



city of
PALM COAST

REQUEST FOR PROPOSAL: CONCESSION LEASE AGREEMENT FOR THE PALM HARBOR GOLF COURSE

RFP #: RFP-PR-22-74

PROPOSAL MANUAL

**Finance Department
Budget & Procurement Office**

**160 Lake Avenue
Palm Coast, FL 32164**

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OVERVIEW

CITY OF PALM COAST REQUEST FOR PROPOSALS (RFP)

TITLE CONCESSION LEASE AGREEMENT FOR THE PALM HARBOR GOLF COURSE	REFERENCE RFP-PR-22-74
ISSUED August 24, 2022	DUE September 15, 2022 at 2 p.m.
PROCUREMENT COORDINATOR SHANNON KEOUGH-NOLAN (386) 986-2339 SKNolan@palmcoastgov.com	PROJECT MANAGER Click or tap here to enter text. JAMES HIRST (386) 986-2325 jhirst@palmcoastgov.com
BRIEF DESCRIPTION This Request for Proposals is issued for the purpose of soliciting proposals from qualified entities ("Bidder") to provide concession and restaurant services to the Palm Harbor Golf Course through a Concession Lease Agreement ("Agreement"). The successful Bidder shall operate the bar, restaurant, kitchen and indoor/outdoor seating area (collectively, the Lease Space") through the term of the Agreement.	
OTHER KEY DATES AND MEETINGS Question Deadline: September 8, 2022 at 2 p.m. Proposal Deadline: September 15, 2022 at 2 p.m. <i>The above outlines the deadlines applicable to this RFP. City reserves the right to modify or change the scheduled deadlines at its sole discretion and will provide notice to the Proposers of any such change(s).</i>	
DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION Proposal documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). Proposals shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).	

The City of Palm Coast uses its best efforts to divide total requirements, when economically feasible, into smaller tasks or quantities and to establish delivery schedules, where the requirement permits, in order to encourage participation by minority businesses, women's business enterprises, and labor surplus area firms in compliance with CFR 200.321. In addition, the City will consider requests from qualified business enterprises to further divide total requirements, when economically feasible, into smaller tasks or quantities and further adjust delivery schedules, where the requirement permits, which encourage further participation by minority businesses, women's business enterprises, and labor surplus area firms.

Review requests should be submitted on the portal, <https://palmcoastgov.bonfirehub.com/portal>, on the Messages Tab under Opportunity and Q&A, upon Project Opening and prior to the posted Questions Deadline.

ABOUT PALM COAST

The City of Palm Coast, located in Flagler County on the northeast coast of Florida, is situated halfway between St. Augustine and Daytona Beach and about 70 miles from both the Jacksonville and Orlando metropolitan area. Palm Coast's Interstate 95 Exit 284 (at State Road 100) is the closest I-95 exit to the beach from Maine to Miami. Palm Coast covers approximately 60 square miles and is situated on 70 miles of saltwater and freshwater canals and the Intracoastal Waterway, providing residents with abundant fishing and boating opportunities.

The City of Palm Coast is one of Florida's newest cities; incorporated in 1999. Palm Coast is a full-service City government servicing approximately 93,000 residents and 37,000 households. It offers a comprehensive list of services including Utility, Public Works, Administrative Services and Economic Development, Finance, Information Technology, Parks & Recreation, Fire and Human Resources. Law Enforcement Services are provided by the Flagler County Sheriff's Office. Facilities owned and operated by the City of Palm Coast include City Hall, the Utility Office, three water treatment plants, two wastewater treatment plants, the Public Works yard, the Palm Coast Community Center, and five fire stations.

Palm Coast also provides its residents with a dozen City parks, a tennis center, a golf course, a swimming pool, and more than 125 miles of connecting multiuse pathways for walking, running and bicycling. Parks and other recreational amenities are open seven days a week, usually from morning to night.

GENERAL REQUIREMENTS

INTRODUCTION - PROJECT OVERVIEW AND OBJECTIVES

Palm Harbor Golf Course is an 18-hole golf course measuring 6,526 yards in length with five (5) tee locations per hole, attracting golfers of all skill levels. The Golf Course and Clubhouse is open to the general public year-round. It hosts approximately 54,000 rounds of golf per year and draws customers from the surrounding area.

The lease space is located within the Golf Course's Clubhouse which is a compact, efficient modular building that includes a covered outside deck. Occupancy capacity for the indoor room is 40 people and for the outside deck is 48 people. The clubhouse is a shared space which includes a pro-shop operated by the City and offices for golf operations.

Bidders must perform their own financial and operational due diligence. No representations are being made with regard to historical or projected business volume.

SCOPE OF SERVICES

The City is seeking proposals from Bidders to provide concession and restaurant services to the Palm Harbor Golf Course through a Concession Lease Agreement ("Agreement") included with this RFP. The successful Bidder shall operate the bar, restaurant, kitchen and indoor/outdoor seating area (collectively, the "Leased Space") through the term of the Agreement at a level of service consistent with the Agreement.

Golf course operations are from 7am-7pm seven (7) days a week excluding some holidays.

Tenant must provide staff onsite to accept food and beverage deliveries. City staff is not authorized to accept Lessee deliveries.

The Agreement will control the obligations and responsibilities of the Tenant, the following are items that are required in the Agreement (NOTE: this is not a comprehensive list, please review the Agreement included in the RFP for all contractual requirements):

1. Food and beverage restaurant and catering services.
2. Full liquor bar and concessions services.
3. All applicable permits and licenses will be required for food and beverage services, at the expense of the Tenant.
4. Lessee will be expected to provide food and beverage services 7 days a week for a minimum of 8 hours per day. Service to the public cannot extend past 11:00 pm.
5. Lessee will be expected to provide all dining tables and chairs, linens, tableware, bar and kitchen supplies, uniforms, and all required fixtures, furnishings, tools and equipment as necessary for operation (except for those noted as provided by the City).

6. Tenant will be responsible for all utilities for its operation, including but not limited to propane/ natural gas, internet, telecom, POS, and credit card processing . The City has installed sub-metering equipment for electrical utilities in the Leased Space and Tenant will be responsible for electric utilities consumed as reported by the sub-metering equipment (as billed City). The Clubhouse has one (1) water meter for the shared Clubhouse. Lessee will be responsible for 50% of the metered water and sewer usage. Golf course maintenance has separate meters and will not be the responsibility of the Lessee.

7. Lessee shall be responsible for removal of solid waste that results from lessee operations to dumpster's located offsite at the golf maintenance building. Solid waste disposal is provided by the City.

