

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	February 4, 2020	[] Consent [] Ordinance	[X] Regular [] Public Hearing	
Department:	Facilities Developmer	nt & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Concessionaire Lease Agreement with Ultimate Bakery & Pastry, Inc., a Florida corporation, for the operation of a food service concession at the County's Vista Center 2300 Building for a term of five (5) years at a rental rate of \$6,000/year (\$500/month) or 7.5% of the gross sales, whichever is greater.

Summary: The Vista Center food and beverage concession has been operated since January 1, 2007, pursuant to a Concessionaire Lease Agreement (R2006-77) with Robert Weatherbee, d/b/a Subdivision, and extended on a month-to-month basis since December 31, 2019. In December 2018, a RFP for the operation of the food service concession was issued but no proposals were received. In September of 2019, a new RFP was issued. Proposals were received from Big Lock Mobile Kitchen LLC (Big Lock) and Ultimate Bakery & Pastry, Inc. (Ultimate Bakery). On December 19, 2019, a Selection Committee reviewed the proposals, ranked Ultimate Bakery as the highest, and recommended awarding of the concession to Ultimate Bakery. The annual rent is \$6,000/year (\$500/month), or 7.5% of gross sales, whichever is greater. Ultimate Bakery will provide staffing, provisions, vending machines, and free delivery services of food and beverage to the County's 2300 Building and other surrounding County offices (Operation and Support Centers). The term of the Concessionaire Lease Agreement is for five (5) years, with two 2-year options to extend. Ultimate Bakery has provided the required \$5,000 security deposit. The Property and Real Estate Management Division (PREM) will manage and administer the Concessionaire Lease Agreement. (Property & Real Estate Management) District 2 (HJF)

Background and Policy Issues: The RFP for the Vista Center food and beverage concession was advertised on PREM's website, Channel 20's Community Bulletin Board, the Palm Beach Post on September 29, 2019, and October 6, 2019, and was available through Purchasing's Vender Self Service system. The evaluation criteria set forth in the RFP were: Operational Plan and Business Plan (20 pts); Food Services (20 pts), Experience/Qualifications (20 pts); Revenue (10 pts); Financial Ability (10 pts); Small Business Enterprise (15 pts), and Local Business (5 pts). On October 18, 2019, a mandatory preproposal conference was held to explain the RFP. On November 20, 2019, two (2) proposals were received from, Big Lock and Ultimate Bakery.

Continued on Page 3

Attachments:

- 1. Location Map
- 2. Selection Committee Meeting Minutes
- 3. Concessionaire Lease Agreement (2)
- 4. Budget Availability Statement
- 5. Disclosure of Beneficial Interests

Recommended By:	Anny Work	1/10/2020
-	Department Director	Date '
Approved By:	Rysade	1/24/2026
	County Administrator	Date/

II. FISCAL IMPACT ANALYSIS

Α.	Five Year Sumn	nary of Fi	scal Impact:						
Fisca	al Years		2020	2021	2022	2023	2024		
Oper Externology Prog	tal Expenditures rating Costs rnal Revenues ram Income (Coun ind Match (Coun	unty)	<u>(\$3,000.00)</u>	(\$6,090.00)	(\$6,272.70)	<u>(\$6,460.86)</u>	<u>(\$6,654.84)</u> 		
NET	FISCAL IMPA	CT	(\$3,000.00)	(\$6,090.00)	(\$6,272.70)	(\$6,460.86)	(\$6,654.84)		
	DITIONAL FTE ITIONS (Cumula								
Is Ite	em Included in C	urrent Bu	ıdget: Y	es	No <u>X</u>				
Does	this item include	the use o	of federal f Y	es	No <u>X</u>				
Budg	et Account No:	Fund	<u>0001</u> 1	Dept <u>800</u>	Unit <u>8001</u>	Revenue Source Code	<u>6225</u>		
	\$5,000.00	Deposit h	Program _ eld in Fund 7	001; BSA 220	00; SBSA 5432	2			
 B. Recommended Sources of Funds/Summary of Fiscal Impact: The term of the Concessionaire Lease Agreement is for five (5) years with two 2-year options to extend. The guaranteed annual rent is \$6,000/year (\$500.00/month), or 7.5% of gross sales, with annual 3% increases. Assumed annual rent of \$6,000/year and a rental commencement date of March 1, 2020. Fixed Assets Number N/A C. Departmental Fiscal Review: III. REVIEW COMMENTS 									
A	OEMD E	1/	4 4 T D 1	4.0	4.				
A.	OFMB Fiscal and OFMB OFMB OFMB	1/15/20	•		velopment and	Control	16/2000		
В.	Legal Sufficienc	y:		, ,					
	Assistant County	Attorney	1/23/20						
C.	Other Departme	ent Reviev	w:						
	Department Direction	ctor							

This summary is not to be used as a basis for payment.

