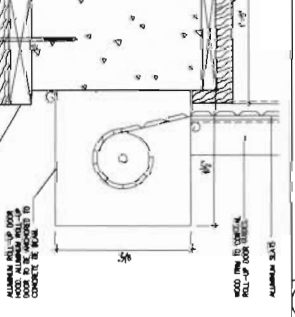
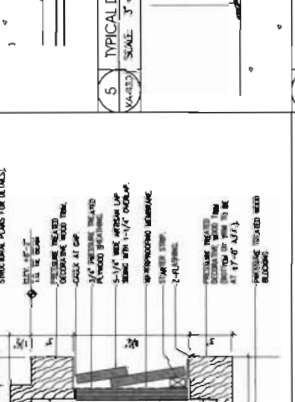
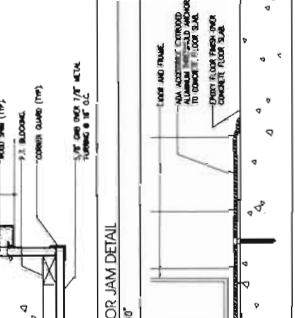
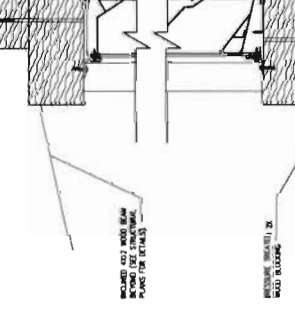
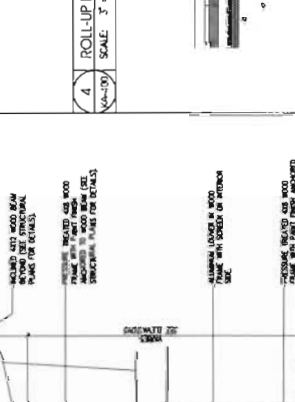
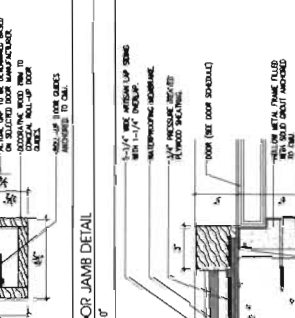
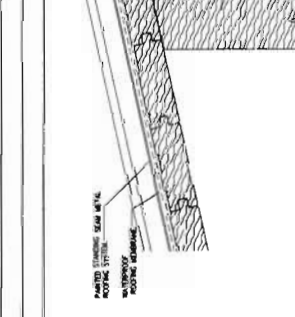
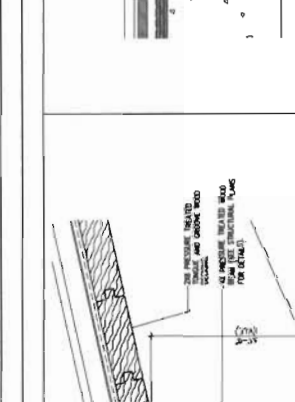
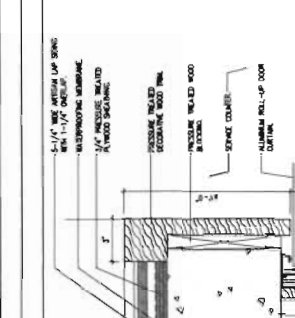
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Approved By: SAA
10066

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KA-400

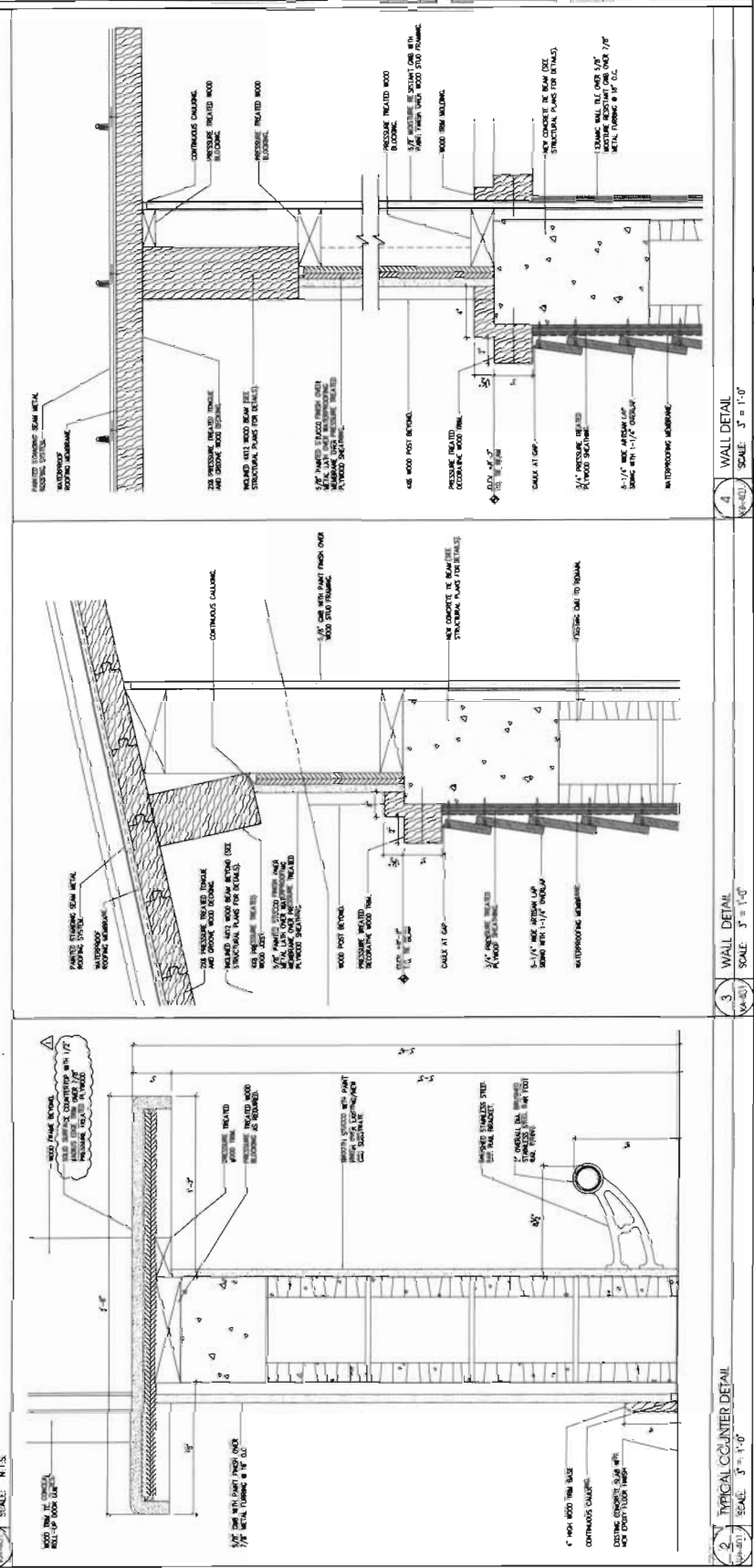


DOOR SCHEDULE

NO.	DESCRIPTION	TYPE	FRAME	GLASS	FINISH	NOTES
1	HOLLOW METAL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
2	HOLLOW METAL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
3	STEEL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
4	STEEL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
5	STEEL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
6	STEEL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
7	STEEL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
8	STEEL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
9	STEEL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT
10	STEEL	FI	3'-4" x 7'-2"	1/2"	1	MANUALLY OPERATED OVERHEAD DOOR END BELT



90% CONSTRUCTION DOCUMENTS





Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-02-13**

LEASE CONTRACT TO OPERATE CITY BEACH KIOSK

**RFP OPENING: NOVEMBER 16, 2012, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

October 11, 2012

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-02-13
Lease Contract to Operate City Beach Kiosk

The City of Pompano Beach is seeking restaurant/operator Contractors to submit proposals to lease and operate a Beach Kiosk Concession located on the Beachfront Park, 20 North Pompano Boulevard, City of Pompano Beach, Florida. The rehabilitation of the Kiosk was completed in August 2012.

The City will receive sealed proposals until 2:00 p.m. (local), November 16, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable. The time of receipt shall be determined by the time clock located in the office of the Purchasing Division and proposals received after 2 p.m. will not be accepted. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour. Proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

Proposals shall be submitted before the time and at the place indicated, and addressed to:

Otis J. Thomas, Purchasing Agent
City of Pompano Beach, Florida
1190 N.E. 3rd Avenue, Bldg. C (front)
Pompano Beach, Florida 33060



Introduction

The City of Pompano Beach is inviting restaurant/operator Contractors to submit proposals to lease and operate a Beach Kiosk Concession located on the Beachfront Park on Pompano Beach Boulevard, City of Pompano Beach. The rehabilitation of the Kiosk was completed in August 2012.

1. Scope of Services

The goal of the City is to create a clean, friendly, attractive concession for people to gather and enjoy good food and beverages. The Kiosk was completed in August 2012 and the concession is expected to be fully operational on/or about December 2012. This Request for Proposals (RFP) provides an excellent opportunity for a professional restaurant/operator ("Contractor") to provide a valued service to visitors and residents of the City of Pompano Beach. The Kiosk area is approximately 339 square feet of interior finished space (451 square feet including bathrooms), excluding seating.

The Kiosk area includes one serving counter facing the ocean and another facing the Great Lawn. The Kiosk is compliant with applicable American with Disabilities Act (ADA) standards. The Kiosk does not have cooking facilities or a grease trap; therefore, it cannot be operated as a full restaurant. The Kiosk should provide beverages and high quality food at good value.

The Kiosk must provide moderately priced fresh food selections. Examples of type of beverages to be offered include (some or all of the following): coffee, cappuccino, espresso, specialty teas, iced tea, fruit juices, soda, sports beverages and milk. Note: the only alcoholic beverages that can be sold include beer, wine, and slushy-flavored drinks. Examples of types of food to be offered (some or all of the following): muffins, bagels, donuts, pastries, biscotti, cookies, cakes, fruit, salads, sandwiches, soups, hot dogs, hamburgers, other prepared foods, and packaged snacks.

Although the area is finished space, proposers are expected to show how the space will be "personalized" to bring out the character of the Kiosk. Contractor shall decorate and furnish the Kiosk area. The proposed design must be approved by the City. It is recommended that the Kiosk be open to the public Monday to Thursday, 7:30 a.m. to 8:30 p.m., Fridays and Saturdays, 7:30 a.m. to 9:00 p.m., and Sundays, from 7:30 a.m. to 7:00 p.m., at a minimum. However, the Kiosk may operate longer hours, if and when commercially practical, subject to City's approval. Seating may be outside in the courtyard/sand area. Contractor shall supply tables, chairs, and umbrellas and the selection is to be approved by the City. Operation of the Kiosk must conform to the state and federal laws and local ordinances. It is the Contractor's responsibility to obtain and maintain all appropriate licenses and permits.

2. Tasks/Deliverables

2.1 RFP Schedule

Release RFP	10/11/2012
Last day for questions	10/26/2012
PROPOSAL DUE (Prior to 2:00 PM)	11/16/2012

Evaluation Committee Review to Shortlist and Selection of First Ranked Consultant (Estimated)	11/27/2012
City Commission Approval to Negotiate With First Ranked Consultant (estimated)	12/11/2012

2.2 Terms of the Lease/License

The term will be five (5) years with an option to renew for an additional five (5) year term.

Contractor shall pay a minimum base monthly rent of \$2,500.00 to be paid to the City in advance of the month for which rent is due, or 12% of gross sales, whichever is higher. In addition to the base monthly rent, Contractor shall pay to the City insurance expenses and taxes for the Kiosk premises. The insurance and all taxes shall be prorated over 12 equal monthly installments. Lease increases will be negotiated upon selection of an operator.

Real estate taxes are not currently assessed against the premises, but in the event that at any time during the term of the lease or license real taxes are levied on the property, then the Kiosk premises shall be assessed for tax purposes.

Contractor shall be required to pay, if applicable, all intangible personal property taxes and assessments on the furniture, fixtures, inventory and equipment, leasehold interest, and other property of Contractor located within the premises.

2.3 Utilities and Services

The City shall be responsible for providing to the Kiosk site utilities generally provided for the premises such as sewer and water service. Contractor shall be responsible for all janitorial services, both interior and exterior, servicing and maintenance of facility, garbage removal service, any telephone, electricity and cable services and all other services Contractor obtains for the premises.

2.4 Additional Lease/License Terms

The selected Contractor shall be required to enter into a Lease Agreement with the City, with terms, which shall include, but not be limited to, the following:

1. Contractor to operate Kiosk in accordance with City's operating standards in this RFP and the Operating Standards and regulations established for beachfront property.
2. Contractor to decorate and furnish the Kiosk. All aesthetic design and materials to be approved by the City in advance.
3. Contractor to provide all necessary equipment and fixtures for providing service.
4. Contractor to provide tables and chairs for customers. Umbrellas to be provided for tables.
5. Contractor to provide any signage to be approved by the City. Outside signage must be approved in advance by the City.
6. Contractor to provide consistent hours of operation. Kiosk to be open and operating Monday to Thursday, 7:30 a.m. to 9:30 p.m., Fridays and Saturdays, 7:30 a.m. to 11:00 p.m., and Sundays, from 7:30 a.m. to 9:00 p.m., at a minimum. However, the Kiosk may

operate longer hours and seven days per week, if and when commercially practical, subject to City's approval.

7. Contractor to provide strong, professional customer service.

8. Contractor to provide supervision of Kiosk area at all time of operation.

9. Contractor to provide a diverse menu with product offering/pricing and other promotional materials acceptable to the City.

10. Contractor to provide regular hourly maintenance and cleaning of Kiosk tables and outside table area in accordance with the City's operating standards in this RFP and the Operating Standards and regulations established for beachfront property.

11. Contractor to provide staffing for all aspects of the operation of the Kiosk and associated business tasks. Contractor's staff shall meet employee standards set forth in this RFP.

12. Contractor to provide and pay for telephone service for Kiosk employee use.

13. Contractor to provide all food, beverages and supplies, and mechanisms for ordering and receiving and maintaining accounts for food, beverages and supplies.

14. Contractor shall obtain the City's approval of changes in products, pricing or services or character of the Kiosk.

15. Contractor to provide regular extermination services, no less than monthly, and as needed.

16. Contractor to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.

17. Contractor shall meet all Health Department regulations and other applicable laws and regulations in operating the Kiosk.

18. Contractor to provide Property and Liability insurance (certificates of required insurance will be requested prior to commencement of operation of the Kiosk).

19. Contractor to secure the Kiosk against vandalism. The City shall not be held responsible for repairs due to vandalism.

2.5 Deliveries

The Contractor and their employees shall accept deliveries. Time for deliveries shall be one (1) hour each day prior to opening for business.

2.6 Maintenance

Contractor is responsible for keeping the Kiosk, and outside sitting area neat and clean. Contractor is also responsible for regularly bussing and cleaning the tables and promptly cleaning up spills/messes in the immediate area. Contractor shall also provide and empty trash receptacles and ensure the garbage receptacles do not become overfilled. Contractor will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas. Contractor will clean and maintain the bathroom facilities on a daily basis.

2.7 Employee Standards

Service should be professional, timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. Contractor will recruit, train, supervise, direct, and deploy the optimum number of employees to match the work requirements.

Each employee should:

1. Be clean, neat, and well groomed.
2. Be free from offensive body odor.
3. Be professional, courteous, and friendly.
4. Have required health permits before employment at the Kiosk.
5. Not wear excessive amount of jewelry, perfume, or cologne.
6. Be in a uniform, such as matching polo shirts, aprons, etc.