8. Lessee shall be responsible for the maintenance and repair of all food and beverage equipment including, but not limited to, coolers, freezers, ice machines, grills, and fryers.

9. Lessee shall be responsible for the cleaning, pump out and maintenance of all grease interceptors located at the Clubhouse and on the Golf Course property.

10. The rental rate for the term of the Agreement is \$9.00 per square foot with a 3% annual increase. For the purpose of calculating cost, the Lease Space is 1,998 sq. ft.

11. The City shall be responsible for all repair, maintenance and cleaning in the areas outlined as "**COPC Space**" in the provided document titled as "**Space Borders**" and as described in the Agreement as the "Leased Premises".

12. The City shall only be responsible for structural, building envelope, and buildings systems repair and maintenance in the areas outlined as "**Lease Space**" in the provided document titled as "**Space Borders**", all other operational, repair and maintenance activities in this space shall be the responsibility of Lessee, any damages or replacements to the building or its infrastructure as a result of the Lessee's operations in the area outlined as "**Lease Space**" shall be the responsibility of the Lessee to repair or replace with the coordination and approval of the City of Palm Coast.

13. Tenant shall coordinate with the City for a minimum of one period of reduced operations annually that is not less than 5 days for performance of scheduled maintenance tasks that are required by both the City of Palm Coast and Tenant.

14. Tenant shall not make any alterations, additions, or other improvements to the Leased Premises or any part thereof, without first obtaining the written consent of City. Authorized alterations, or additions, and/or other improvements, including replacements of equipment, shall be made at Tenant's sole cost and expense. Alterations, additions, and other improvements which are part of the structure or a fixture to the structure shall become the property of City at the expiration or termination of this Agreement.

PURCHASING PROCEDURES: The Procurement and Contracting Procedures and Processes apply to this Request for Proposal. These procedures can be found at:

<http://www.palmcoastgov.com/government/purchasing> under Procurement Policy.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the Request for Proposal (RFP) documents. Any ambiguities or inconsistencies shall be brought to the attention of the City prior to the due date in writing through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>); failure to do so will constitute an acceptance by the Proposer of any subsequent award decision. In addition, the City will consider requests from qualified business enterprises to further divide total requirements, when economically feasible, into smaller tasks or quantities and further adjust delivery schedules, where the requirement permits, which encourages further participation by minority businesses, women's business enterprises, and labor surplus area firms. Any questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, or suggestions for addenda to the RFP documents, shall be posed through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) during the Q&A period. Proposer should not rely on any oral statement or instructions made by any employee(s) of the City with regard to this proposal. Any oral statements or instructions given before the proposal due date will not be binding on the City.

ADDENDA: Should revisions to the RFP documents become necessary, the City shall post addenda on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>). All Proposers should check the City's Procurement Portal Web Page at least three (3) calendar days before the proposal due date to verify information regarding addenda. Failure to do so could result in rejection of the proposal as unresponsive. **Proposer must sign, date, and return all addenda with their proposal for the submission to be deemed Responsive.** It is the sole responsibility of the Proposer to obtain information related to addenda and to insure that the proposal considers all changes to the RFP documents.

ANTI-LOBBYING/CITY CONTACT: Proposers are hereby notified that all communications regarding this RFP, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the Proposer, must be submitted to the City's Procurement Portal Web Page. Except as expressly required by this RFP for formal presentations (if any), any indirect or direct communications and lobbying regarding this RFP made to members of the City Council, members of the Evaluation Committee, or any other City official, from the date of advertising until the time an award has been made, are strictly prohibited and may constitute grounds for immediate disqualification of the Proposer's proposal.

PREPARATION COSTS: The City shall not be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFP.

LICENSES/PERMITS: Unless expressly stated in the RFP, all permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc. are the responsibility of the Proposer.

CONTRACT TERMS AND CONDITIONS: The length of the Agreement term will be five (5) years and allows for one five (5) year renewal upon mutual agreement of the City and Tenant. The Concession Lease Agreement is attached to this RFP. Proposers should review the Agreement template prior to submitting a proposal. If Proposer wants to negotiate modifications or additional terms and conditions to the Agreement, then Proposer shall raise these requested modifications or additional terms and conditions by inquiry in writing through the City's Procurement Portal Web Page. The City reserves the right to amend the terms of the Agreement prior to execution. **UNLESS EXPRESSLY ACCEPTED BY THE CITY AND ISSUED BY ADDENDA, ONLY THE TERMS AND CONDITIONS IN THIS RFP SHALL APPLY. NO ADDITIONAL TERMS AND CONDITIONS INCLUDED WITH THE PROPOSAL SHALL BE CONSIDERED. ANY AND ALL SUCH ADDITIONAL TERMS AND CONDITIONS ARE INAPPLICABLE TO THIS RFP, WHETHER SUBMITTED PURPOSEFULLY OR INADVERTENTLY, OR APPEARING SEPARATELY IN TRANSMITTAL LETTERS, SPECIFICATIONS, LITERATURE, PRICE LISTS OR WARRANTIES. IT IS UNDERSTOOD AND AGREED THAT THE**

GENERAL AND/OR ANY SPECIAL CONDITIONS IN THESE RFP DOCUMENTS AND SUBSEQUENT ADDENDA ARE THE ONLY CONDITIONS APPLICABLE TO THE PROPOSER'S SUBMITTAL, AND THE PROPOSER'S SIGNATURE ON THE RESPONSE FORM ATTESTS TO THIS STATEMENT. EXCEPTIONS TO THE TERMS AND CONDITIONS WILL NOT BE ACCEPTED.

SUBMISSIONS: Refer to the Instructions to Proposers for instructions on preparation of the proposal.

TIME TO RESPOND: Proposals shall be submitted electronically through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) for receipt by the specified time and date. **No other method of submission will be allowed or considered (i.e. mailed, emailed, or hand delivered).** It is strongly recommended that Proposers begin the uploading process at least ONE (1) day before the Proposal Deadline set forth in the Overview for sufficient time to complete the process. **NO SUBMISSIONS THROUGH THE CITY'S PROCUREMENT PORTAL WEB PAGE WILL BE ALLOWED OR CONSIDERED AFTER THE SPECIFIED TIME AND DATE.** For general assistance, please contact Budget and Procurement Division staff at least one business day in advance of the proposal due date. For technical questions related to the submission portal, please contact Bonfire at Support@GoBonfire.com or visit their help forum at <https://bonfirehub.zendesk.com/hc>.