Background and Policy Issues (cont'd. Page 3):

On December 19, 2019, a Selection Committee (consisting of one representative each from Engineering and Public Works, Contract Development & Control, Financial Management & Budget, Office of Equal Business Opportunity, Planning, Zoning and Building, Environmental Resources Management, and Facilities Development and Operations) discussed the proposals at length.

Operational/Business Plan & Food Service

Ultimate Bakery proposed a menu with a wide selection of foods including healthy, vegan and gluten free products and daily special choices at lower pricing points, offering a fixed price weekly food plan, and discounts on take home dinners purchased after 2:30 p.m. Ultimate Bakery is acquiring the existing kitchen equipment from the current concessionaire, reducing the down time between concessionaires. Ultimate Bakery will provide free delivery for orders received prior to 11:00 a.m. Ultimate Bakery is proposing to install a 220 volt bakery oven next to the existing grill to provide fresh pastries, breads and pizza, two (2) soup kettles will be placed on existing counters and a new menu board will be installed. Ultimate Bakery will operate the concession from 7:00 a.m. to 3:00 p.m. on days the building is open to the public and continue to provide and service vending machines at all locations within Vista Center.

Big Lock offered few vegan and gluten free products and the breakfast options were at slightly higher prices. The menu did not include clear pricing on the products, and stated within the narrative that employees would be permitted to design the menu. Big Lock did not identify if it was supplying vending services, did not outline operating hours and is offering to provide deliveries via third parties such as Grubhub or Uber Eats and the cost for deliveries was not identified. Big Lock is registered with the State as an LLC but, referenced a sole proprietorship in the narrative. Staff informed the Selection Committee Big Lock identified its principle as the chef in charge of every aspect of the business and we must assume Big Lock was referring to "sole proprietor" being a one man operation, rather than the corporate structure of the business.

Experience and Qualification

Ultimate Bakery, Peter Torocsik principle/owner has been in the food service industry for over 30 years with experience in providing concession, restaurant and banquet services with locations in Budapest, New York, Boca Raton and Boynton Beach. Ultimate Bakery currently provides concessionaire services at two City of Boynton Beach locations: The Links Golf Course and Oceanfront Park. Ultimate Bakery has provided services at the Broward County Sheriff's Office cafeteria and was contracted to supply emergency food services to the cities of Palm Beach Gardens, Fort Lauderdale, Miami, and Boynton Beach. Ultimate Bakery provided business references that related to its food services which were verified as supportive.

David Lockhart, principle/owner, established Big Lock as an LLC in 2010 and specializes in Soul Food, Seafood, and BBQ and services several locations via a mobile kitchen (food truck). Big Lock was confirmed as an OBEO qualified company. Big Lock has provided concession and catering services to numerous not-for-profit businesses, festivals, green markets, and at the Sunfest event. No experience for a fixed base location was provided in the response nor were business references.

Revenue Proposal

Respondents were required to provide an amount of proposed revenue with no minimum annual rental amount with 3% annual increases. Clarifications of annual rents were submitted by both proposers. Big Lock confirmed an error in placing a monthly amount of \$1,025 in the annual rent line of the lease and is offering \$12,300/year. Ultimate Bakery confirmed it placed \$6,000/year in the annual rent line of the lease but is offering \$6,000/year, or 7.5% of gross sales, whichever is greater as provided for in the narrative section of Ultimate Bakery's proposal. The Concessionaire Lease Agreement was modified to support Ultimate Bakery's or 7.5% gross revenue option and added monthly accounting forms and requirements for annual certified accountant review and confirmations.

Proposed revenue points were assigned as follows: Big Lock \$12,500/yr. with 3% annual increases (10 pts); Ultimate Bakery. \$6,000/year, or 7.5% of gross, whichever is greater, with 3% annual increases. (4.9 pts).