2.8 Food Quality

Contractor will make every effort to ensure that only the highest quality of food is sold at the Kiosk, including but not limited to:

1. Fresh ground coffee from whole beans.
2. Butter, milk, and milk products shall be fresh, USDA Grade A.
3. Pastries, bagels and other baked goods shall be fresh daily from a quality baker.
4. Freshly prepared food including sandwiches, salads, etc.



2.9 Minimum Requirements

Certain minimum qualifications have been established in order for Contractor's to be considered for the contract:

- Contractor shall demonstrate they have three (3) or more years of continuous experience within the last ten (10) years in the ownership, management, or operation of a Kiosk/restaurant/concession or similar service in the hospitality industry.
- Demonstrate financial ability to open and operate the Kiosk such as bank statements, existing balance sheets from established business operations, any lease agreements, etc.

- Contractor will provide an operational plan for the Kiosk including a proposed menu.
- Proposed rent for the use of the facilities if different from the terms listed on page 3 item 2.2 (see TERMS of the LEASE/LICENSE).
- The required proposal documents must be delivered to the City's Purchasing Division on or before the due time and date.
- The original proposal must be properly signed in (blue) ink by the individual authorized to bind the Contractor to this agreement.

Failure to meet the minimum qualifications will be grounds for disqualification.

2.10 Introduction Letter and Firm Information

A letter introducing the Contractor including the corporate name (if applicable), address and telephone number of principal office, and number of years in business. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction letter must be signed by an individual authorized to bind the firm. Failure to sign this letter shall be cause for disqualification. Briefly state the Proposer's understanding of the work to be done, and make a positive commitment to perform and complete the project.

2.11 Business Experience

- Describe experience and reputation in the food industry for consistent quality operation. Describe the extent that business owner will participate in the day-to-day operation of the Kiosk. Indication of the completion of any food safety courses, and food or business related certifications.
- Provide a minimum of three (3) references with knowledge of your business practices. These references must include, as a minimum, name of company or individual, contact person, address, and telephone number. State your relationship with the company or individual.
- Provide a "Letter of Good Standing" from your bank.
- Provide documentation describing a minimum of three (3) years of continuous experience within the last ten (10) years in the ownership, management, or operation of a Kiosk/restaurant/concession or similar service in the hospitality service.
- Describe financial capacity to open, manage and operate the kiosk. Provide bank statements, existing balance sheets from established operations or other financial documentation to verify the ability to fund and operate the Kiosk as proposed in Section 2.12.

Letter of Commendations or Recommendation may be included in this section.

2.12 Operational Plan for Kiosk

- Provide a business plan with sufficient detail including estimated costs to open the business and provide an operating statement including estimated expenses and revenues of the first 3 years of operation.
- Describe the necessary equipment and fixtures (brand and model), tables and chairs, sufficient staffing, sufficient supervision and daily oversight of Kiosk area,

supplies including type of utensils and staples, trash removal and cleaning schedules, recycling, and schedule to acquire food and supplies.

- c. State the hours of operation you are proposing if different from those on page 3.
- d. Describe the design of the Kiosk including colors and any signage, art, drawings on the walls, or any other design elements. Include a sketch or rendering of what you are proposing for this space. Include any pictures of the tables, chairs, etc. in this section.
- e. State the staffing for the Kiosk and the job title of each staff member. Describe the number of shifts employed for operating the Kiosk.
- f. State how garbage and exterior and interior cleanup will be handled.
- g. State how bathroom cleanup and maintenance will be handled.
- h. Describe any marketing plans that indicate advertising strategies, publicity, or special events that would distinguish this Kiosk from other coffee/Kiosk operations.
- i. Provide a sample menu listing all items and all product mix you intend to sell with an approximate selling price. Please be specific in the brand name or quality you are proposing.

2.13 Monthly Rent

State the monthly rent terms you are proposing for the use of the facilities if different from the terms listed on page 3 (item 2.2). Detail any terms or variations in this section.

2.15 Contract Negotiations

A Selection Committee will short-list the proposals. The short-listed Proposers will have the opportunity to negotiate a contract with the City. The City reserves the right to simultaneously negotiate with one or more short-listed proposers concurrently in order to secure the best value and solution for the City. The City may request terms other than those proposed by Contractor, provided they meet the requirements of this RFP. Should the City be unable to negotiate a satisfactory lease with any one of the proposing Contractors, the City reserves the right to re-issue an RFP or amend the proposed lease/Kiosk concept.

2.16 Licenses and Fees

Alcoholic Beverages may be sold with approval from the Program Administrator or his designee. The Concessionaire agrees to obtain and pay for all permits, licenses, and business taxes, including Alcoholic Beverage Licenses and Broward County Health Department certifications as necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Concessionaire. Appropriate licenses must be submitted with this proposal. The Concessionaire shall also be solely responsible for payment of any taxes levied on the kiosk operation. The Concessionaire shall comply with all City, County, State, and Federal rules regulations and laws, as may be amended from time to time. Alcoholic beverages are to be offered for sale by the Concessionaire to the extent permitted by applicable state and local laws, and subject to regulations established by the City. The final decision as to whether or not Alcoholic Beverages may be sold at an event, or in any area of the facility, shall be at the sole discretion of the City. The decision to serve or refuse service of Alcoholic beverages to any individual shall be the sole responsibility of the Concessionaire. The Concessionaire shall not sale, offer for

sale, deliver, or otherwise distribute any alcoholic beverage on any weekday between the hours of 2:00 a.m. and 7:00 a.m., or on Sunday between the hours of 2:00 a.m. and 12:00 noon.

2.17 Selection

The City may require presentations of negotiated terms from short-listed Contractors at a public meeting. Contractors will be required to provide a sample menu and/or menu food items for tasting. Contractors will be asked to provide conceptual renderings of Kiosk design and furnishings.

The City may, at its discretion, elect to waive any requirements(s), either for all proposals or for a specific proposal, which the City, in its sole discretion, deems non-material. The City reserves the right to accept such proposal as it deems to be in the public interest.

The following procedures will be adhered to in administering the selection process:

- I. The City will, through its Purchasing Division or through an Independent Procurement Consultant, administer the selection of the Contractor.
- II. The City may, if appropriate, prepare and distribute written minutes of any Proposers conference to all attending Proposers. Written minutes that are prepared and distributed shall, at the City's option, constitute an addendum to this RFP.
- III. The City may issue written addenda regarding this offering to all RFP package recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the RFP as originally published, such revisions will be by formal written addendum only.
- IV. The City reserves the right to reject any and all proposals received, either in whole or in part, with or without cause, or to waive any proposal requirement, informalities or deficiencies, in any proposal if such action is deemed by the City to be in the best interest of the project.
- V. By submitting a proposal, an interested Proposer warrants, represents and declares that:
 - a. The only person(s) designated as principal(s) is (are) named therein and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the contract to be entered into.
 - b. The proposal is made in good faith and without collusion or fraud.
 - c. The submission of a proposal signifies that the Proposer understands and agrees to all elements of the proposal, and that such proposal may become part of any contract entered into between the City and the Proposer.
 - d. The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the selection rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City.



Renovated Kiosk (during construction)

3. **Term of Contract**

The term will be five (5) years with an option to renew for an additional five (5) year term

4. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

5. **Local Business Program**

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
<http://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf>

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

6. **Required Proposal Submittal**

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of

service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a customer reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

Document Submittals:

Refer to items 2.11, 2.12, and 2.13

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
<input checked="" type="checkbox"/> products/completed		
operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE

	bodily injury	
	(each person)	
	bodily injury	
XX comprehensive form	(each accident)	
XX owned	property damage	
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	

REAL & PERSONAL PROPERTY

— comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

<input checked="" type="checkbox"/> umbrella form	bodily injury and	\$1,000,000	\$1,000,000
— other than umbrella	property damage	\$2,000,000.	\$2,000,000.
	combined		

☐ **PROFESSIONAL LIABILITY** \$1,000,000. \$1,000,000.
* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
4.	Business Plan Demonstrate estimated costs to open the business. Provide an operating statement including estimated expenses and revenue of the first 3 years of operation. The quality and variety of the food choices, which may include taste testing. Include sample menu with unit costs breakdowns. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
	Total	0-20

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

3. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

4. Public Entity Crimes

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

5. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

6. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

7. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

8. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

10. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 5:00 p.m., October 26, 2012. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP T-02-13, LEASE CONTRACT TO OPERATE CITY BEACH KIOSK

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-02-13**

LEASE CONTRACT TO OPERATE CITY BEACH KIOSK

**RFP OPENING: NOVEMBER 16, 2012, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

October 11, 2012

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

T-02-13

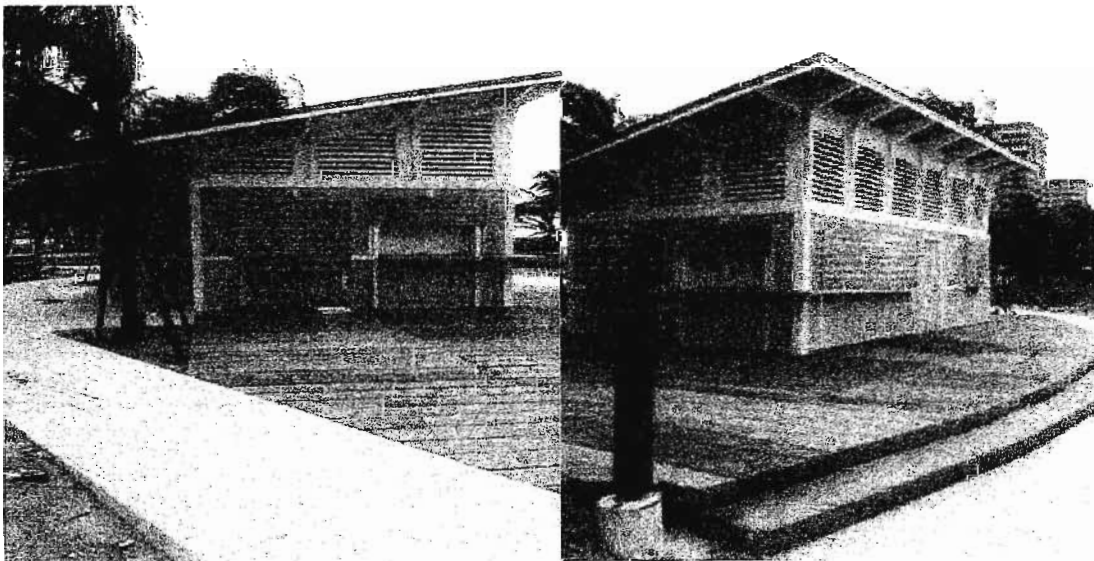
Lease Contract to Operate City Beach Kiosk

The City of Pompano Beach is seeking restaurant/operator Contractors to submit proposals to lease and operate a Beach Kiosk Concession located on the Beachfront Park, 20 North Pompano Boulevard, City of Pompano Beach, Florida. The rehabilitation of the Kiosk was completed in August 2012.

The City will receive sealed proposals until 2:00 p.m. (local), November 16, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable. The time of receipt shall be determined by the time clock located in the office of the Purchasing Division and proposals received after 2 p.m. will not be accepted. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour Proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

Proposals shall be submitted before the time and at the place indicated, and addressed to:

Otis J. Thomas, Purchasing Agent
City of Pompano Beach, Florida
1190 N.E. 3rd Avenue, Bldg. C (front)
Pompano Beach, Florida 33060



Introduction

The City of Pompano Beach is inviting restaurant/operator Contractors to submit proposals to lease and operate a Beach Kiosk Concession located on the Beachfront Park on Pompano Beach Boulevard, City of Pompano Beach. The rehabilitation of the Kiosk was completed in August 2012.

1. Scope of Services

The goal of the City is to create a clean, friendly, attractive concession for people to gather and enjoy good food and beverages. The Kiosk was completed in August 2012 and the concession is expected to be fully operational on/or about December 2012. This Request for Proposals (RFP) provides an excellent opportunity for a professional restaurant/operator ("Contractor") to provide a valued service to visitors and residents of the City of Pompano Beach. The Kiosk area is approximately 339 square feet of interior finished space (451 square feet including bathrooms), excluding seating.

The Kiosk area includes one serving counter facing the ocean and another facing the Great Lawn. The Kiosk is compliant with applicable American with Disabilities Act (ADA) standards. The Kiosk does not have cooking facilities or a grease trap; therefore, it cannot be operated as a full restaurant. The Kiosk should provide beverages and high quality food at good value.

The Kiosk must provide moderately priced fresh food selections. Examples of type of beverages to be offered include (some or all of the following): coffee, cappuccino, espresso, specialty teas, iced tea, fruit juices, soda, sports beverages and milk. Note: the only alcoholic beverages that can be sold include beer, wine, and slushy-flavored drinks. Examples of types of food to be offered (some or all of the following): muffins, bagels, donuts, pastries, biscotti, cookies, cakes, fruit, salads, sandwiches, soups, hot dogs, hamburgers, other prepared foods, and packaged snacks.

Although the area is finished space, proposers are expected to show how the space will be "personalized" to bring out the character of the Kiosk. Contractor shall decorate and furnish the Kiosk area. The proposed design must be approved by the City. It is recommended that the Kiosk be open to the public Monday to Thursday, 7:30 a.m. to 8:30 p.m., Fridays and Saturdays, 7:30 a.m. to 9:00 p.m., and Sundays, from 7:30 a.m. to 7:00 p.m., at a minimum. However, the Kiosk may operate longer hours, if and when commercially practical, subject to City's approval. Seating may be outside in the courtyard/sand area. Contractor shall supply tables, chairs, and umbrellas and the selection is to be approved by the City. Operation of the Kiosk must conform to the state and federal laws and local ordinances. It is the Contractor's responsibility to obtain and maintain all appropriate licenses and permits.

2. Tasks/Deliverables

2.1 RFP Schedule

Release RFP	10/11/2012
Last day for questions	10/26/2012
PROPOSAL DUE (Prior to 2:00 PM)	11/16/2012

Evaluation Committee Review to Shortlist and
Selection of First Ranked Consultant (Estimated)
City Commission Approval to Negotiate With First Ranked Consultant
(estimated)

11/27/2012

12/11/2012

2.2 Terms of the Lease/License

The term will be five (5) years with an option to renew for an additional five (5) year term.

Contractor shall pay a minimum base monthly rent of \$2,500.00 to be paid to the City in advance of the month for which rent is due, or 12% of gross sales, whichever is higher. In addition to the base monthly rent, Contractor shall pay to the City insurance expenses and taxes for the Kiosk premises. The insurance and all taxes shall be prorated over 12 equal monthly installments. Lease increases will be negotiated upon selection of an operator.

Real estate taxes are not currently assessed against the premises, but in the event that at any time during the term of the lease or license real taxes are levied on the property, then the Kiosk premises shall be assessed for tax purposes.

Contractor shall be required to pay, if applicable, all intangible personal property taxes and assessments on the furniture, fixtures, inventory and equipment, leasehold interest, and other property of Contractor located within the premises.

2.3 Utilities and Services

The City shall be responsible for providing to the Kiosk site utilities generally provided for the premises such as sewer and water service. Contractor shall be responsible for all janitorial services, both interior and exterior, servicing and maintenance of facility, garbage removal service, any telephone, electricity and cable services and all other services Contractor obtains for the premises.