ADDITIONAL INFORMATION/FOLLOW-UP: No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City. At the time of opening and upon review of the proposals, the City reserves the right to request all required forms/attachments (other than the pricing form, issued addenda and Form 4) that may have not been submitted at the time of submittal. The respondent shall have one (1) business day from the City's request to supply this information to the City for their proposal to be considered valid.

VIRTUAL SITE VISIT: Before submitting proposals, Proposers must carefully examine the Leased Space, and make all necessary investigations to inform themselves thoroughly as to the contents, equipment and layout of the Lease Space and the ability to meet the mandates and requirements of this RFP and the Agreement. Photographs are provided. No pleas of ignorance of conditions or difficulties that may exist prior to the opening time or of conditions or difficulties that may be encountered in the execution of the Agreement as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>).

PROPOSAL WITHDRAWAL: Proposers may withdraw their proposals through the City's Procurement Portal prior to the time and date set for the proposal deadline. Once opened, proposals become the property of the City and will not be returned to the Proposers.

INCOMPLETE PROPOSALS/MISTAKES IN PROPOSAL: **Failure to sign and return any or all issued addenda, failure to return a signed and completed pricing form, if applicable, and/or failure to sign and return a completed Form 4 Compliance Certification shall be absolute disqualification of the proposal as nonresponsive.** Other than the pricing form, if applicable, issued addenda, and Form 4, the City reserves the right, at City's discretion, to reject the proposal, or to request all required forms/attachments that may have not been submitted, or that may be otherwise incomplete or noncompliant in the City's opinion. Upon request by the City, the Proposer shall have one (1) business day to supply this information to the City for the proposal to be considered valid. Proposers are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In the event of extension or addition error(s), the unit price, and extension will prevail, and the Proposer's total offer will be corrected accordingly. Written amounts take precedence over numerical amounts. Proposals having erasures or corrections must be initialed in ink by the Proposer.

PUBLIC OPENING: The proposals shall be opened publicly and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the public opening should contact the City Human Resource Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance of the public opening.

ACCEPTANCE/REJECTION/GROUNDS FOR DISQUALIFICATION: The City reserves the right to accept or reject any or all proposals, or any part of a submittal for any reason and without penalty prior to or after the rankings are made by the City, and to terminate any contract negotiations commenced with any Proposer. City will make the award to those Proposers, who in the opinion of the City will be in the best interest of or the most advantageous to the City. The City also reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive or enforce any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement. This section shall be construed liberally to benefit the public and not the Proposer. Any of the following causes may also be considered as sufficient grounds for disqualification of a Proposer or the rejection of a proposal:

- a) Submission of more than one proposal for the same work by any entity under the same or different names.
- b) Evidence of collusion among Proposers.
- c) Lack of performance or responsibility as exhibited by past business endeavors or in similar food and beverage service operations including, but not limited to, health and food safety standards, adherence to proper maintenance protocols, if applicable, and financial standards for like businesses, including the payment of tax liabilities. The City may also consider past litigation and claim history of the Proposer as evidenced by prior frivolous claims made by Proposer in connection with other projects.
- d) Any Proposer that submits a proposal containing information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Falsification of any entry made on the proposal shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Proposer or rejection of the proposal.
- e) Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of the proposal for the type of goods/services to be provided. Should Proposer not be fully licensed and certified, its proposal shall be rejected.
- f) Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- g) Non-compliance with the submittal requirements of these Instructions to Proposers
- h) Any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

SELECTION AND AWARD: The award will be made to a responsive, responsible Proposer consistent with the process and award criteria set forth in the Evaluation of Qualifications and Award herein. The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment, will best serve the City's interest. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Proposer understands that submission of its proposal constitutes Proposer's acceptance of the terms and conditions of this Request for Proposal, including the contract template attached. However, Proposer also understands that its proposal does not constitute an agreement or a contract with the City. The City reserves the right to reject all proposals, to waive any formalities, to solicit and re-advertise for new proposals or to abandon the project in its entirety.

- a) **AWARD CRITERIA:** Refer to Section entitled, "Evaluation of Qualifications and Award".

POSTING OF PROPOSAL AWARD: Notice of Intent to Award will be posted on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) prior the City's final approval process.

PROTEST: Protests hereunder shall be in accordance with City Code of Ordinances Chapter 2, Article 1, Division 3, Section 2-29 Bid Protest Procedures (https://library.municode.com/fl/palm_coast).

PUBLIC RECORDS: Upon Notice of Intent to Award or thirty (30) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal documents and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The City cannot guarantee the confidentiality of any document.

MULTIPLE SUBMISSIONS: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposal in which such Proposer is believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Budget and Procurement Division at once in writing, indicating the specific regulation which requires an alteration, including any price adjustments. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer shall indemnify and hold harmless, the City, its employees and any of its Council Members from liability of any nature or kind, including cost and expenses for or on account of, or for infringement of, patent rights, copyrights, or other intellectual property rights. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising, without the express written approval of a City employee with the appropriate level of authority.

CITY LOGO: Proposers are approved to use the City logo in your submission materials and/or presentations.

DEBARMENT: Following award, where the successful Proposer's services are subsequently terminated for cause, the City reserves the right to suspend/debar the successful Proposer from submitting proposals on City procurements/contracts for a period of up to 36 months and/or pursue any and all other remedies available to the City.

INSTRUCTIONS TO PROPOSERS

PROPOSAL SUBMITTAL

The Proposer must submit a proposal that substantially complies with this RFP in all material aspects. All proposals must contain direct responses to the requested information. The response should be organized so that specific sections and questions being responded to are readily identifiable and in the same sequence as outlined below. The proposal shall cover in as much detail as possible the requirements of the RFP, subject to modification and enhancements as a result of information gained during the selection process. However, Proposers are advised that lengthy or overly verbose or redundant submissions are not necessary. Proposers are advised to carefully follow these Instructions in order to be considered fully responsive to this RFP. Compliance with all requirements will be solely the responsibility of the Proposer. Proposers shall submit all required forms through the process outlined in the Preparing and Uploading Submission section below. By submitting a response, the Proposer warrants that its proposal is correct.

The proposal must be divided into seven (7) sections with references to parts of this RFP done on a section number/paragraph number basis. The seven (7) sections shall be named:

SECTION 1 - PROPOSAL EXECUTIVE SUMMARY: Discuss the highlights, key features, and distinguishing points of the proposal. The executive summary should be in the form of a letter that, at minimum, includes: name of individual, partnership, company, or corporation submitting proposal; a brief history of the company; city's RFP number; statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned; and signature(s) of representative(s) legally authorized to bind the Proposer. A separate sheet shall include a list of individuals who will be significant members of the project team, including contact information, i.e., phone numbers and email addresses. Limit this section to five (5) pages.

SECTION 2 - TABLE OF CONTENTS: There shall be a Table of Contents for material included in the proposal.

SECTION 3 - PROJECT UNDERSTANDING AND PROPOSAL: This section shall establish that the Proposer understands the City's objectives and requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach and business plan for addressing the required services and the Proposer's ability to meet the City's expectations for providing a high level of service to the patrons. Proposers shall provide in this section:

- Business plan
- Proposed menu and pricing (estimated range)
- Branding
- Any proposed additional services e.g.: Weddings and Catering services
- Proposed sale of merchandise
- Licenses held (alcohol beverage, food service, etc.)
- Health Dept. records

SECTION 4 - PROPOSED INNOVATIONS: In this section, discuss any ideas, innovative approaches, or specific new concepts included in the proposal that would benefit the City or patrons. The Proposer may suggest services or innovative ideas to attract new golfers and/or patrons.

SECTION 5 - EXPERIENCE WITH SIMILAR PROJECTS/TECHNICAL CAPABILITY: Provide a list of similar projects, maximum of three. Similar experience in the case is defined as restaurant operations and concessionaire agreements. Identify specific project details, including but not limited to, location, description, project budget, profit and lost statements for other restaurant and concession enterprises. If applicable, provide the contact information for the entities where work has been done for reference purposes.

SECTION 6 - PROJECT TEAM: Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the organizational structure of the entire team with specific proposed

functions for each individual listed. Identify the team members such as the total staff count and respective positions. Identify restaurant owners and management staff and their level of experience in this field. The city requests a timeline and significant milestones for any necessary modification for the lease space to become fully operational. This shall include training, equipment installation, etc. The information provided under this section should be limited to a maximum of ten (10) pages.

SECTION 7 - REQUIRED FORMS: This section shall include the required forms which are available at the end of this Proposal Manual.

INSURANCE

Proposers shall have insurance coverage that complies with the Insurance Requirements set forth in the Agreement attached to this RFP. Proof of insurance shall be furnished to the City prior to final execution of the Agreement.

PROPOSAL SECURITY

A security is ☐ required, or ☒ not required for this proposal. If a security is required, a bond shall accompany each proposal if the proposal amount is one-hundred thousand dollars (\$100,000) or greater. The certified check, cashier's check or bond shall be for an amount not less than five percent (5%) of the price/cost and shall be made payable to the City as a guarantee that the proposer will not withdraw its proposal for a period of one hundred twenty (120) days after proposal closing time and, upon award, will execute a contract with the City.

CONFIDENTIAL MATERIALS

Any materials that Proposer claims qualify as "confidential financial information" under the Public Records Act shall be segregated, clearly labeled "confidential financial information", and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

WARRANTY AGAINST FRAUD AND COLLUSION

By submitting a proposal in response to this RFP, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this business and the resulting contract, and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the resulting contract. For the breach or violation of this provision, the City shall have the right to disqualify the proposal and terminate the Agreement at its sole discretion, without liability, and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

By submission of a proposal, Proposer affirms that its proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

PREPARING AND UPLOADING SUBMISSION

1. PREPARE YOUR SUBMISSION MATERIALS:

Requested Information:

Name	Type	# Files	Requirement
RFP Proposal	File Type: PDF (.pdf)	Multiple	Required
Required Forms	File Type: PDF (.pdf)	Multiple	Required

- Please note the type and number of files allowed. The maximum upload file size is 1000 MB.
- Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. UPLOAD YOUR SUBMISSION: <https://palmcoastgov.bonfirehub.com/opportunities/73381>

Important Notes:

- Each item of Requested Information will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

EVALUATION OF QUALIFICATIONS AND AWARD

SELECTION CRITERIA: The selection criteria for this RFSQ is set forth below (Must total 100 Weighted Points)

Project Understanding and Proposal (Weighted 35 points)	
Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria	0
Poor – Partial submit or very limited info meets requirements	1
Below Standard – Mostly does not meet requirements	2
Marginal – Partially Meets Criteria	3
Average – Barely Meets Requirements	4
Above Average – Meets Requirements	5
Good – Slightly above Requirements	6
Very Good – Meets Requirements with partial that exceed	7
Well above average – Meets Requirements with majority that exceed	8
Excellent – Exceeds Requirements	9
Outstanding – Far Exceeds Requirements	10

Experience with Similar Projects, Technical Capability, and Qualifications, including whether Proposer is a certified minority business entity (Weighted 30 points)	
Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria	0
Poor – Partial submit or very limited info meets requirements	1
Below Standard – Mostly does not meet requirements	2
Marginal – Partially Meets Criteria	3
Average – Barely Meets Requirements	4
Above Average – Meets Requirements	5
Good – Slightly above Requirements	6
Very Good – Meets Requirements with partial that exceed	7
Well above average – Meets Requirements with majority that exceed	8
Excellent – Exceeds Requirements	9
Outstanding – Far Exceeds Requirements	10

Project Team Experience (Weighted 20 points)	
Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria	0
Poor – Partial submit or very limited info meets requirements	1
Below Standard – Mostly does not meet requirements	2
Marginal – Partially Meets Criteria	3
Average – Barely Meets Requirements	4
Above Average – Meets Requirements	5
Good – Slightly above Requirements	6
Very Good – Meets Requirements with partial that exceed	7
Well above average – Meets Requirements with majority that exceed	8
Excellent – Exceeds Requirements	9
Outstanding – Far Exceeds Requirements	10

Innovation (Weighted 15 points)	
Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria	0
Poor – Partial submit or very limited info meets requirements	1
Below Standard – Mostly does not meet requirements	2
Marginal – Partially Meets Criteria	3
Average – Barely Meets Requirements	4
Above Average – Meets Requirements	5
Good – Slightly above Requirements	6
Very Good – Meets Requirements with partial that exceed	7
Well above average – Meets Requirements with majority that exceed	8
Excellent – Exceeds Requirements	9
Outstanding – Far Exceeds Requirements	10

EVALUATION / RANKING:

Prior to receipt of proposals, the City will establish an Evaluation Committee to evaluate the proposals. Separately, each individual Evaluation Committee member will score each criteria listed above for each proposal. The scores will range from the minimum points allowed to the maximum points allowed for the corresponding criteria.