2.4 Additional Lease/License Terms

The selected Contractor shall be required to enter into a Lease Agreement with the City, with terms, which shall include, but not be limited to, the following:

1. Contractor to operate Kiosk in accordance with City's operating standards in this RFP and the Operating Standards and regulations established for beachfront property.
2. Contractor to decorate and furnish the Kiosk. All aesthetic design and materials to be approved by the City in advance.
3. Contractor to provide all necessary equipment and fixtures for providing service.
4. Contractor to provide tables and chairs for customers. Umbrellas to be provided for tables.
5. Contractor to provide any signage to be approved by the City. Outside signage must be approved in advance by the City.
6. Contractor to provide consistent hours of operation. Kiosk to be open and operating Monday to Thursday, 7:30 a.m. to 9:30 p.m., Fridays and Saturdays, 7:30 a.m. to 11:00 p.m., and Sundays, from 7:30 a.m. to 9:00 p.m., at a minimum. However, the Kiosk may

operate longer hours and seven days per week, if and when commercially practical, subject to City's approval.

7. Contractor to provide strong, professional customer service.

8. Contractor to provide supervision of Kiosk area at all time of operation.

9. Contractor to provide a diverse menu with product offering/pricing and other promotional materials acceptable to the City.

10. Contractor to provide regular hourly maintenance and cleaning of Kiosk tables and outside table area in accordance with the City's operating standards in this RFP and the Operating Standards and regulations established for beachfront property.

11. Contractor to provide staffing for all aspects of the operation of the Kiosk and associated business tasks. Contractor's staff shall meet employee standards set forth in this RFP.

12. Contractor to provide and pay for telephone service for Kiosk employee use.

13. Contractor to provide all food, beverages and supplies, and mechanisms for ordering and receiving and maintaining accounts for food, beverages and supplies.

14. Contractor shall obtain the City's approval of changes in products, pricing or services or character of the Kiosk.

15. Contractor to provide regular extermination services, no less than monthly, and as needed.

16. Contractor to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.

17. Contractor shall meet all Health Department regulations and other applicable laws and regulations in operating the Kiosk.

18. Contractor to provide Property and Liability insurance (certificates of required insurance will be requested prior to commencement of operation of the Kiosk).

19. Contractor to secure the Kiosk against vandalism. The City shall not be held responsible for repairs due to vandalism.

2.5 Deliveries

The Contractor and their employees shall accept deliveries. Time for deliveries shall be one (1) hour each day prior to opening for business.

2.6 Maintenance

Contractor is responsible for keeping the Kiosk, and outside sitting area neat and clean. Contractor is also responsible for regularly bussing and cleaning the tables and promptly cleaning up spills/messes in the immediate area. Contractor shall also provide and empty trash receptacles and ensure the garbage receptacles do not become overfilled. Contractor will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas. Contractor will clean and maintain the bathroom facilities on a daily basis.

2.7 Employee Standards

Service should be professional, timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. Contractor will recruit, train, supervise, direct, and deploy the optimum number of employees to match the work requirements.

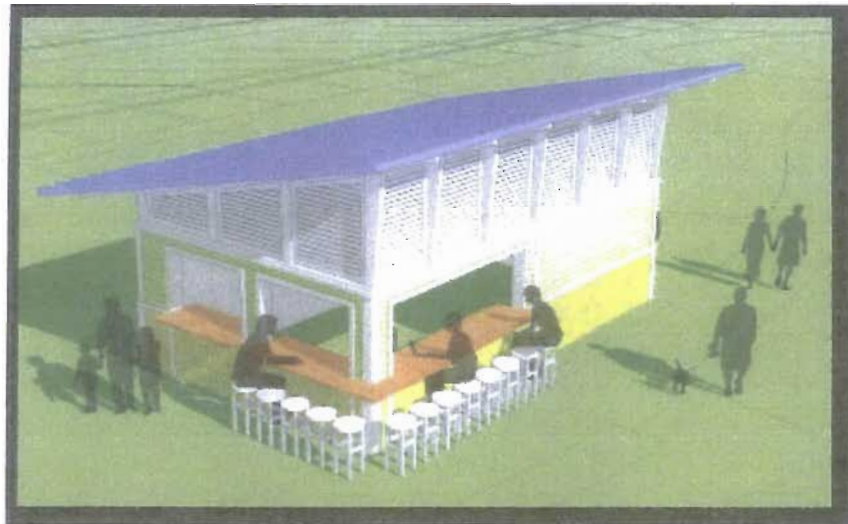
Each employee should:

1. Be clean, neat, and well groomed.
2. Be free from offensive body odor.
3. Be professional, courteous, and friendly.
4. Have required health permits before employment at the Kiosk.
5. Not wear excessive amount of jewelry, perfume, or cologne.
6. Be in a uniform, such as matching polo shirts, aprons, etc.

2.8 Food Quality

Contractor will make every effort to ensure that only the highest quality of food is sold at the Kiosk, including but not limited to:

1. Fresh ground coffee from whole beans.
2. Butter, milk, and milk products shall be fresh, USDA Grade A.
3. Pastries, bagels and other baked goods shall be fresh daily from a quality baker.
4. Freshly prepared food including sandwiches, salads, etc.



2.9 Minimum Requirements

Certain minimum qualifications have been established in order for Contractor's to be considered for the contract:

- Contractor shall demonstrate they have three (3) or more years of continuous experience within the last ten (10) years in the ownership, management, or operation of a Kiosk/restaurant/concession or similar service in the hospitality industry.
- Demonstrate financial ability to open and operate the Kiosk such as bank statements, existing balance sheets from established business operations, any lease agreements, etc.

- Contractor will provide an operational plan for the Kiosk including a proposed menu.
- Proposed rent for the use of the facilities if different from the terms listed on page 3 item 2.2 (see TERMS of the LEASE/LICENSE).
- The required proposal documents must be delivered to the City's Purchasing Division on or before the due time and date.
- The original proposal must be properly signed in (blue) ink by the individual authorized to bind the Contractor to this agreement.

Failure to meet the minimum qualifications will be grounds for disqualification.

2.10 Introduction Letter and Firm Information

A letter introducing the Contractor including the corporate name (if applicable), address and telephone number of principal office, and number of years in business. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction letter must be signed by an individual authorized to bind the firm. Failure to sign this letter shall be cause for disqualification. Briefly state the Proposer's understanding of the work to be done, and make a positive commitment to perform and complete the project.

2.11 Business Experience

- Describe experience and reputation in the food industry for consistent quality operation. Describe the extent that business owner will participate in the day-to-day operation of the Kiosk. Indication of the completion of any food safety courses, and food or business related certifications.
- Provide a minimum of three (3) references with knowledge of your business practices. These references must include, as a minimum, name of company or individual, contact person, address, and telephone number. State your relationship with the company or individual.
- Provide a "Letter of Good Standing" from your bank.
- Provide documentation describing a minimum of three (3) years of continuous experience within the last ten (10) years in the ownership, management, or operation of a Kiosk/restaurant/concession or similar service in the hospitality service.
- Describe financial capacity to open, manage and operate the kiosk. Provide bank statements, existing balance sheets from established operations or other financial documentation to verify the ability to fund and operate the Kiosk as proposed in Section 2.12.

Letter of Commendations or Recommendation may be included in this section.

2.12 Operational Plan for Kiosk

- Provide a business plan with sufficient detail including estimated costs to open the business and provide an operating statement including estimated expenses and revenues of the first 3 years of operation.
- Describe the necessary equipment and fixtures (brand and model), tables and chairs, sufficient staffing, sufficient supervision and daily oversight of Kiosk area,

- supplies including type of utensils and staples, trash removal and cleaning schedules, recycling, and schedule to acquire food and supplies.
- c. State the hours of operation you are proposing if different from those on page 3.
 - d. Describe the design of the Kiosk including colors and any signage, art, drawings on the walls, or any other design elements. Include a sketch or rendering of what you are proposing for this space. Include any pictures of the tables, chairs, etc. in this section.
 - e. State the staffing for the Kiosk and the job title of each staff member. Describe the number of shifts employed for operating the Kiosk.
 - f. State how garbage and exterior and interior cleanup will be handled.
 - g. State how bathroom cleanup and maintenance will be handled.
 - h. Describe any marketing plans that indicate advertising strategies, publicity, or special events that would distinguish this Kiosk from other coffee/Kiosk operations.
 - i. Provide a sample menu listing all items and all product mix you intend to sell with an approximate selling price. Please be specific in the brand name or quality you are proposing.

2.13 Monthly Rent

State the monthly rent terms you are proposing for the use of the facilities if different from the terms listed on page 3 (item 2.2). Detail any terms or variations in this section.

2.15 Contract Negotiations

A Selection Committee will short-list the proposals. The short-listed Proposers will have the opportunity to negotiate a contract with the City. The City reserves the right to simultaneously negotiate with one or more short-listed proposers concurrently in order to secure the best value and solution for the City. The City may request terms other than those proposed by Contractor, provided they meet the requirements of this RFP. Should the City be unable to negotiate a satisfactory lease with any one of the proposing Contractors, the City reserves the right to re-issue an RFP or amend the proposed lease/Kiosk concept.

2.16 Licenses and Fees

Alcoholic Beverages may be sold with approval from the Program Administrator or his designee. The Concessionaire agrees to obtain and pay for all permits, licenses, and business taxes, including Alcoholic Beverage Licenses and Broward County Health Department certifications as necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Concessionaire. Appropriate licenses must be submitted with this proposal. The Concessionaire shall also be solely responsible for payment of any taxes levied on the kiosk operation. The Concessionaire shall comply with all City, County, State, and Federal rules regulations and laws, as may be amended from time to time. Alcoholic beverages are to be offered for sale by the Concessionaire to the extent permitted by applicable state and local laws, and subject to regulations established by the City. The final decision as to whether or not Alcoholic Beverages may be sold at an event, or in any area of the facility, shall be at the sole discretion of the City. The decision to serve or refuse service of Alcoholic beverages to any individual shall be the sole responsibility of the Concessionaire. The Concessionaire shall not sale, offer for

sale, deliver, or otherwise distribute any alcoholic beverage on any weekday between the hours of 2:00 a.m. and 7:00 a.m., or on Sunday between the hours of 2:00 a.m. and 12:00 noon.

2.17 Selection

The City may require presentations of negotiated terms from short-listed Contractors at a public meeting. Contractors will be required to provide a sample menu and/or menu food items for tasting. Contractors will be asked to provide conceptual renderings of Kiosk design and furnishings.

The City may, at its discretion, elect to waive any requirements(s), either for all proposals or for a specific proposal, which the City, in its sole discretion, deems non-material. The City reserves the right to accept such proposal as it deems to be in the public interest.

The following procedures will be adhered to in administering the selection process:

- I. The City will, through its Purchasing Division or through an Independent Procurement Consultant, administer the selection of the Contractor.
- II. The City may, if appropriate, prepare and distribute written minutes of any Proposers conference to all attending Proposers. Written minutes that are prepared and distributed shall, at the City's option, constitute an addendum to this RFP.
- III. The City may issue written addenda regarding this offering to all RFP package recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the RFP as originally published, such revisions will be by formal written addendum only.
- IV. The City reserves the right to reject any and all proposals received, either in whole or in part, with or without cause, or to waive any proposal requirement, informalities or deficiencies, in any proposal if such action is deemed by the City to be in the best interest of the project.
- V. By submitting a proposal, an interested Proposer warrants, represents and declares that:
 - a. The only person(s) designated as principal(s) is (are) named therein and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the contract to be entered into.
 - b. The proposal is made in good faith and without collusion or fraud.
 - c. The submission of a proposal signifies that the Proposer understands and agrees to all elements of the proposal, and that such proposal may become part of any contract entered into between the City and the Proposer.
 - d. The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the selection rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City.



Renovated Kiosk (during construction)

3. Term of Contract

The term will be five (5) years with an option to renew for an additional five (5) year term

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
<http://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf>

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of

service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a customer reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

Document Submittals:

Refer to items 2.11, 2.12, and 2.13

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE

	bodily injury	
	(each person)	
	bodily injury	
	(each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	

REAL & PERSONAL PROPERTY

— comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

— umbrella form	bodily injury and		
— other than umbrella	property damage		
	combined	\$2,000,000.	\$2,000,000.

XX **PROFESSIONAL LIABILITY** \$1,000,000. \$1,000,000.

* Policy to be written on a claims made basis

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
4.	Business Plan Demonstrate estimated costs to open the business. Provide an operating statement including estimated expenses and revenue of the first 3 years of operation. The quality and variety of the food choices, which may include taste testing. Include sample menu with unit costs breakdowns. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
	Total	0-20

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

3. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

4. Public Entity Crimes

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

5. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

6. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

7. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

8. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

10. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 5:00 p.m., October 26, 2012. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE**PROPOSAL SIGNATURE PAGE****RFP T-02-13, LEASE CONTRACT TO OPERATE CITY BEACH KIOSK**

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Frank Di Maria Title OWNER / Gerard M. Olórtégui Caveró-Egúsquiza _

Company (Legal Registered) MONTAGNA, INC./DI MARIA PROPERTIES, LLC

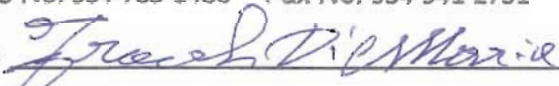
Federal Tax Identification Number: (MONTAGNA 650622630)
& (DIMARIA PROPERTIES 113674665) _____

Address 3428 EAST ATLANTIC BOULEVARD _____

City/State/Zip POMPANO BEACH FL 33062 _____

Telephone No. 954-785-1480 Fax No. 954-941-2751

Signature



Date NOVEMBER 2012 _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____

Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained Within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____





Florida's Warmest Welcome

**LEASE CONTRACT TO OPERATE CITY BEACH KIOSK
RFP N° T-02-13**

**DI MARIA PROPERTIES, LLC
& MONTAGNA, INC. dba FRANK'S RISTORANTE
3428 EAST ATLANTIC BOULEVARD
POMAPNO BEACH, FLORIDA 33062**

**PHONE: 954-785-1480
FAX: 954-941-2751
EMAIL: dmpropertiesgerard@gmail.com**

**MR. FRANK DI MARIA
Or
Mr. Gerard M. Olórtégui Caverro-Egúsquiza**

NOVEMBER 2012

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LETTER of TRANSMITTAL

I, Frank Di Maria, along with my daughter, Rosaly and son Guy shall oversee the daily operations of the City Beach Kiosk. I propose a Staff of at least 10 persons. Staff members shall be required to successfully pass a Food Safety certification examination administered by an approved Manager Certification Test Provider, such as The National Registry of Certified Food Safety Professionals. Our employees shall have to successfully pass pertinent business and relevant equipment training courses as well when necessary.

We understand that we must provide moderately priced fresh food and beverage selections. We will make every effort to ensure that only the highest quality of food is sold at the Kiosk, including but not limited to: Fresh ground coffee from whole beans. Butter, milk, and milk products shall be fresh; USDA Grade A. Pastries, bagels and other baked goods shall be fresh daily from a quality baker; including sandwiches, burgers, salads, etc.