The City's Budget and Procurement Office will then compile these scores. A meeting may be held to review the individual scores and discuss significant variances. Scores may be modified at this time. The scores will then be compiled and averaged; the firm with the highest average score shall be ranked first, the next highest shall be ranked second, and so on. **The City reserves the right to establish alternate selection criteria, rescore, re-rank, and/or shortlist. The City in its sole discretion will determine the method of evaluation and award that is most advantageous to the City.**

The City reserves the right to contact references provided by the Proposer or visit operations listed in the proposal. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

The City reserves the right to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

ORAL PRESENTATIONS (IF REQUIRED)

The Evaluation Committee shall make reasonable effort to achieve the ranking using written submittals alone. If, at City's sole discretion, no single top-ranked Proposer can be clearly identified based on the written submittals alone, then the City may post a Notice of Shortlist and schedule the top ranked Proposer(s) to give oral presentations. The City may choose one or more of the top ranked Proposers to present. Such presentations are exempt from public meeting requirements in accordance with Section 286.0113(2)(b)1.

- The City shall establish the schedule. Proposers will be notified at least seven (7) calendar days in advance of the date, time and place. The specific format of each presentation will be provided to Proposers with the notifications.
- The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Presentations provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

NOTICE OF INTENT TO AWARD

Upon completion of the ranking of proposals, or re-ranking if oral presentations are made, the City will post the Notice of Intent to Award.

NEGOTIATIONS

The City reserves the right to negotiate terms with the top-ranked Proposer including, but not limited to, rates, fees, costs, expenses, reimbursements, project team member hours and project schedule. If the City and the top-ranked Proposer cannot come to agreement, the City may terminate negotiations and begin negotiations with the second-ranked Proposer. This process may continue until the terms are mutually acceptable or all Proposals have been rejected. No Proposer shall have any rights in the subject project against the City arising from such negotiations.

FINAL CONTRACT AWARD AND APPROVAL

Upon completion of the Notice of Intent to Award and negotiations if required, the final Agreement, as attached or amended by the Addendum process included herein, will be brought to City Council for Concession Lease Agreement approval and execution. All Proposers should be advised that the Agreement will only be made final upon review and approval by the City Council.

REFERENCES

Proposer shall provide a minimum of three (3) references for which they are currently providing, or have provided, this type of service/commodity.

REFERENCE 1

Company Name

Contact Name and Title

Phone Number

Email Address

Duration of Contract or Business Relationship:

REFERENCE 2

Company Name

Contact Name and Title

Phone Number

Email Address

Duration of Contract or Business Relationship:

REFERENCE 3

Company Name

Contact Name and Title

Phone Number

Email Address

Duration of Contract or Business Relationship:

FORM 1 – CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)

) ss

City of Palm Coast)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ (the "entity") with a local office in _____ and principal office in _____.
2. The above named entity is submitting a Proposal to the City of Palm Coast.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one proposal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

(Continued on Next Page)

PROPOSER

Printed Name of Proposer

Signature

Printed Name

Printed Title

Printed Date

Contact Email

Street Address /Suite #

City, State Zip

Phone

STATE OF _____)

) ss

COUNTY OF _____)

Sworn to and subscribed before me by means
of ☐ physical presence or ☐ online notarization

This _____ day of

_____ 20____.

Signature of Notary

Printed, Typed, or Stamped Name of Notary

Notary Public, State of _____

My commission expires _____

Personally Known _____

-OR-

Produced Identification _____

Type: _____

FORM 2 – DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

[FOR FEDERAL PROJECTS]

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The Proposer certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

Name of Proposer

Name and Titles of Authorized Representative(s)

Signature(s)

Printed Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment

FORM 3 – CERTIFICATION OF AUTHORIZED SIGNATORY

Print/Type Legal Business Name *(same as name on W-9 form)*

Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

- ☐ • Sole Proprietorship – Complete Section A
- ☐ • General or Limited Partnership – Complete Section B
- ☐ • Corporation (Inc. , LLC) Complete Section C

Section A: Sole Proprietorship

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section B: Partnership

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section C: Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
Legal business name

a corporation /LLC under the laws of the State of _____, was held on _____ 20____. The following resolution was duly passed and adopted:

“RESOLVED, that _____ is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Provide copy of Resolution

Corporate Secretary/Managing Member

FORM 4 – COMPLIANCE CERTIFICATION FORM

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

- 1. Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars (\$1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Proposer, I hereby certify that Proposer is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition Proposer is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Proposer to civil penalties, attorney's fees, and/or costs. **Initials** _____
- 2. Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). **Initials** _____
- 3. Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. **Initials** _____
- 4. Drug-Free Work Place** - As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. **Initials** _____

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. **Initials** _____
6. **Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.**
☐ Applicable ☐ Not Applicable. **Initials** _____
7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box: ☐ Applicable ☐ Not Applicable** **Initials** _____
8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Please indicate if your company has registered as a vendor with the City of Palm Coast. ☐ I have already registered as a vendor with the City. ☐ I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials** _____
9. **Proposal Submission Acknowledgement** - The Proposer has carefully examined the RFP, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFP as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFP, the RFP shall prevail. **Initials** _____

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.

PROPOSER

Printed Name of Proposer

Signature

Printed Name

Printed Title

Printed Date

Contact Email

Street Address /Suite #

City, State Zip

Phone

STATE OF _____)

) ss

COUNTY OF _____)

Sworn to and subscribed before me by means
of ☐ physical presence or ☐ online notarization

This _____ day of

_____ 20____.

Signature of Notary

Printed, Typed, or Stamped Name of Notary

Notary Public, State of _____

My commission expires _____

Personally Known _____

-OR-

Produced Identification _____

Type: _____

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

<div><div></div><div>Name of Proposer</div><div></div><div>Name and Titles of Authorized Representative(s)</div><div></div><div>Signature(s)</div><div></div><div>Printed Date</div></div>
--

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by _____ [name of officer or agent, title of officer or agent] of _____ [name of contractor company acknowledging], a _____ [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Notary Public

[NOTARY SEAL]

Name typed, printed or stamped

My Commission Expires: _____

CONCESSION LEASE AGREEMENT

THIS CONCESSION LEASE AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2022 ("Effective Date") by and between _____, a _____, with offices at _____, ("Tenant"), and the **City of Palm Coast**, a Florida municipal corporation, with offices at 160 Lake Avenue, Palm Coast, Florida 32164, herein called ("City").

W I T N E S S E T H:

WHEREAS, City controls, owns, operates, and maintains a golf course in the City of Palm Coast, Florida known as the Palm Harbor Golf Course ("Golf Course"), with the power to grant rights and privileges with respect thereto; and

WHEREAS, Tenant is engaged in the business of operating food and beverage facilities; and

WHEREAS, City, on the terms and conditions herein contained, is willing to grant to Tenant the right to operate the food and beverage concession at the Golf Course and lease a portion of the Clubhouse to Tenant for said operations;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, City and Tenant agree as follows:

1. Leased Premises.

- A.** City hereby provides Tenant with lease space located within the Palm Harbor Clubhouse ("Clubhouse") at the Palm Harbor Golf Course ("Golf Course"), 100 Cooper Lane, Palm Coast, Florida 32137 ("Leased Premises") as detailed in "Exhibit A", Description of Leased Premises, attached hereto and incorporated herein by reference. The Leased Premises are provided to Tenant "as is".
- B.** During the term of this Agreement, Tenant shall, at its own cost and expense, and to the satisfaction of the City, provide normal and routine daily maintenance of the Leased Premises, designed to keep both Leased Premises and any equipment or fixtures located thereon clean, in good working order, sanitary and in a safe condition, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with both a high-quality public golf course and a high quality food and beverage concession operation. For the avoidance of doubt, it is the intention of the parties that Tenant is responsible for the condition of the Leased Premises including any furniture, fixtures, equipment, and other property contained therein. All repairs and all replacements shall be at Tenant's sole cost and expense. Tenant is also solely responsible for any damages to the Clubhouse structure, including, but not limited to, foundational damages, pipe damages, and electrical wiring damages, to the extent such damages are caused by Tenant's negligent and/or reckless acts and/or omissions in the operation of Tenant's business. Any damage to the Clubhouse caused by Tenant or Tenant's employees, patrons, guests or invitees shall be immediately reported to the City.

- C. Tenant acknowledges that from time to time, special events, group outings and City golf programs ("Events") take place at the Golf Course that may require catering services on site. At least one time per year, Tenant shall publish a menu of catering options. Such options shall be at comparable market rates as other caterers in Flagler County. Upon sixty (60) days advance notice to Tenant, Tenant shall accommodate the catering needs of such Events and shall provide adequate seating space within the Leased Premises. In those circumstances where sixty (60) days advance notice is not possible to provide, Tenant shall use commercially reasonable efforts to cooperate with and accommodate the Event sponsor's catering needs. This Agreement does not preclude the City or a third party event coordinator utilizing the Golf Course from hiring and utilizing an outside catering business to cater Events in the event Tenant cannot meet the City's catering needs pursuant to this Agreement.
- D. Upon written approval of City, kiosks, patio-type tables and similar facilities may be located in other areas of the Golf Course if doing so is warranted for enhanced customer service and does not interfere with other Golf Course activities. In addition, City may provide Tenant with access to additional storage facilities located in other areas of the Golf Course outside of the Leased Premises.
- E. Upon written approval by City and after obtaining any required permits, Tenant may put signage on the Clubhouse. All signage shall be in accordance with local law.
- F. In addition to the use of the Leased Premises as described herein, Tenant shall possess a non-exclusive right of ingress and egress to and from the Leased Premises as may be necessary on through areas designated by the City, subject to Golf Course rules and regulations, including security regulations, as may be amended from time to time, provided that Tenant's exercise of such right shall not impede or interfere unduly with the operation of the Golf Course by City, its patrons and other authorized occupants.
- G. Tenant shall also have the right to the use of reasonably adequate parking facilities for its employees, which facilities shall be located in an area designated by the City for employee parking. Only Tenant employees working pursuant to this Agreement shall use the employee parking facilities.
- H. City shall have the right to enter upon the Golf Course, including the Leased Premises, at all times for any purpose, including without limitation, inspecting the Golf Course or the Leased Premises or for making improvements or repairs thereto or thereon.
- I. Tenant shall not place or install any racks, stands or other display of merchandise or trade fixtures in any Golf Course property outside the Leased Premises without the express prior written consent of City.
- J. Tenant acknowledges and agrees that City shall have the right at all times to change, alter, expand, and contract the Golf Course. Notwithstanding the foregoing, any changes that will affect the Leased Premises, except changes

needed for immediate health and safety reasons, will be made after first providing Tenant with at least sixty days (60) notice and an opportunity to consult and collaborate. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that the Golf Course (i) may from time to time hereafter undergo renovation, construction, and other modifications; and (ii) the City may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Tenant's business.

- K.** City will, in its sole discretion, maintain the Golf Course, establish and enforce Golf Course rules and regulations, temporarily close portions of the Golf Course for maintenance purposes, and make changes to the Golf Course including changes in the location of driveways, entrances, exits, parking spaces, parking areas, and the direction of the flow of traffic.
- L.** Notwithstanding Section 1.J above, Tenant hereby waives all claims against City and releases City from all losses that Tenant may suffer or incur arising out of or in connection with any changes to the Golf Course or any portion of the Golf Course, including the Leased Premises, and Tenant further agrees that Tenant will not be entitled to any rent abatement or any other rent relief in connection with said changes.
- M.** Tenant shall not make any alterations, additions, or other improvements to the Leased Premises or any part thereof, without first obtaining the written consent of City. Authorized alterations, or additions, and/or other improvements, including replacements of equipment, shall be made at Tenant's sole cost and expense. Alterations, additions, and other improvements which are part of the structure or a fixture to the structure shall become the property of City at the expiration or termination of this Agreement. Tenant is responsible for ensuring that all required permits are issued prior to any such alterations, additions or other improvements. Any permits required for such alterations, additions and/or improvements shall be at Tenant's sole cost and expense. Tenant shall not have the right to create or permit the creation of any lien attaching to interest in the Leased Premises as a result of any construction, alterations or additions. Nothing in this Agreement shall be interpreted as granting City approval or consent for any permits, development orders, licenses or other certifications that may be required by law.
- N.** Upon sixty (60) days advance written notice by Tenant to City, and written approval by City, which approval shall be not be unreasonably withheld, Tenant may use the greens in front of the Leased Premises for events. Such use must not negatively impact golf operations.
- O.** Upon request by City, Tenant will provide access to City to review the Tenant's most recent annual report including a statement of revenues and expenses (detailed by revenue and expense line item), a balance sheet and a statement of cash flows, all certified as true and correct by the preparer, within 30 days of City's request. Further, upon City request, Tenant will provide the City with access to review Tenant's completed tax returns for the period of time during the Term of this Agreement.

- P. Tenant must provide employees to accept all deliveries for Tenant's operation. City staff is not authorized to accept deliveries on behalf of Tenant.