The types of beverages to be sold shall include some/ all of the following: coffee, cappuccino, espresso, specialty teas, iced tea, fruit juices, soda, sports beverages and milk. Regarding the only alcoholic beverages that can be sold include beer, wine, and slushy-flavored drinks. Referent to the types of food to be sold include some/all of the following: muffins, bagels, donuts, pastries, biscotti, cookies, cakes, fruit, salads, sandwiches, soups, hot dogs, hamburgers, other pre-prepared foods, and packaged snacks, as well as pre-wrapped ice creams. Our hours of operation will adhere the City's suggestion as follows; Monday to Thursday, 7:30 a.m. to 8:30 p.m., Fridays and Saturdays, 7:30 a.m. to 9:00 p.m., and Sundays, from 7:30 a.m. to 7:00 p.m.

We shall pay the required monthly rent as stipulated by the City as well as pay what relevant insurance expenses and taxes as required by the City.

Even though Real estate taxes are not currently assessed against the premises, we understand that in the event that if at any time during the term of the lease or license real taxes are levied on the property, then the Kiosk premises shall be assessed for tax purposes.

We shall pay all intangible personal property taxes and assessments on the furniture, fixtures, inventory and equipment, leasehold interest, and other property located within the premises. Service shall be professional, timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. I and my family shall recruit, train, supervise, direct, and employ the adequate number of employees to satisfy the work requirements. Our employee shall be clean, neat, and well groomed. Said employees shall Be free from offensive body odor as well. We shall have all required health permits before employment at the Kiosk. Our employees will NOT wear excessive amount of jewelry, perfume, or cologne. Each employee will be in a uniform that will have our Logo and will be the same for each worker.

Seating shall include, aside from two counters (with stools), an outdoor courtyard/sand area. We shall supply tables, chairs, and umbrellas and the selection is to be approved by the City.

Operation of the Kiosk must conform to the state and federal laws and local ordinances. It is our responsibility to obtain and maintain all appropriate licenses and permits.

Deliveries shall be accepted each day, one (1) hour prior to opening for business.

We shall maintain the Kiosk and the outside sitting area neat and clean. We will regularly buss and clean the tables and counters promptly cleaning up spills/messes in the immediate area. We shall also provide and empty trash receptacles and ensure the garbage receptacles do not become overfilled. We shan't allow boxes, cartons, barrels, or other similar items to remain in view of public areas.

LETTER of TRANSMITTAL continued

The person authorized to make representations on behalf of Frank Di Maria is
Mr. Gerard M. Olórtégui Caveró-Egúsquiza, his Son-in-Law.
Whose office is located at 3428 East Atlantic Boulevard, Pompano Beach, FL 33062.
Telephone number: 954-785-1480
Facsimile: 954-941-2751
Email: dmpropertiesgerard@gmail.com
Email: golort@bellsouth.net

FEES and COSTS

Our approach to providing the necessary services shall be as follows; once we are the designated entity awarded this Bid; we shall immediately formalize all sundry with the City regarding the Contract's Terms and Conditions. Once all of the terms and conditions have been agreed upon, we shall proceed to secure all Licenses and necessary Permits pertinent to the operation of the Kiosk. Once all Licensing and Permits are in place we shall proceed to connect all the necessary utilities within the premises and at which time we shall clean and paint the interior of said premises and consequently install the needed equipment thereto. At this stage, we shall then stock our inventory with the indicated Foods and Beverages intended to sell according to our approved Menu list of Items. With all of this in place, we shall implement our Staff by training each individual that meets our pre-requisites for employment. Our pre-requisites for employment are as follows; each employee shall have a minimum of 2-3 years of experience in the Food and Beverage Industry; they shall be required to pass Food Handling Certification as well as be presentable, amiable, courteous and able to work in a fast paced environment with confidence. Training for the Staff shall be in the operation of the relevant equipment used in the preparation of what Menu Items need it, in the preparation of what Foods and Beverages are served without the need of equipment, and their peripheral duties required in the maintenance of the equipment, premises, storage and disposal of all Food stuff.

Types of Services: Pre-prepared Food and Beverage Service to the Public.

Quality of Service: The Best quality and dollar value of said Food and beverage offered to the Public. And by all Staff members, the utmost in Customer Care, Attention and Service to the Public.

ESTIMATION OF THE INITIAL COSTS FOR THE ABOVEMENTIONED:

\$55,715.00

NUMBER OF EXPECTED WORK HOURS FOR EACH QUALIFIED STAFF MEMBER:

MANAGERS' WEEKLY MINIMUM HOURS; 40.0

SERVERS' WEEKLY MINIMUM HOURS; 37.5

POMPANO BEACHSIDE KIOSK

TIMELINE EFFORT

DECEMBER 2012:	FINALIZING ALL TERMS AND CONDITIONS WITH THE CITY
JANUARY 1st-15th 2012:	INSURANCE, LICENSING, PERMITTING, UTILITIES & EQUIPMENT INSTALLATION, PAINTING AND DECORATING THE INTERIOR OF KIOSK STOCK INVENTORY
JANUARY 15th-31st:	GRAND OPENING

LITIGATION

Litigation within the past five years for MONTAGNA, INC.:

**NO LITIGATION WITHIN THE PAST FIVE YEARS REGARDING THE PERFORMANCE OF THE ENTITY
KNOWN AS MONTAGNA, INC.**

Litigation within the past five years for DI MARIA PROPERTIES, LLC:

**NO LITIGATION WITHIN THE PAST FIVE YEARS REGARDING THE PERFORMANCE OF THE ENTITY
KNOWN AS DI MARIA PROPERTIES, LLC.**

PROPOSAL SIGNATURE PAGE

PROPOSAL SIGNATURE PAGE
RFP T-02-13, LEASE CONTRACT TO OPERATE CITY BEACH KIOSK

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Frank Di Maria Title OWNER / Gerard M. Olórtégui Caveró-Egúsquiza _

Company (Legal Registered) MONTAGNA, INC./DI MARIA PROPERTIES, LLC

Federal Tax Identification Number: (MONTAGNA 650622630)
& (DIMARIA PROPERTIES 113674665) _____

Address 3428 EAST ATLANTIC BOULEVARD _____

City/State/Zip POMPANO BEACH FL 33062 _____

Telephone No. 954-785-1480 Fax No. 954-941-2751 _____

Signature Frank Di Maria Date NOVEMBER 2012 _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained Within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

INTRODUCTION LETTER

November, 2012

Otis J. Thomas
General Services Director
1190 N.E. 3rd Ave., Building C
Pompano Beach, FL 33060

Dear Mr. Thomas,

The purpose of this letter is to formally introduce myself unto the City of Pompano Beach as a Proposer for the operation of the City Beach Kiosk venue located at the eastern end of Atlantic Boulevard on the Beach.

My name is Frank Di Maria and I have been a Business/Restaurant owner in Pompano Beach at the same locale for 38 years. My office is located at 3428 East Atlantic Blvd., Pompano Beach, FL 33062, Telephone number: 954-785-1480. I shall operate the City Beach Kiosk under my Corporation; Di Maria Properties, LLC.

I wish to convey to you that I am prepared and committed to the operation of the City Beach Kiosk. I shall have the necessary equipment ready to be installed within the premises. I have a set Menu of foods and beverages that shall meet the highest standards of quality and shall be afforded at the best possible value to our customers. I shall have the Staff necessary to offer the utmost in friendly Customer Service. In the ensuing documentation I shall demonstrate what equipment I have in mind to install, what my proposed Menu shall be, what standards in Customer Service that I shall implement, amongst other important topics.

I shall offer a convenient, "Seaside" menu of a variety of quality and moderately priced foods and refreshments served by a clean cut friendly staff in a casual beach goers' setting proudly giving visitors and residents alike a 'sense of place' synonymous with Pompano Beach FL. I feel I am the best candidate for the operation of the City Beach Kiosk given that I have and still own and operate a restaurant for the past 38 years at the same location here in east Pompano Beach. I also wish to have it known that I have had the idea of establishing a Kiosk at the same location since 1987. I had renderings and site plans as well as Coastal Surveys done for my dream of operating a Beach side Kiosk here in Pompano Beach.

Thank you for your time and interest.

Sincerely,



Frank Di Maria
3428 East Atlantic Boulevard
Pompano Beach, FL 33062
Tel: 954-785-1480
Fax: 954-941-2751

BUSINESS EXPERIENCE

I came to Pompano Beach in 1974 and rented a small store front on the 3400 block of East Atlantic Blvd. There I opened a Pizzeria for takeout to the public as I had very limited space therein. As the years went by I expanded the Pizzeria and eventually added a more formal dining room and consequently an upstairs Banquet facility. I have had the good fortune to have been able to consistently offer the highest quality in food and customer service anywhere. As such, I have had great reviews from periodicals such as the NY Daily News (article Sunday, March 2nd, 1986, Travel section, page 7) as well as the Pompano Pelican (Article; Friday, August 19th, 2011, page 38) and many others. I have had the pleasure of hosting our own residents' family gatherings and events such as Christenings, Bar mitzvahs, Weddings, Engagement parties and the like! I have had the opportunity to have catered to many well known Celebrities throughout the years! I feel proud that I have been able to contribute to our Local, State and National Political Leaders in catering and hosting their Fund raising and Campaign events at my restaurant throughout these many years!

We have the financial capacity to open, manage and operate the Kiosk. Please refer to our Bank Statements and Balance Sheets herewith.

I shall oversee the daily operations of the City Beach Kiosk. All Staff members shall be required to successfully pass a certification examination administered by an approved Manager Certification Test Provider, such as The National Registry of Certified Food Safety Professionals. Our employees shall have to successfully pass pertinent business and relevant equipment training courses.

REFERENCES

Please see my references herein below:

Victoria L'Originale
212 North Federal Highway
Dania Beach, FL 33004
Phone (954) 922-2512
Domenico Apa (Owner)

Prestige Wine Imports, Corp.
1598 SW 15th Street
Boca Raton, FL 33486
Phone (561) 826-7490
Tony Caira (Regional Manager)

JP MORGAN CHASE BANK, N.A.
943 SE 15th Street
Pompano Beach, FL 33060
Phone (954) 788-5614
Andrew Perris (Bank Manager)

POMPANO BEACHSIDE KIOSK



To: City of Pompano Beach/CRA.

To whom it may concern,

It is my pleasure to write this letter of recommendation for Mr. Frank Di Maria. We have and continue to enjoy a consistently fruitful business relationship for the past 30 years!

We are proud to include Mr. Frank Di Maria, Montagna Inc. and Di Maria Properties LLC in our roster of preferred clients. Please feel free to contact me at your convenience if you have any questions.

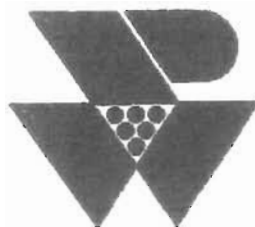
Thank you.

Sincerely,

Domenico Apa

DOMENICO APA
Owner
212 N FEDERAL HWY
DANIA FL 33004
Tel: 954-922-2512
Fax: 954-922-2566

POMPANO BEACHSIDE KIOSK



PRESTIGE WINE IMPORTS CORP.

To: City of Pompano Beach/CRA.

Dear Sirs,

I'm writing to you to express my business relationship with Mr. Frank Di Maria, the owner of Franks Ristorante and Di Maria Properties. I have been doing business with Mr. Di Maria for over twenty years, and that has developed into one of my best accounts in South Florida. He sells over 600 cases of fine wine a year from his restaurant and thousands of meals to accompany it. As an importer of fine wines we have to look for viable accounts like Franks to keep the money trail alive. I represent many wineries from Italy and California. We represent well over one million cases sold in the United States and seven million cases worldwide. We do business with all segments of retail on and off premise. The distributor that represents us in the market place is the largest distributor in the country. That's who Franks Ristorante and Di Maria Properties does business with; the top leaders of the industry. If there is anything else you would like to discuss, please feel free to contact me at acaira@prestigewineimports.com.

Thank you,

Anthony Catra

Regional Manager

Prestige Wine Imports / Gruppo Mezzacorona



943 SE 15TH STREET

POMPANO BEACH FL 33060

September 17, 2012

To City of Pompano Beach:

This letter is to certify that DIMARIA PROPERTIES LLC has an account with Chase Bank and this account is in good standing. Any questions or concerns please contact me at 954 788 5492.

Sincerely

Debrah Bartley

A handwritten signature in blue ink, appearing to read "Debrah Bartley", written over a light blue rectangular background.

Assistant Branch Manager

BANK STATEMENT N° 1

[illegible]

BANK STATEMENT N° 2

304/12

Chase Online - Account Activity				
02/07/2012	Trans. Out	REIMBURSE OF PUBLIC SAFETY TO CHASE VISA CARD	721.68	10772.48
01/17/2012	Check		147.00	10919.48
01/01/2012	ACH Debit	PLA COPY RESERVE FOR CREDITCARD-5555 000 00 720001074	253.00	11172.48
01/01/2012	Check		15,607.00	11,325.48
01/01/2012	ACH Debit		25.0000	11,350.48
01/01/2012	ACH Debit		14,000.00	11,490.48
01/01/2012	Check		11,167.00	11,601.48
01/01/2012	ACH Debit	CONTRACT CREDIT CARD 3333333333 000 00 00000000	28,000.00	11,881.48
01/01/2012	Check		9,000.00	11,971.48
01/01/2012	Check		3,000.00	11,971.48

Source: *Journal of the American Statistical Association*, 1997, 92, 103-114.

• 2000 •



<https://training.xcare.com/Account/Activity/AccountDetails.aspx?A=361136556>

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OPERATIONAL PLAN

Our estimation of an approximate cost to open the Kiosk is **\$55,715.00**. Please review our Operating Statement (included herewith) which delineates our estimated expenses and revenues.

We shall require the following equipment that is functionally conducive to operate a streamlined operation. (1) I shall utilize one larger Storage Freezer adequately sizeable to maintain those food products that require such storage as well as a (2) smaller Storage Freezer for other sundry food products. I shall have a (3) Sandwich Preparatory station with refrigerated storage for items requiring such storage and ready to prepare on a daily basis. I shall have (4) two display refrigerators for pastries breads and sandwiches as it were. I shall have (5) one Beverage Refrigerator for soft drinks and bottled water. I shall have (6) one Ice Making Machine for dispensing Ice as need be. I shall have (7) one Preparatory Table for needed preparation of relevant food products. I shall have (8) one metal Table with two shelves for need storage of dry goods. I shall have (9) a three compartment sink as well as (10) a single sink for employees to wash their hands at all possible times as necessary. I shall have (11) one three group commercial Espresso Coffee machine. I shall have (12) one two group frozen drink machine. I shall have (13) one Convection/Microwave oven.

I shall have, ready to install, the following equipment:

1. One Storage Freezer 61"X26" (Brand: BEVERAGEAIR)
2. One Storage Freezer 40"X30" (Brand: BEVERAGEAIR)
3. One Sandwich Prep and Refrigeration Station 48"X30" (Brand: BEVERAGEAIR)
4. Two Display Refrigerators 48"X36" (Brand: BEVERAGEAIR)
5. One Beverage Refrigerator 47"X30" (Brand: AVANTCO)
6. One Ice Maker 30"X36" (Brand: MANITOWOC)
7. One Metal Table with two shelves 36"X24" (Brand: RESTAURANTMAX)
8. One three compartment Sink 51"X28" (Brand: REGENCY)
9. One Sink 17"X17" (Brand: REGENCY)
10. One three group Commercial Espresso Machine (Brand: Cecilware)
11. One two group frozen drink machine (Brand: BUNN)
12. One convection/Microwave Oven (Brand: AMANA)

Please see the relevant pictures and pricing herewith following.

POMPANO BEACHSIDE KIOSK

EQUIPMENT



1.



2.



3.



4(a).



4 (b).



5.



6.