2. Concession Rights Granted

- A. For and in consideration of the prompt payment of the compensation to City as hereinafter provided, City hereby grants to Tenant, subject to all of the terms and conditions herein, the exclusive right and obligation to operate and maintain the food and beverage services operation as set forth herein.
- B. Tenant shall not use nor permit the Leased Premises to be used for any purpose other than as set forth herein except with the prior written consent of City, nor for any use in violation of any applicable present or future law, ordinance, rule or regulation of any governmental authority, agency, department or officer thereof.

3. Tenant Responsibilities and Standards of Conduct

- A. Tenant shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the Tenant under this Agreement as well as the conduct of its staff, personnel, employees, and agents.
- B. Tenant shall maintain standard business practices as outlined in the Tenant's business plan, attached hereto and incorporated herein as Exhibit "C".
- C. Tenant shall have an experienced manager on the Leased Premises at all times Tenant is open for business.
- D. During the term of this Agreement, Tenant must maintain its own liquor license.
- E. If the City determines that any employee or representative of Tenant is demonstrating improper conduct inconsistent with the requirements of this Agreement, has engaged in criminal activity, or is otherwise interfering with golf course operations, the City shall so notify the Tenant in writing. Tenant shall immediately remove such employee or representative of the Tenant from the Leased Premises.
- F. Tenant agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services and rights granted hereunder. All equipment, devices, and material, utilized by Tenant, shall be installed and used in accordance with the listed limitations and the manufacturers' instructions.
- G. Tenant shall ensure that all services hereunder are provided after the Tenant has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents from all applicable federal, state and local agencies.
- H. Tenant shall be open for service to the public seven days a week for a minimum of 8 hours a day. Service to the public shall not extend past 11:00 p.m. Operations may be closed for Thanksgiving and December 24 and December 25.

Such closures shall be noticed to the public no less than one week in advance. Tenant shall coordinate with the City for a minimum of one period of reduced operations annually that is not less than five calendar days for performance of scheduled maintenance required by City and Tenant.

- I. Tenant will pay 50% of the water and sewer utility costs for the Clubhouse only. City will bill Tenant the cost for water and sewer utilities on a monthly basis and Tenant shall pay half of the cost to the City within 30 days. If in the future water and or sewer for the Leased Premises become metered Tenant will be responsible for actual cost. Electric consumption for the Leased Premises will be metered and billed to Tenant. Tenant is responsible for all other utilities including, but not limited to, propane, telecom, internet and any facility/food and beverage reservation system for the Leased Premises.
 - J. Tenant is responsible for required inspections of any fire suppression equipment and range hood inspections within the Leased Premises.
 - K. Tenant will install and maintain an under sink grease interceptor. All grease interceptor cleanings, pick up and maintenance, including the under sink grease interceptor and the larger grease interceptor outside of the Clubhouse on Golf Course property, are the responsibility of Tenant.
 - L. City will provide solid waste removal for the Leased Premises. Tenant is responsible for transferring its refuse from the storage area to the dumpster located at the Golf Course maintenance building at the close of business each day. Tenant shall ensure that there is no refuse in the storage area adjacent to the Clubhouse remaining overnight. City may provide use of City golf utility vehicles during Golf Course business hours for the purpose of transferring the refuse, if such vehicles are available. After Golf Course business hours and when not available during Golf Course business hours, Tenant is responsible for its method of transferring the refuse. Further, repairs or replacement of City golf utility vehicles resulting from damage caused by Tenant's use of the City golf utility vehicles shall be at Tenant's sole cost and expense.
 - M. Live music is permitted between the hours of 10 a.m. – 10 p.m. on Friday and Saturday. All other days live music is permitted between the hours of 12 p.m. – 8 p.m. Tenant may extend these hours upon written approval by City. Live music may not exceed a volume considered disruptive, as determined by City, to golf course operations and the neighboring residential uses.
 - N. Tenant and City agree to meet on a quarterly basis to discuss and coordinate services and upcoming events.
4. **Rent.** Tenant shall compensate the City on a monthly basis for the Leased Premises beginning on March 1, 2023 at a rate of \$9.00 per square foot; equivalent to \$1,498.50 monthly and \$17,982 annually. Rent thereafter shall be due on the first day of each month. Each year thereafter on March 1st the annual rental rate shall be increased by 3.0%.

5. Term and Termination.

- A. Unless sooner terminated in accordance with the terms of this Agreement, this Agreement shall continue in effect for five (5) years ("Term") commencing on March 1, 2023, with an option to renew for an additional five year period upon mutual agreement in writing of Tenant and City.
- B. In the event that Tenant, without request or objection by City, shall continue to occupy the Leased Premises beyond the Term of this Agreement, such holding over shall not constitute a renewal of this Agreement, but shall be considered a month-to-month tenancy only upon all terms and conditions of this Agreement. No such holdover shall be deemed to operate as renewal or extension of the Term. Such month-to-month tenancy may be terminated by City or Tenant by giving thirty (30) days' written notice of said termination to the other party at any time. Tenant will have no rights to renew or extend the term of this Agreement.
- C. City shall have the right to terminate this Agreement for material breach by way of a written notice, in the event Tenant defaults on any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of default. Notwithstanding the foregoing, City shall have the right to immediately terminate without the thirty (30) day cure period, should Tenant be shut down by the State health department, or other authorized health and safety authority, except if the shutdown is due to structural reasons or other reasons not the fault of Tenant. Material breaches of this Agreement include but are not limited to, (i) failure to pay rent and applicable taxes within thirty (30) days of the due date, (ii) insolvency, abandonment/vacancy of the Leased Premises for a period of thirty (30) consecutive days, (iii) conviction of any principal, manager, officer or director of Tenant of a felony, (iv) failure to maintain the required insurance coverage as per Section 7 of this Agreement (v) subletting the Leased Premises (vi) appointment of a receiver over the Tenant's assets and (vii) failure to follow Tenant's business plan.
- D. Upon receipt of a notice for any termination herein, the parties shall cooperate with each other and use all commercially reasonable efforts to affect a smooth transition process. Tenant shall return and make available to City all supplies, equipment, materials, inventory, fixtures and other property provided by City to Tenant and vacate the Leased Premises before the date indicated in the notice of termination. Tenant may take any equipment that it purchased by Tenant for use at the Leased Premises. However, if Tenant determines to sell the equipment, it shall give City first right of refusal to purchase any or all such equipment at the then current market value.

6. Indemnification

- A. Tenant shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Tenant, its agents, servants, officers, officials, employees, or subcontractors. This obligation shall survive the termination or expiration of this Agreement.