7.



8.



9.



10.



11.

12.



13.



POMPANO BEACHSIDE KIOSK

FURNISHINGS

Upon the approval of the City, simple metal/wooden/Resin bar stools to place at the counters for patron usage. I shall have upon the approval of the City, simple metal/wooden/Resin tables and chairs for patron usage to be placed on the adjoining deck along with City approved large umbrellas.

SAMPLES of TABLES, CHAIRS and STOOLS



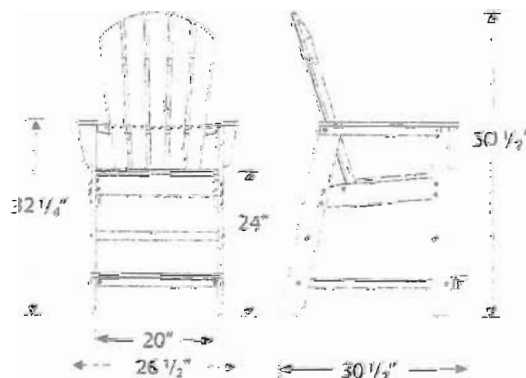
UMBRELLA PRICE: \$99.45



STOOL PRICE: \$48.99



**SBD24 - South Beach [40 lbs]
Counter Height**



CHAIR PRICE: \$68.99

POMPANO BEACHSIDE KIOSK

DESIGN/DÉCOR FOR THE KIOSK

PROPOSED KIOSK DESIGN:

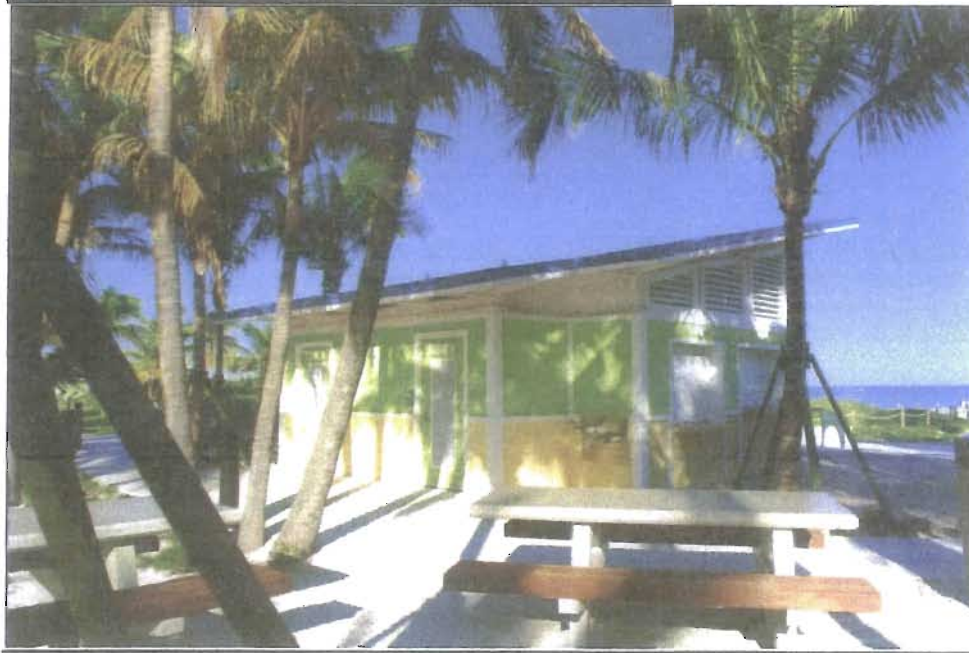
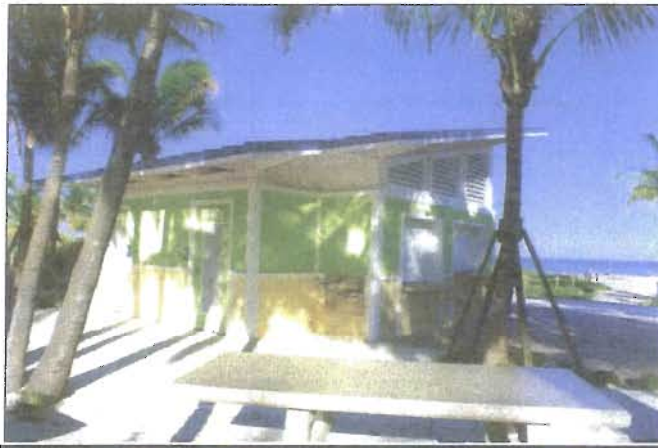
The City Beach Kiosk will remain in design as the City has put it forth with the same colour scheme to reflect a Caribbean feel yet as simple as possible so as not to detract from its surroundings and neighbouring buildings hence to conform to the nautical theme prevalent in the design as put forth by the CRA throughout the area. The Signage shall be City approved so to conform to the standards in design as aforementioned. I have some names in mind for the City Beach Kiosk;

"POMPANO BEACHSIDE KIOSK" "POMPANO BEACHSIDE BITES" or

"POMPANO BEACHKIOSK BITES"

Name, Font and Colour scheme for Signage

P o m p a n o B e a c h s i d e K i o s k



POMPANO BEACHSIDE KIOSK

STAFFING and KIOSK SUPERVISION

STAFF:

The Staff shall be properly trained as well as Board of Health Certified to handle Food preparation as well as to clean and maintain the premises (INTERIOR and EXTERIOR) and the Kiosk equipment to our standards as well as to those of the Board of Health. This shall be a mandatory duty for all employees. Employees shall be neatly dressed and groomed at all times. Employees shall be required to practice "Customer Care" service to the patrons at all times. Employees shall be required to wear a distinct Uniform with the Kiosk Logo when working.

Staff shall include; Owner and/or One Manager and Two Attendants present at all times of Kiosk Operation.

Projected number of individual attendants on a daily basis is; Four Attendants per day, two shifts per day (Two Attendants per shift). Attendants' shift per day shall not exceed 8 hours inclusive of their required personal breaks et al.

STAFF POSITIONS:

AM Shift MANAGER

PM Shift MANAGER

AM KIOSK ASSOCIATE

PM KIOSK ASSOCIATE

STAFF UNIFORMS



KHAKI SHORTS & LIGHT BLUE POLO SHIRT, WHITE SNEAKERS & WHITE APRON

FOOD SUPPLIES and SUNDRY:

Food and relevant products shall be ordered from industry approved vendors and delivery schedules shall be put in place so as not to interfere as much as possible with daily business operations. Food and Beverage Deliveries shall be scheduled for as early in the morning as acceptable to each vendor.

UTENSILS AND STAPLES:

Shall be made out of Paper/Styrofoam/Plastic and thus disposable.

HOURS of OPERATION:

Hours of operation: Monday –Thursday: 7:30 am – 9:30 pm/ Friday – Saturday: 7:30 – 11:00 pm and Sunday: 7:30 am – 9:00 pm.

TRASH:

Recycling recipients shall be ordered from the Local Waste Management Company and a schedule put in place for the pickup of the same. Kiosk Employees shall be required to empty all Trash Receptacles four times per day or more, if needed. General Trash disposal shall be coordinated with the City in concert with the relevant local Waste Management entity.

KIOSK BATHROOMS:

Kiosk Bathrooms shall be thoroughly sanitized twice per day; once in the morning at opening and once at the time of closing. During the course of the day employees shall be required to maintain the neatness and cleanliness of the Bathrooms.

KIOSK EXTERIOR:

Employees shall be required to sweep and clean the exterior of the Kiosk three times per day.

Once in the morning at opening

Once at mid-day

Once in the evening at closing.

POMPANO BEACHSIDE KIOSK

KIOSK DÉCOR

We also propose to put large historic photos of Pompano Beach in the interior of the Kiosk.



POMPANO BEACHSIDE KIOSK

KIOSK MENU

SOFT DRINKS (20 OZ. BOTTLED)	\$2.00
MILK	\$1.50
COFFEES (COLD/HOT)	\$2.50
TEAS (COLD/HOT)	\$2.50
SANDWICHES (COLD/HOT)	\$4.00
HOT DOGS	\$2.50
WRAPS (COLD/HOT)	\$4.00
MUFFINS/BAGELS/DOUGHNUTS	\$1.95
FRUIT SALAD (FRESH)	\$3.50
ICECREAM	\$1.95
RUM RUNNERS	\$4.50
TROPICAL FROZEN DRINKS	\$2.95
WINE by the GLASS	\$4.50
BEER	\$4.50



MARKETING

MARKETING SHALL BE THROUGH LOCAL NEWSPAPERS, FLYERS, MAGAZINES AND EVENTUALLY RADIO AND POSSIBLY TELEVISION.

MONTHLY RENT

We propose a Monthly Rent of \$2,750.00 for the first year. We would accept a five percent (5%) Increase per annum there from.

INSURANCE

MGL012N80A7

Quote is valid until 1/14/2013

To: **POMPANO BEACHSIDE KIOSK**

From: Danny Benson

danny@businessinsurancenow.com

Please bind effective: _____

Confirm optional coverages:

- ☐ Do not include any optional coverages.
☐ Include the following optional coverages from Section V
(Taxes & Fees may apply to optional premium if purchased)
☐ Option 1 - (add: \$210.00) - Non-Owned & Hired
Automobile Liability
☐ Option 2 - (add: *\$100.00) - Terrorism Coverage
*See Terrorism Section for Exact Pricing and Terms

This policy is eligible to be Direct Billed - please select one of the following:

- ☐ **Direct Bill both this New Business and future Renewals**
(If checked - Select a Payment Plan):

If One Year Policy

- ☐ SINGLE PAYMENT
☐ TWO PAYMENTS
☐ THREE PAYMENTS
☐ FOUR PAYMENTS
☐ SIX PAYMENTS
☐ TEN PAYMENTS

- ☐ Do not Direct Bill this New Business but do Direct Bill future Renewals

- ☐ Do not Direct Bill this policy

NOTE: If the Direct Bill Option is selected, the Company will invoice the Insured. Do not bill or collect the down payment. All fees or state surcharges will be billed in full with the first installment.

See the last page of this quote for Payment Plan Descriptions

Signature: _____

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

COMMERCIAL LIABILITY POLICY INFORMATION

Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - IX
Term Quoted:	Annual

COVERAGE PART

Commercial General Liability	PREMIUM
	\$663.00
TOTAL PREMIUM DUE TO CARRIER	\$663.00

ADDITIONAL COSTS

Broker Fee	\$0.00
Florida FL CAT Fund Assess (1.300%)	\$8.62
TOTAL AMOUNT DUE	\$671.62

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Prior to binding, this account is subject to the following:

- No sale of any of the following products: Collectables and memorabilia (old), Hobby or Craft, Toys, any used or refurbished products, or any products manufactured by applicant (not including prepared foods or jewelry) ***Risk is still eligible. However, Products/Completed Operations must be excluded.***
- Applicant does not operate inside an amphitheater, arena, ballpark, concert hall, stadium, or theatre with seating for more than 2,500
- Operations do not involve customers entering on or into premises owned or leased by the applicant to shop. (If so, we must classify as a retail store or a restaurant.)

Within 21 days of the inception date of coverage, this account will be subject to the following:

- Our completed & signed application; or
- A completed & signed ACORD application as long as all underwriting information needed has been provided to us; or
- A completed & signed application from another company as long as all underwriting information needed has been provided to us.

Underwriting Notes:

- Risk may be eligible for a reduction in premium if the applicant has been in business for more than 3 years at the current location.
- Thank you for the opportunity to quote this risk.

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 3428 East Atlantic Blvd, Hillsboro Beach, FL 33062

Liability Coverage

Description	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Concessionaire - outdoor - primary operating location	11165	Per Stand	1 Per Stand	Incl	613.250	Incl	\$613
Additional Insured - Blanket	49950	Flat	1 Flat	Incl	50.000	Incl	\$50

Liability Coverage Premium for Location #1: \$663

III. LIABILITY LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage to Premises Rented to You	\$100,000
Products/Completed Ops Aggregate	Included
General Aggregate	\$2,000,000
General Liability Deductible	\$0

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

IV. REQUIRED FORMS & ENDORSEMENTS**General Liability Endorsements**

CG0001	(12/07) Commercial General Liability Coverage Form	L-428	(10/08) Firearms Exclusion
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-549	(12/07) Absolute Professional Liability Exclusion
CG0220	(03/12) FL Changes - Cancellation And Nonrenewal	L-599	(10/07) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
CG2136	(03/05) Exclusion - New Entities	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2144	(07/98) Limitation Of Coverage To Designated Premises Or Project	L-618B	(01/09) Amendment Of Premium Audit Conditions
CG2147	(12/07) Employment-Related Practices Exclusion	L-686	(03/06) Absolute Exclusion For Liquor Liability And Liability Arising Out Of Liquor Related Services
CG2173	(01/08) Exclusion Of Certified Acts Of Terrorism	L-723	(02/09) Blanket Additional Insured Endorsement
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	LLQ100	(07/06) Amendatory Endorsement
Jacket	(09/10) Commercial Insurance Policy Jacket	LLQ368	(08/10) Separation Of Insureds Clarification Endorsement
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	TRIADN	(01/08) Disclosure Notice of Terrorism Insurance Coverage
L-232s	(09/05) Classification Limitation Endorsement		

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage		Additional Premium
Option 1	Non-Owned & Hired Automobile Liability	\$210.00

Important Information

- Prior to binding with this optional coverage, we would need to confirm that the applicant does not have a Business Auto policy, does not regularly deliver goods or products and does not require its employees to use their personal vehicle to conduct the applicant's business on a regular basis
- If this coverage is purchased, add L-488 Non-Owned And/Or Hired Auto Liability

Coverage		Additional Premium
Option 2	Terrorism Coverage	\$100.00

Important Information

- Terrorism coverage is available per the Terrorism Risk Insurance Program Reauthorization Act of 2007. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.
- This coverage cannot be added mid-term.

VI. DIRECT BILL PAYMENT PLAN DESCRIPTIONS**One Year Payment Plan Descriptions:**

SINGLE PAYMENT - The entire premium is invoiced immediately and is due 20 days after it is invoiced.

TWO PAYMENTS - 50% of the premium is invoiced immediately and is due 20 days after it is invoiced; the balance is invoiced 60 days after inception.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

MGL012N80A7

- THREE PAYMENTS** - 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; 30% is invoiced 60 days after inception; the balance is invoiced 120 days after inception.
- FOUR PAYMENTS** - 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; three equal installments of 20% are invoiced at 60 days, 120 days and 180 days after inception.
- SIX PAYMENTS** - 40% of the premium is invoiced immediately and is due 20 days after it is invoiced; five equal installments of 12% are invoiced at 45 days, 105 days, 165 days, 225 days and 255 days after inception.
- TEN PAYMENTS** - 25% of the premium is invoiced immediately and is due 20 days after it is invoiced; the remaining amount is divided into 9 equal installments that are invoiced at 30 day intervals: 30 days, 60 days, 90 days, 120 days, 150 days, 180 days, 210 days, 240 days and 270 days after inception.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

LICENSES & FEES

AC#5959767

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

SEQ# L12012500277

DATE	BATCH NUMBER	LICENSE NBR	
01/25/2012	110260780	SEA1607219	NBR. OF SEATS: 249

The SEATING FOOD SERVICE (2010)

NON-

Named below IS LICENSED

Under the provisions of Chapter 509 FS.

Expiration date: DEC 1, 2012

TRANSFERABLE

MONTAGNA INC
FRANK'S RISTORANTE STAR CAFE
3428 E ATLANTIC BLVD
POMPAÑO BEACH FL 33062-5701

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC#6088892

STATE OF FLORIDA

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

SEQ# L12040202096

DATE	BATCH NUMBER	LICENSE NBR	SERIES TYPE	TOBACCO
04/02/2012	110347447	BEV1614168	4COP SRX	DUAL LICENSE

The RETAILER OF ALCOHOLIC BEVERAGES

CANNOT MOVE FROM

Named below IS LICENSED

Under the provisions of Chapter 561 FS.

Expiration date: MAR 31, 2013

CONSUMPTION ON PREMISES ONLY

THIS LOCATION

MONTAGNA INC.
FRANK'S RISTORANTE AND STAR CAFE
3428 E. ATLANTIC BLVD
POMPAÑO BEACH FL 33062

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

EMPLOYEE WORK SCHEDULES

Weekly Work Schedule

KIOSK

1/6/13

Hours

[illegible]

Weekly Work Schedule

KIOSK

1/6/13

Hours

[illegible]

OPERATIONAL EXPENSE & REVENUE

PUMP AND BEACHSIDE KIOSK

Life Item	January	February	March	Q1	April	May	June	Q2	July	August	September	Q3	October	November	December	Q4	TOTAL
Labor and salaries	\$12,076	\$12,076	\$12,076	\$36,235	\$12,076	\$13,076	\$13,076	\$38,235	\$12,076	\$12,076	\$12,076	\$36,235	\$12,076	\$12,076	\$12,076	\$36,235	
Licenses and Permits	\$2,184			\$2,184													
Equipment	22,486																
Consumable Supplies (Food, Beverage, Utensils)	11,000	600	1,000	13,000	3,000	1,000	1,000	6,000	1,000	1,000	1,200	3,200	4,000	6,000	4,000	13,500	
Maintenance, repair, and overhaul	0	100	100	200	100	100	100	400	100	100	100	400	100	100	100	1,500	
Utilities	925	200	200	1,325	300	200	200	600	200	200	200	600	200	200	200	600	
Marketing programs	275	100	100	475	100	100	100	300	100	100	100	300	100	100	100	300	
Fire Protection	100			100													
Rent	2,750	2,750	2,750	8,250	2,750	2,750	2,750	8,250	2,750	2,750	2,750	8,250	2,750	2,750	2,750	8,250	
Insurance	1,325	442	442	2,209	442	442	442	1,325	442	442	442	1,325	442	442	442	1,325	
Legal fees & Accounting Fees	1,000			1,000				200				200				200	
Bank charges	150	75	75	250	75	75	75	225	75	75	75	225	75	75	75	225	
Telephone	400	100	100	600	100	100	100	300	100	100	100	300	100	100	100	300	
General and miscellaneous	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	
TOTAL	\$55,715	\$17,480	\$18,498	\$91,693	\$20,450	\$18,480	\$17,900	\$56,830	\$17,900	\$17,900	\$18,150	\$54,950	\$20,000	\$21,000	\$21,400	\$64,500	\$856,010

General and miscellaneous

TOOLS, TRAINING SUPPLIES, OFFICE SUPPLIES

DIMARIA PROPERTIES, LLC
Operating expense analysis
01/01/2014-12/31/2015

POMPANO BEACHSIDE KIOSK

Line Item	January	February	March	April	May	June	Q2	July	August	September	Q3	October	November	December	Q4	TOTAL
Labor and salaries	\$12,070	\$12,070	\$12,070	\$12,070	\$12,070	\$12,070	\$36,235	\$12,070	\$12,070	\$12,070	\$36,235	76	76	76	76	\$225
Licenses and Permits	\$2,194						\$2,194									30
Consumable Supplies (Food, Beverage, Utilities)	850	750	1,400	1,000	1,000	1,200	3,200	1,000	1,000	1,200	3,200	4,000	5,000	4,500	15,000	
Maintenance, repair, and overhead	100	100	100	100	100	100	400	100	100	100	400	100	100	100	400	
Utilities	200	200	200	200	200	200	600	200	200	200	600	200	200	200	600	
Marketing programs	100	100	100	100	100	100	300	100	100	100	300	100	100	100	300	
Fire Prevention							75				75					75
Rent	2,000	2,000	2,000	2,000	2,000	2,000	6,000	2,000	2,000	2,000	6,000	2,000	2,000	2,000	6,000	
Insurance	442	442	442	442	442	442	1,326	442	442	442	1,326	442	442	442	1,326	
Legal fees & Accounting Fees							285				285					285
Bank charges	70	70	70	600	600	600	1,800	600	600	600	1,800	600	600	600	1,800	
Telephone	105	105	105	105	105	105	305	105	105	105	305	105	105	105	305	
General and miscellaneous	1,000	1,000	1,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	
TOTAL	\$19,015	\$17,818	\$18,618	\$18,643	\$18,643	\$18,643	\$56,468	\$18,643	\$18,643	\$18,643	\$56,468	\$9,640	\$10,640	\$12,140	\$32,270	\$301,800

** General and miscellaneous

TOTAL PRINTING SUPPLIES OFFICE SUPPLIES

DMADMA PROPERTIES, LLC
Operating expense analysis
01/01/2015-12/31/2016

PUMP AND BEACHSIDE KIOSK

Line Item	January	February	March	April	May	June	Q2	July	August	September	Q3	October	November	December	Q4	2015-2016
Labor and salaries	\$13,078	\$12,078	\$12,078	\$12,078	\$12,078	\$12,078	\$36,335	\$12,078	\$12,078	\$12,078	\$36,235	\$12,078	\$12,078	\$12,078	\$36,235	
Licenses and Permits	65,194															30
Certain types supplies (Food, Beverage, Linens)	600	700	1,500	1,000	1,000	1,200	3,300	1,000	1,000	1,200	3,200	4,000	4,000	4,000	15,000	
Maintenance, repair, and overhaul	150	150	150	150	150	150	450	100	150	150	450	100	150	150	450	
Utilities	200	200	200	200	200	200	600	200	200	200	600	200	200	200	600	
Marketing programs	75	75	75	75	75	75	225	75	75	75	225	75	75	75	225	
Fire Prevention							75									75
Rent	3,032	3,032	3,032	3,032	3,032	3,032	9,096	3,032	3,032	3,032	9,096	3,032	3,032	3,032	9,096	
Insurance	442	442	442	442	442	442	1,326	442	442	442	1,326	442	442	442	1,326	
Legal fees & Accounting Fees							395									395
Bank charges	75	70	75	70	70	75	265	75	75	75	225	75	75	75	225	
Telephone	105	105	105	180	105	180	565	180	105	105	390	180	105	100	385	
General and miscellaneous	1,000	1,000	1,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	
TOTAL	\$19,933	\$12,933	\$18,737	\$29,235	\$18,237	\$18,437	\$95,878	\$18,237	\$18,237	\$18,437	\$95,878	\$18,237	\$18,237	\$18,237	\$95,878	\$84,001

POMPANO BEACHSIDE KIOSK

DI MARIA PROPERTIES LLC / MONTAGNA, INC. / FRANK DI MARIA

COMPARISON of PROJECTED EXPENSE & REVENUE

2013 - 2016

TOTAL PROJECTED INGRESS	2013 - 2014	2014 - 2015	2015 - 2016	TOTAL	2014 - 2015	2015 - 2016	TOTAL	TOTAL	GRAND TOTAL
FOOD SALES	\$289,290	\$311,200	\$336,233	\$311,250	\$311,200	\$336,233	\$336,233	\$0	2013-2016
BEVERAGE SALES	\$34,780	\$39,660	\$42,000	\$39,660	\$39,660	\$42,000	\$42,000	\$0	
TOTAL	\$0	\$350,860	\$377,233	\$350,910	\$350,860	\$377,233	\$377,233	\$0	\$1,063,043

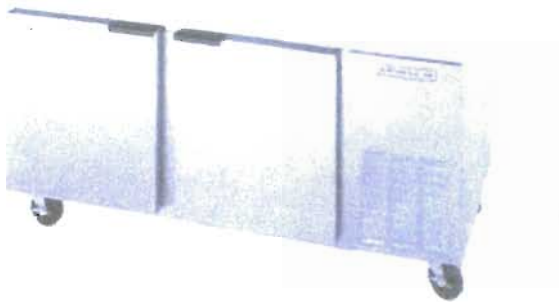
TOTAL EXPENSE	2013 - 2014	2014 - 2015	2015 - 2016	TOTAL	2014 - 2015	2015 - 2016	TOTAL	TOTAL	GRAND TOTAL
KIOSK EXPENSES TOTAL	\$245,810	\$237,762	\$270,481	\$237,762	\$237,762	\$270,481	\$270,481	\$0	2013-2016
TOTAL	\$0	\$237,762	\$270,481	\$237,762	\$237,762	\$270,481	\$270,481	\$0	\$764,063

POMPANO BEACHSIDE KIOSK

EQUIPMENT



**Beverage Air (Bev Air) WTF67A 67"
Compact Worktop Freezer - 2 Doors**



Each Only:

\$3,279.00 /EA



Beverage Air (Bev Air) NC49-1-W
Curved Lid Display Freezer / Novelty Case 10.9 Cu. Ft.



Each Only:

\$1,179.00 /EA



**Beverage Air (Bev Air) SPE48-08 48"
Refrigerated Salad / Sandwich Prep Table**



Each Only:

\$1,789.00 /EA

Turbo Air TD-4R 48" Curved Glass Refrigerated Bakery Display Case - 11.7 cu. ft.

Each Only:

Your Price: **\$5,027.43**

Regular Price: ~~\$5,783.48~~



[Email to a Friend](#)

[Print this Page](#)

[Share](#)

Increase impulse sales
Sleek, frameless glass
design
NSF and UL Listed; 115V

Our Item #: 902TD4R

FREE Freight on this item!

In the Contiguous US Only

Units: EA

[Special Order](#)

Manufacturer's Item #:

TD-4R

Turbo air

View all [Turbo Air Refrigerated Bakery Cases](#)

[Details](#)[Specsheet](#)[Manual](#)[Warranty](#)

Highlight pies, pastries, and your patron's favorite chilled treats with this contemporary Turbo Air TD-4R 48" curved glass refrigerated bakery display case! This frameless, glass-sided case keeps contents at safe holding temperatures while helping to increase impulse sales! Its sloped rear doors allow for easy product access. Boasting 11.7 cu. ft. of storage, this model's adjustable shelves and easy-to-use control panel allows you to store a variety of products and control temperature with ease! Please consult the Specification Sheet



Avantco GDS47 2 Door Glass Door Merchandising Refrigerator with Sliding Doors 120V - 44.75 Cu. Ft.



Each Only:

\$1,799.00 /EA

Manitowoc B-570 Ice Machine Bin 430 Pound

Each Only:

\$856.00 /EA



To see our price, add this item to your cart. (You can remove it at any time.)

Quantity

1

Add to Cart

Quick Add

Customer Rating: ★★★★★

Our Item #: 499B570

Units: EA

Ships via Common Carrier

Usually Ships 1 Business Day

[When will I receive my item?](#)

Manufacturer's Item #:

B-570



Limited Time!

0% APR
For 24 Months

Manitowoc Foodservice is offering 0% financing for 24 months on purchases shipped from now through December 14th, 2012.

[Click Here For Details](#)



Advance Tabco SPS-244 Poly Top Work Table 24" x 48" with Undershelf and 6" Backsplash



Email to a Friend

Print this Page

Share

- NSF Listed

Each Only:

\$579.00 /EA

Quantity: 1

Add to Cart

W. Quick Add

Our Item #: 109SPS244

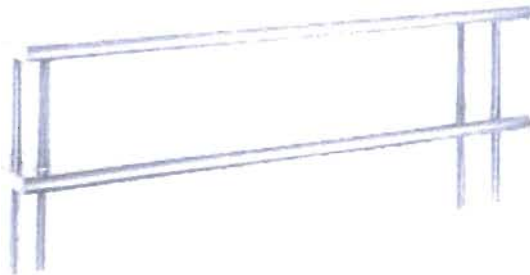
Units: EA

Usually Ships in 1-2 Weeks

Manufacturer's Item #:
SPS-244



Advance Tabco ODS-15-36 15" x
36" Table Mounted Double Deck
Stainless Steel Shelving Unit



Each Only:

\$529.00 /EA

Quantity: 1

Add to Cart 

W Quick Add

Our Item #: 109ODS1536

Units: EA

Usually Ships in 1-2 Weeks

Manufacturer's Item #:
ODS-15-36



**16 Gauge Regency
Three Compartment
Stainless Steel
Commercial Sink
without Drainboards -
48" Long, 16" x 21" x
14" Compartments**



QUANTITY DISCOUNTS!

Buy 5 or more:

\$328.32 /EA

Buy 4 or less: \$364.99 /EA

Notify me when this product is back in

stock:

You will only be emailed when this product becomes available. Submitting your information for this feature will not add your email address to our email list, and your email will not be sold or shared.

Our Item #: 600S31621

Units: EA

Ships via Common Carrier

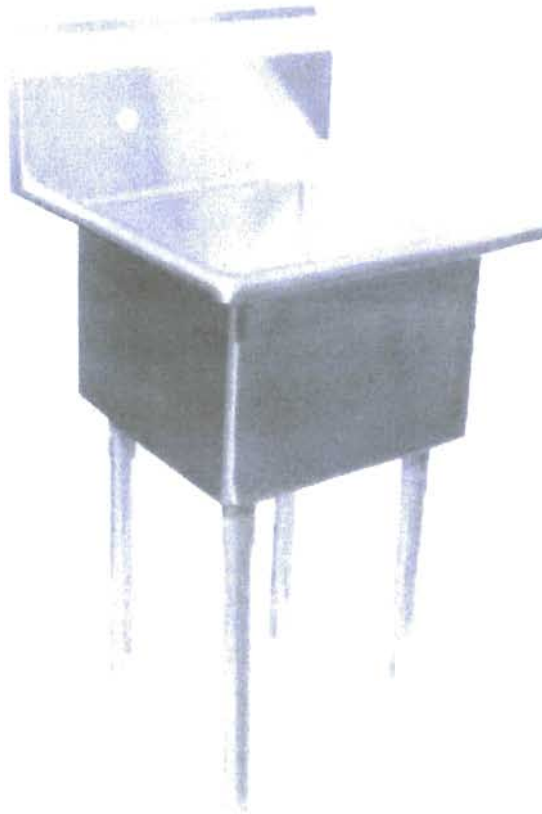
Usually Ships 1 Business Day

[When will I receive my item?](#)

REGENCY

Tables And Sinks

**16 Gauge Regency One Compartment Stainless Steel
Commercial Sink without Drainboard - 22" Long, 17" x 17"
x 12" Compartment**



Buy 5 or more:

\$179.84 /EA

Buy 4 or less: \$199.99 /EA

Cecilware (ESP3-220V) - Three-Group Fully-Automatic Espresso Machine - Venezia II



\$4,344.99

Certifications



Manufacturer Spec Sheet

Engineering specifications show exact measurements, power requirements and product options

Specifications

Ship Weight 185 lbs.