- B. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.
- C. In claims against any person or entity indemnified under this Section by an employee of Tenant or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Tenant or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

7. Bonds and Insurance

- A. Tenant, at its sole cost and expense, shall, at all times, maintain insurance and bonds as set forth in Exhibit B Insurance Requirements
- B. If Tenant fails to maintain the required bonds and insurance coverage and City does not elect to obtain the necessary coverage on Tenant's account, the City may deny Tenant entry to the Golf Course and may treat such failure to maintain insurance coverage as an immediate voluntary termination of this Agreement by Tenant.

8. **Notice** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Tenant at the following address:

To City at the following address:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

9. E-Verify Registration and Use

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Tenant shall register with and use the U.S. Department of Homeland Security's E-

Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Tenant employees hired on and after January 1, 2021.

B. Subcontractors

(i) Tenant shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Tenant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Tenant shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.

C. Tenant must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Tenant stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to City. Tenant shall be liable for all costs incurred by City to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

10. Public Records

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If Tenant is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Tenant shall:

(i) Keep and maintain all public records required by City to perform the Services herein; and

(ii) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if Tenant does not transfer the records to City; and

(iv) Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Tenant or keep and maintain public records required by City to perform the Services herein. If Tenant transfers all public records to City upon completion of the Agreement, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tenant keeps and maintains public records upon completion of the Agreement, Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format compatible with the information technology systems of City.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to City. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, Tenant shall fully indemnify and hold harmless City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Tenant's failure to comply with these requirements.

C. IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

11. Miscellaneous

A. Assignment or Subletting. Tenant shall not assign this Agreement, any rights under this Agreement or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City. Tenant is expressly prohibited from subletting the Leased Premises.

B. Choice of Law, Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida. City and Tenant, in the event of litigation under this Agreement, hereby waive, to the fullest extent permitted by law, any right to a trial by jury.

C. Entire Agreement. As of the Effective Date above, this Agreement constitutes the entire understanding between City and Tenant and hereby replaces the prior Concession Agreement between the parties dated September 1, 2017. Neither this Agreement nor any provision hereof may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any such change, modification, or amendment is sought.

D. Force Majeure Neither party shall be considered in default of performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by the following force majeure events ("Force Majeure Events: (a) acts of God; (b) flood fire, hurricanes, or forced closure due to a pandemic; (c) war, invasion, terrorist attacks or riots (d) government order or law; (e) national or regional emergency; and (g) other events beyond the reasonable control of the impacted party. If the Leased Premises are not usable as a result of a Force Majeure Event, the Lease Fee shall be abated until the Leased Premises is capable to return to use.

E. Legal Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the

prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney fees (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. This provision shall survive the termination or expiration of this Agreement.

- F. No Joint Venture or Partnership.** Nothing contained in this Agreement shall create or be deemed to create any partnership or joint venture relationship between City and Tenant, nor be construed to give City any interest in the business of Tenant, and Tenant shall have no power or right to obligate or bind City in any manner whatsoever.
- G. No Waiver.** In the event Tenant shall fail to perform any of the terms or conditions of this Agreement, City shall have all equitable and legal rights and remedies permitted by law, including, without limitation, the right to terminate this Agreement effective immediately. No waiver by City of any default or breach of this Agreement shall be considered a waiver of any other or subsequent default or breach.
- H. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

TENANT

CITY

CITY OF PALM COAST

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Denise Bevan

Title: City Manager

Date: _____

DRAFT

Exhibit A Description of Leased Premises

Leased Premises:

The Leased Premises located at the Palm Harbor Golf Course Clubhouse, 100 Cooper Lane, Palm Coast, Florida 32137, and includes the restaurant, made up of the indoor dining room with bar, the indoor kitchen, kitchen office and the outdoor patio. There is also an approximate 21' long by 5' wide outdoor fenced-in storage location adjacent to the west side of the Clubhouse included in the Leased Premises along with an additional private locked storage room of approximately 10' by 12' in the Golf Maintenance building. The legal capacity for the indoor dining room is 78 pursuant to the Fire Marshall's Capacity Rating.

Square Footage

For pricing purposes, the square footage of the Leased Premises is 1998 square foot as follows:

AREA	GROSS SQ. FT.	% DISC	ADJ SQ. FT.
Kitchen Office – 8.5'X14'	119	0%	119.00
Indoor Dining – 22'X31'	682	0%	682.00
Kitchen – 14.5'X29'	420.5	0%	420.50
Patio – 19.5'X67'	1306.5	50%	653.25
Bar – 8.5'X14.5'	123.25	0%	123.25
Fenced storage area – 5'X21'	105	100%	0.00
Maintenance Garage storage closet – 8'X12'	96	100%	0.00
		TOTAL	1998.00

**EXHIBIT B
INSURANCE AND BOND
REQUIREMENTS**

1. GENERAL REQUIREMENTS.

- 1.1. Prior to performance under this Agreement, Tenant shall furnish City with a Certificate of Insurance evidencing the Property and Casualty (an all-risk policy for full replacement value of all Leased Preises improvements, structures, equipment and personal property, Liquor Liability Insurance, Pollution Liability Insurance, Workers' Compensation/Employer's Liability, Commercial General Liability, and Automobile Liability Insurance. The City, its officials, officers, and employees shall be named Loss Payee under the Property and Casualty Insurance and Additional Insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the City shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. The insurance provided by Tenant shall apply on a primary basis and any other insurance or self-insurance maintained by the City or the City's officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the Tenant. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2. Tenant waives all rights against City for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3. Compliance with the insurance requirements set forth herein shall not relieve Tenant, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.4. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2. COVERAGE AMOUNTS.

2.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover Tenant for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)

\$500,000.00 (Disease-Policy Limit)

2.2. Commercial General Liability.

LIMITS

General Aggregate (per project)	\$2,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

2.3. Automobile Liability Insurance.

LIMITS

Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

2.4. Liquor Liability Insurance

LIMITS

\$1,000,000.00

2.5. Pollution Liability Insurance

LIMITS

\$1,000,000.00

2.6. Property and Casualty (an all-risk policy for full replacement value of all Leased Premises improvements, structures, equipment and personal property)

3. Bonds

Comprehensive Dishonesty, Destruction and Disappearance (3-D Bond): Tenant shall obtain and maintain throughout the term of this Agreement (including any renewal period) a 3-D Bond, or equivalent, in an amount not less than Two Hundred Thousand Dollars (\$200,000.00), or limit carried, whichever is greater, from a surety or insurance company authorized to conduct business in the City acceptable to the City covering as a minimum Depositor's Forgery and all employees who may handle funds or property in connection with the Golf Course.

**EXHIBIT C
BUSINEES PLAN**

DRAFT