Boiler Type Dual Boilers

Brewer Type Three Group

Dimensions (H x W x D) 21.5" x 37.88" x 21.56"

Espresso Machine Type Automatic (Volumetric)

Grinder Included

Gourmet Ice System

Bunn Ultra-2 HP High Performance Slushy / Granita Frozen Drink Machine w/ 2 Hoppers
Black 120V

Product Number: 34000.0013



[Click here for product specifications.](#)

List Price: ~~\$3,450.00~~ Your Price: \$1,808.99



Amana HDC12A2 1200 Watt Heavy Duty Commercial
Microwave with Push Button Controls - 120V All Stainless



Each Only:

\$769.00 /EA

STAFFING and KIOSK SUPERVISION

STAFF:

The Staff shall be properly trained as well as Board of Health Certified to handle Food preparation as well as to clean and maintain the premises (INTERIOR and EXTERIOR) and the Kiosk equipment to our standards as well as to those of the Board of Health. This shall be a mandatory duty for all employees. Employees shall be neatly dressed and groomed at all times. Employees shall be required to practice "Customer Care" service to the patrons at all times. Employees shall be required to wear a distinct Uniform with the Kiosk Logo when working.

Staff shall include; Owner and/or One Manager and Two Attendants present at all times of Kiosk Operation.

Projected number of individual attendants on a daily basis is; Four Attendants per day, two shifts per day (Two Attendants per shift). Attendants' shift per day shall not exceed 8 hours inclusive of their required personal breaks et al.

STAFF POSITIONS:

AM Shift MANAGER

PM Shift MANAGER

AM KIOSK ASSOCIATE

PM KIOSK ASSOCIATE

STAFF UNIFORMS



KHAKI SHORTS & LIGHT BLUE POLO SHIRT, WHITE SNEAKERS & WHITE APRON

FOOD SUPPLIES and SUNDRY:

We have our storage facilities within walking distance of the Beach Kiosk (approximately 40 yards) Our storage encompasses commercial grade refrigerator and Freezer storage equalling up to 150 square feet. We have 2500 square feet of dry storage space as well. Given the convenience of these logistics, we are able to support any and all supply needs for the Beach Kiosk at any given moment of any given day during normal pedestrian activities as well as during any "Special Event" pedestrian activities. We shan't ever be faced with blocking any traffic; whether vehicular or pedestrian at any time.

Food and relevant products shall be ordered from industry approved vendors and delivery schedules shall be put in place so as not to interfere as much as possible with daily business operations. Food and Beverage Deliveries shall be scheduled for as early in the morning as acceptable to each vendor.

UTENSILS AND STAPLES:

Shall be made out of Paper/Styrofoam/Plastic and thus disposable.

HOURS of OPERATION:

Hours of operation: Monday –Thursday: 7:30 am – 9:30 pm/ Friday – Saturday: 7:30 – 11:00 pm and Sunday: 7:30 am – 9:00 pm.

TRASH: We have our Garbage facilities within walking distance of the Beach Kiosk (approximately 40 yards). Our Garbage facilities encompass commercial grade (to City Code specifications) of two Waste Management Dumpsters of 6 yards of recycling and 8 yards of garbage receptacles. We propose to transport by hand and foot all refuse in 50 gallon commercial grade lidded trash receptacles from the Beach Kiosk to our Dumpsters as need be during all hours of operation.



KIOSK BATHROOMS:

Kiosk Bathrooms shall be thoroughly sanitized twice per day; once in the morning at opening and once at the time of closing. During the course of the day employees shall be required to maintain the neatness and cleanliness of the Bathrooms.

KIOSK EXTERIOR:

Employees shall be required to sweep and clean the exterior of the Kiosk thoroughly throughout the entire day during operating hours as need be.



01/23/2013

Francesco Dimaria
5056 Alencia Ct
Delray Beach, FL 33484-6666

This Letter is to Confirm that Frank Dimaria has a Chase Premier Checking account in good standing with a balance of 55,898.74 As of January 23, 2013

A handwritten signature in blue ink, appearing to read "Andrew Perris", with a long, sweeping horizontal line extending to the right.

Andrew Perris , Chase Bank
Branch Manager
Vice President

Office 954-788-5492

Fax 954-788-5615 943 E McNab Rd.

Pompano Beach, FL 33062

BEACHSIDE KIOSK

food, drinks & more....

SANDWICHES

Ham & Cheese \$4.95

ham & provolone with lettuce & tomato on a hoagie roll

Turkey & Cheese \$4.95

turkey & provolone with lettuce & tomato on a hoagie roll

Italian Combo \$5.95

ham, provolone & salami w/ lettuce, tomato & italian dressing on a hoagie roll

Club Sandwich \$5.95

ham, turkey & bacon with lettuce and tomato on a hoagie roll

Chicken Caesar Wrap \$5.95

grilled chicken breast strips with romaine, tomatoes, and creamy caesar dressing

Club Wrap \$4.95

ham, turkey & bacon with lettuce and tomato in a wrap

Chicken Sandwich \$5.95

breaded chicken breast served with lettuce & tomato on a hoagie roll

Hamburger \$4.95

topped with lettuce & tomato

Cheeseburger \$5.95

american cheese topped with lettuce & tomato

Veggie Burger \$5.95

topped with lettuce & tomato

Hot Dog \$2.95

all-beef 1/4 pound hot dog

SALADS

Tossed Salad assorted greens w/
tomatoes, cucumbers & carrots \$4.95

Caesar Salad romaine, croutons &
creamy caesar dressing \$0.95

Chef's Salad assorted greens w/
tomatoes, cucumbers, ham, cheese &
salami \$5.95

Fruit Salad fresh tropical fruit
*yogurt & granola can be added for an
additional charge \$4.95

SALAD

Caesar Salad \$4.95

Tossed Salad \$3.95

SEASIDE KIOSK

Food, Drinks & More.....

SNACKS

Tossed Salad \$4.95

assorted greens with tomatoes, cucumbers & carrots

Caesar Salad \$4.95

romaine, croutons, and creamy caesar dressing

Fruit Salad \$4.95

fresh tropical fruit *yogurt & granola can be added
for an extra charge

ALCOHOLIC BEVERAGES

Wine Rose*, Chablis, Merlot \$4.50

Beer *Ice Cold Bud, Bud Light,

Corona, Heineken \$4.50

Rum Runners \$4.50

Tropical Drinks w/ Floaters \$5.50

Weekly Work Schedule

Department

KIOSK

Week Ending

1/6/13

Hours

Employee Assignment: AM SHIFT	Sun	Mon	Tue	Wed	Thu	Fri	Sat
EMPLOYEE 1 @ \$7.67	7:00AM- 2:30PM	7:00AM- 2:30PM	OFF	7:00AM- 2:30PM	7:00AM- 2:30PM	OFF	7:00AM- 2:30PM
EMPLOYEE 2 @ \$7.67	7:00AM- 2:30PM	OFF	OFF	7:00AM- 2:30PM	7:00AM- 2:30PM	7:00AM- 2:30PM	7:00AM- 2:30PM
EMPLOYEE 3 @ \$7.67	7:00AM- 2:30PM	OFF	7:00AM- 2:30PM	7:00AM- 2:30PM	OFF	7:00AM- 2:30PM	7:00AM- 2:30PM
EMPLOYEE 4 @ \$7.67	OFF	7:00AM- 2:30PM	7:00AM- 2:30PM	OFF	OFF	OFF	7:00AM- 2:30PM
MANAGER 1 @ \$14.00	OFF	7:00AM- 3:00PM	7:00AM- 3:00PM	OFF	7:00AM- 3:00PM	7:00AM- 3:00PM	7:00AM- 3:00PM

Weekly Work Schedule

Department

KIOSK

Week Ending

1/6/13

Hours

Employee Assignment: PM SHIFT	Sun	Mon	Tue	Wed	Thu	Fri	Sat
EMPLOYEE 4 @ \$7.67	2:00PM-9:00PM	2:00PM-9:30PM	OFF	2:00PM-9:30PM	2:00PM-9:30PM	OFF	2:00PM-11:00PM
EMPLOYEE 5 @ \$7.67	OFF	2:00PM-9:30PM	2:00PM-9:30PM	OFF	2:00PM-9:30PM	2:00PM-11:00PM	2:00PM-11:00PM
EMPLOYEE 6 @ \$7.67	2:00PM-9:00PM	OFF	2:00PM-9:30PM	2:00PM-9:30PM	2:00PM-9:30PM	2:00PM-11:00PM	OFF
MANAGER 2 @ \$14.00	2:00PM-9:00PM	OFF	2:00PM-9:30PM	2:00PM-9:30PM	OFF	2:00PM-11:00PM	2:00PM-11:00PM

POMPANO BEACHSIDE KIOSK

DI MARIA PROPERTIES LLC - MONTAGNA, INC. - FRANK DI MARIA

COMPARISON of PROJECTED EXPENSES & REVENUE

2013 - 2016

TOTAL PROJECTED INGRESS	2013 - 2014	2014 - 2015	2015 - 2016	TOTAL	2013 - 2016	TOTAL	2013 - 2016	GRAND TOTAL
FOOD SALES	\$335,000	\$311,250	\$335,233	\$311,250	\$335,233	\$335,233	\$0	\$0
BEVERAGE SALES	\$0	\$33,000	\$42,000	\$38,500	\$42,000	\$42,000	\$0	\$0
TOTAL	\$335,000	\$344,250	\$377,233	\$349,750	\$377,233	\$377,233	\$0	\$1,043,043

TOTAL EXPENSE	2013 - 2014	2014 - 2015	2015 - 2016	TOTAL	2013 - 2016	TOTAL	2013 - 2016	GRAND TOTAL
KIOSK EXPENSES TOTAL	\$345,910	\$337,762	\$270,491	\$337,762	\$270,491	\$270,491	\$0	\$0
TOTAL	\$345,910	\$337,762	\$270,491	\$337,762	\$270,491	\$270,491	\$0	\$1,043,043

DIMARIA PROPERTIES, LLC
Operating expense analysis
01/01/2013-12/31/2014

POMPANO BEACHSIDE KIOSK

Line Item	January	February	March	April	May	June	July	August	September	Q3	October	November	December	Q4	TOTAL
Labor and salaries	\$12,078	\$12,078	\$12,078	\$12,078	\$12,078	\$12,078	\$12,078	\$12,078	\$12,078	\$36,235	\$12,078	\$12,078	\$12,078	\$36,235	
License and Permits	32,114														
Equipment	25,468														
Consumable Supplies (Food, Beverage, Utensils)	11,000	600	1,800	3,000	1,800	1,000	1,000	1,000	1,200	3,200	4,000	8,000	4,800	13,000	
Maintenance, repair, and overhead	0	150	180	180	180	160	160	160	180	400	180	180	180	400	
Utilities	825	200	200	200	200	200	200	200	200	600	200	200	200	600	
Marketing programs	275	100	100	100	100	100	100	100	100	300	100	100	100	300	
Fire Prevention	180									75				75	
Health Insurance	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	8,250	2,750	2,750	2,750	8,250	
Legal fees & Accounting Fees	1,325	442	442	442	442	442	442	442	442	1,325	442	442	442	1,325	
	1,000									285				285	
Bank charges	100	75	75	75	75	75	75	75	75	225	75	75	75	225	
Telephone	480	185	185	185	185	185	185	185	185	555	185	185	185	555	
General and miscellaneous **	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	
TOTAL	\$55,715	\$17,480	\$18,480	\$20,480	\$18,480	\$17,080	\$17,080	\$17,080	\$18,480	\$54,901	\$20,080	\$21,080	\$21,080	\$54,901	\$544,519

** General and Unassigned
TOOLS, PARTS, SUPPLIES, OFFICE SUPPLIES

DINARIA PROPERTIES, LLC
Operating expense analysis
01/01/2014-12/31/2015

POMPANO BEACHSIDE KIOSK

Line Item	January	February	March	April	May	June	July	August	September	Q3	October	November	December	Q4	TOTAL
Labor and salaries	\$13,078	\$13,078	\$14,078	\$13,078	\$12,078	\$12,078	\$13,078	\$12,078	\$12,078	\$38,235	75	75	75	\$225	
Leases and Permits	82,194													80	
Consumable Supplies (Food, Beverage, Utilities)	800	700	1,000	1,000	1,000	1,200	1,000	1,000	1,200	3,200	4,000	8,000	4,000	15,000	
Maintenance, repair, and overhaul	150	150	150	150	150	150	150	150	150	450	150	150	150	450	
Utilities	200	200	200	200	200	200	200	200	200	600	200	200	200	600	
Marketing programs	100	100	100	100	100	100	100	100	100	300	100	100	100	300	
Fire Prevention						75				75				75	
Rent	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	8,400	2,800	2,800	2,800	8,400	
Insurance	442	442	442	442	442	442	442	442	442	1,326	442	442	442	1,326	
Legal fees & Accounting Fees						205				205				205	
Bank charges	75	75	75	600	800	800	800	800	800	2,800	800	800	800	2,800	
Telephone	185	185	185	185	185	185	185	185	185	555	185	185	185	555	
General and miscellaneous	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	3,000	1,000	1,000	1,000	3,000	
TOTAL	\$18,812	\$17,812	\$18,818	\$18,643	\$18,643	\$18,643	\$18,643	\$18,643	\$18,643	\$58,498	\$8,640	\$10,640	\$10,140	\$32,279	\$279,888

General and miscellaneous
TOOLS, PRINTING SUPPLIES, OFFICE SUPPLIES

POMPAO BEACHSIDE KIOSK

Line	January	February	March	April	May	June	July	August	September	October	November	December	2015-2016	TOTAL
Salary and salaries	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$156,000	\$1,560,000
Travel	500	500	500	500	500	500	500	500	500	500	500	500	6,000	60,000
Telephone	100	100	100	100	100	100	100	100	100	100	100	100	1,200	12,000
Postage and Permits	200	200	200	200	200	200	200	200	200	200	200	200	2,400	24,000
Contractual Services (Food, Beverage, Utilities)	800	700	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,000	110,000
Meals, travel, and overhead	180	180	180	180	180	180	180	180	180	180	180	180	2,160	21,600
Utilities	200	200	200	200	200	200	200	200	200	200	200	200	2,400	24,000
Marketing programs	75	75	75	75	75	75	75	75	75	75	75	75	900	9,000
Pest Prevention														
Rent	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000	360,000
Insurance	440	440	440	440	440	440	440	440	440	440	440	440	5,280	52,800
Lease fees & Accounting Fees														
Bank charges	75	75	75	75	75	75	75	75	75	75	75	75	900	9,000
Telephone	100	100	100	100	100	100	100	100	100	100	100	100	1,200	12,000
General and miscellaneous	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	120,000
TOTAL	\$18,580	\$17,520	\$18,230	\$18,230	\$18,230	\$18,230	\$18,230	\$18,230	\$18,230	\$18,230	\$18,230	\$18,230	\$220,800	\$2,208,000

POMAPNO BEACHSIDE KIOSK

**LEASE CONTRACT TO OPERATE CITY BEACH KIOSK
RFP N° T-02-13**

**DI MARIA PROPERTIES, LLC
& MONTAGNA, INC. dba FRANK'S RISTORANTE
3428 EAST ATLANTIC BOULEVARD
POMAPNO BEACH, FLORIDA 33062**

PHONE: 954-785-1480

FAX: 954-941-2751

EMAIL: dmpropertiesgerard@gmail.com

MR. FRANK DI MARIA

Or

Mr. Gerard M. Olótegui Caveró-Egúsqüza

NOVEMBER 2012



FEES and COSTS

**ESTIMATION OF THE INITIAL COSTS FOR THE ABOVEMENTIONED:
\$55,715.00**

**NUMBER OF EXPECTED WORK HOURS FOR EACH QUALIFIED STAFF
MEMBER:
MANAGERS' WEEKLY MINIMUM HOURS; 40.0
SERVERS' WEEKLY MINIMUM HOURS; 37.5**



TIMELINE EFFORT

DECEMBER 2012:

FINALIZING ALL TERMS AND CONDITIONS WITH THE CITY

JANUARY 1st-15th 2012:

**INSURANCE, LICENSING, PERMITTING, UTILITIES & EQUIPMENT
INSTALLATION, PAINTING AND DECORATING THE INTERIOR OF KIOSK
STOCK INVENTORY**

JANUARY 15th-31st:

GRAND OPENING

POMPAÑO BEACHSIDE KIOSK

WE SHALL OFFER;

- Convenient, value “Seaside” menu
- Clean cut friendly staff
- Casual beach goers’ setting
- Creating a ‘sense of place’ synonymous with Pompano Beach FL.



LOGISTICS;

- OUR HQ IS WITHIN WALKING DISTANCE OF THE KIOSK**
- DELIVERIES & NECESSARY STORAGE**

POMPANO BEACHSIDE KIOSK

EXPERIENCE;

- 38 YEARS AT THE SAME LOCALE**
- ESTABLISHED CLIENTELE**

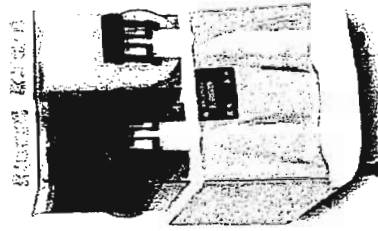
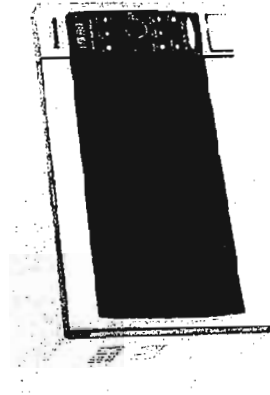
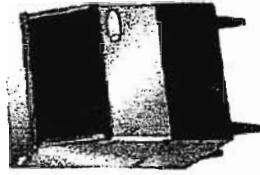
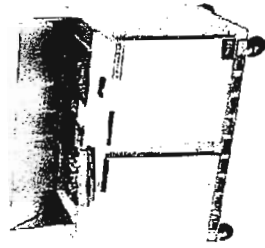
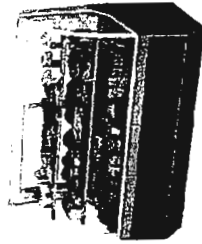


EQUIPMENT

- One Storage Freezer 61"X26" (Brand: BEVERAGEAIR)
- One Storage Freezer 40"X30" (Brand: BEVERAGEAIR)
- One Sandwich Prep and Refrigeration Station 48"X30" (Brand: BEVERAGEAIR)
- Two Display Refrigerators 48"X36" (Brand: BEVERAGEAIR)
- One Beverage Refrigerator 47"X30" (Brand: AVANTCO)
- One Ice Maker 30"X36" (Brand: MANITOWOC)
- One Metal Table with two shelves 36"X24" (Brand: RESTAURANTMAX)
- One three compartment Sink 51"X28" (Brand: REGENCY)
- One Sink 17"X17" (Brand: REGENCY)
- One three group Commercial Espresso Machine (Brand: Cecilware)
- One two group frozen drink machine (Brand: BUNN)
- One convection/Microwave Oven (Brand: AMANA)

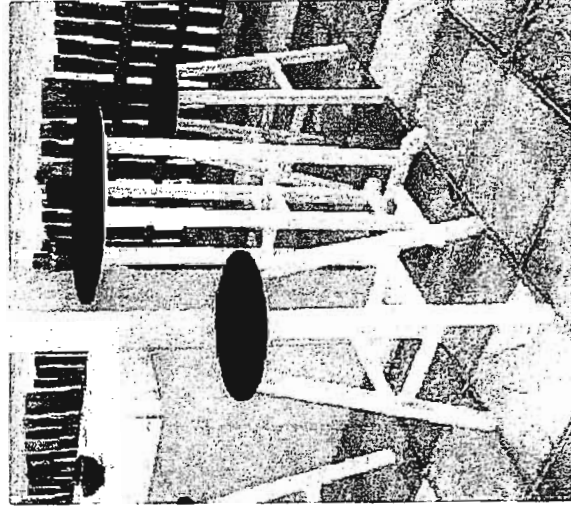
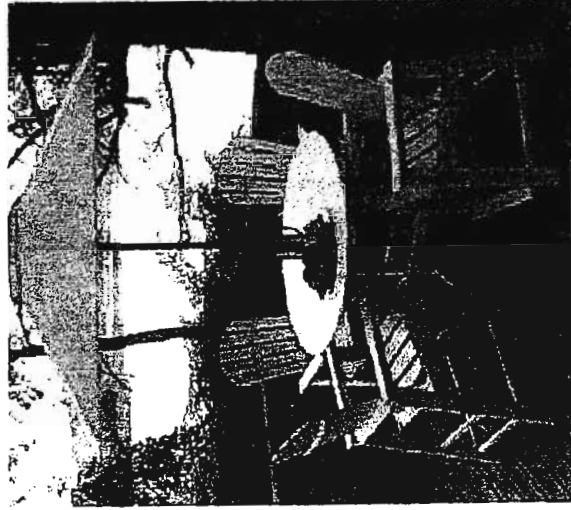
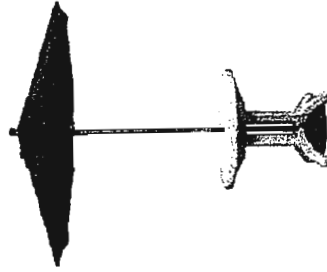
POMPANO BEACHSIDE KIOSK

EQUIPMENT



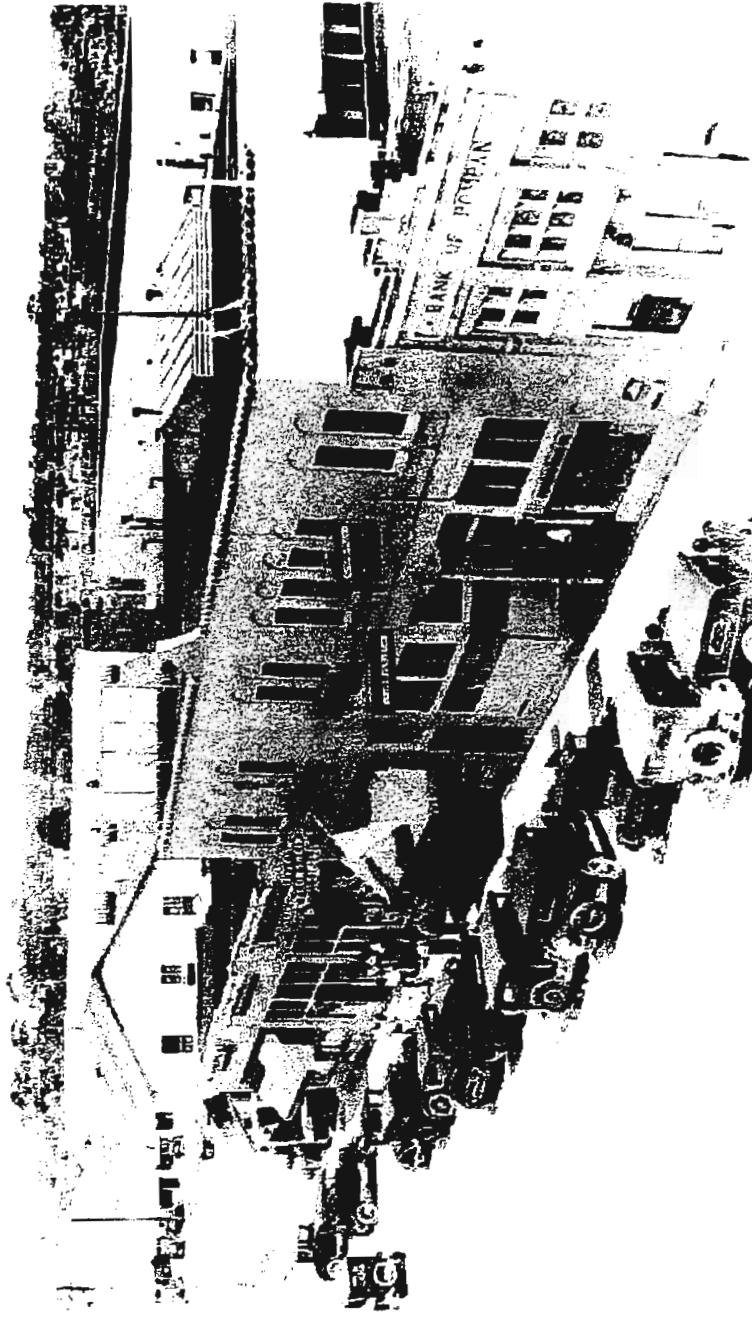
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FURNISHINGS



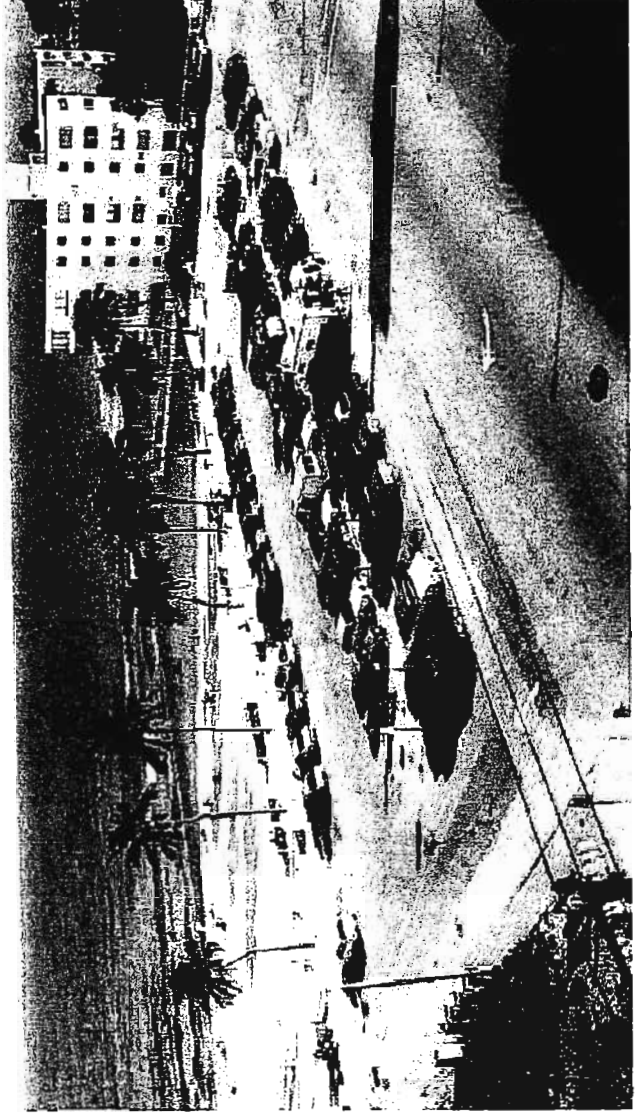
POMPANO BEACH SIDE KIOSK

DESIGN/DÉCOR FOR THE KIOSK



POMPANO BEACHSIDE KIOSK

DESIGN/DÉCOR FOR THE KIOSK



POMPANO BEACHSIDE KIOSK

STAFFING and KIOSK SUPERVISION STAFF

POSITIONS:

**1 AM Shift MANAGER
1 PM Shift MANAGER
2 AM KIOSK ASSOCIATES
2 PM KIOSK ASSOCIATES**

POMPANO BEACHSIDE KIOSK

STAFFING and KIOSK SUPERVISION STAFF POSITIONS:

- Owner and/or One Manager and Two Attendants present at all times of Kiosk Operation
- Four Attendants per day, two shifts per day (Two Attendants per shift).
- Attendants' shift per day shall not exceed 8 hours inclusive of their required personal breaks

STAFFING and KIOSK SUPERVISION STAFF POSITIONS:

[illegible]

STAFFING and KIOSK SUPERVISION STAFF POSITIONS:

[illegible]

POMPANO BEACH SLIDE KIOSK

STAFFING and KIOSK SUPERVISION :

HOURS of OPERATION:

Hours of operation: Monday –Thursday: 7:30 am – 9:30 pm/ Friday – Saturday: 7:30 – 11:00 pm and Sunday: 7:30 am – 9:00 pm.

KIOSK BATHROOMS:

Kiosk Bathrooms shall be thoroughly sanitized twice per day; once in the morning at opening and once at the time of closing. During the course of the day employees shall be required to maintain the neatness and cleanliness of the Bathrooms.

KIOSK EXTERIOR:

Employees shall be required to sweep and clean the exterior of the Kiosk three times per day.

Once in the morning at opening

Once at mid-day

Once in the evening at closing.

POMPANO BEACHSIDE KIOSK

BEACHSIDE KIOSK

food, drinks & more....

SANDWICHES

Ham & Cheese \$4.95
ham & provone with lettuce & tomato on a hoagie roll

Turkey & Cheese \$4.95
turkey & provone with lettuce & tomato on a hoagie roll

Italian Combo \$5.95
ham, provone & salami w/ lettuce, tomato & italian dressing on a hoagie roll

Club Sandwich \$5.95
ham, turkey & bacon with lettuce and tomato on a hoagie roll

Chicken Caesar Wrap \$5.95
grilled chicken breast strips with romaine, tomatoes, and creamy caesar dressing

Club Wrap \$4.95
ham, turkey & bacon with lettuce and tomato in a wrap

Chicken Sandwich \$5.95
breaded chicken breast, served with lettuce & tomato on a hoagie roll

Hamburger \$4.95
topped with lettuce & tomato

SALADS

Tossed Salad assorted greens w/ tomatoes, cucumbers & carrots \$4.95
Caesar Salad romaine, croutons & creamy caesar dressing \$0.95

Chef's Salad assorted greens w/ tomatoes, cucumbers, ham, cheese & salami \$5.95

Fruit Salad fresh tropical fruit
yogurt & granola can be added for an additional charge \$4.95

POMPANO BEACHSIDE KIOSK

SEASIDE KIOSK

Food, Drinks & More.....

SNACKS

Tossed Salad \$4.95
assorted greens with tomatoes, cucumbers & carrots

Caesar Salad \$4.95
romaine, croutons, and creamy caesar dressing

Fruit Salad \$4.95
fresh tropical fruit, yogurt & granola can be added
for an extra charge

ALCOHOLIC BEVERAGES

Wine Rose', Cheb's, Merlot \$4.50

Beer *Ice Cold Bud, Bud Light,
Corona, Heinekien \$4.50

Rum Runners \$4.50

Tropical Drinks w/ Floaters \$5.50

POMPANO BEACHSIDE KIOSK

FRANK DIMARIA

- IS THE EXAMPLE OF THE NEW POMPANO
- HAND IN HAND WITH THE CITY & CRA
- SPENT OVER \$200,000.00 IN RENOVATIONS
- A BASTION IN THE COMMUNITY



TIMELINE EFFORT

DECEMBER 2012:

FINALIZING ALL TERMS AND CONDITIONS WITH THE CITY

JANUARY 1st-15th 2012:

**INSURANCE, LICENSING, PERMITTING, UTILITIES & EQUIPMENT
INSTALLATION, PAINTING AND DECORATING THE INTERIOR OF KIOSK
STOCK INVENTORY**

JANUARY 15th-31st:

GRAND OPENING