Background and Policy Issues (cont'd. Page 4):

Financial Ability

Both respondents provided less than the requested information for review. Ultimate Bakery provided a one-year profit and loss statement but, was deemed sufficient by the Selection Committee to conclude they are financially capable of funding the operations as proposed. Big Lock provided a one-month statement from an online credit card processing company. The Selection committee felt it was insufficient to conclude it was financially capable of funding the operations as proposed.

Small Business Enterprise

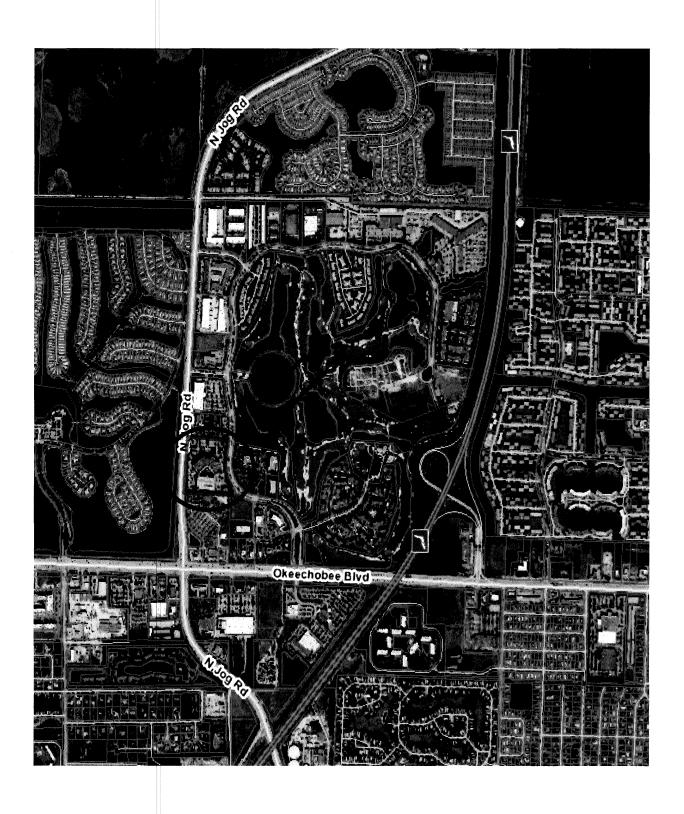
Big Lock was eligible and received 15 points as assigned by OEBO's evaluation compliance review. Ultimate Bakery has registered with OEBO but, its application review was not completed prior to the bid deadline, and they were not eligible to receive points.

Local Preference

Ultimate Bakery was eligible to receive local preference points, and 5 pts were applied to their score. Big Lock was not eligible as they received the Small Business Enterprise rating, and no local preference points were applied to its score.

The Selection Committee members unanimously ranked Ultimate Bakery and Pastry Inc.'s proposal as the highest. The initial term for this Concessionaire Lease Agreement is for five (5) years, with two (2) successive renewal periods of two (2) years each. The annual rent is \$6,000 per year, or 7.5% of gross, whichever is higher and includes annual 3% adjustments to the annual rent.

Ultimate Bakery and Pastry, Inc. provided the Disclosure of Beneficial Interests attached hereto as Attachment #5 and identifies Peter Torocsik as owning 100% interest.



LOCATION MAP



Attachment #1 Page 1 of 1

Meeting Minutes Selection Committee

RFP No. 2019-105-RCB Vista Center Food & Beverage Concession

> December 19, 2019 2633 Vista Parkway West Palm Beach, FL

I. Call To Order

Richard B. Called the meeting to order at 2:02 p.m. and a recording was made

II. Attendance

Selection Committee Members Present:

Alexis Willhite, Director Administrative Services, Engineering and Public Works Irwin Jacobowitz, Director, Contract Development and Control Financial Management and Budget Allen F. Gray, Small Business Development Manager, Office of Equal Business Opportunity Denise Parker, Planning, Zoning and Building Support Specialist Planning Zoning and Building Sandra E. Feliciano, Contract/Grants Coordinator Environmental Resources Management Richard Bogatin, Property and Real Estate Management. FD&O

Others Present:

Ms. Margaret Jackson, Real Estate Contract Analyst, PREM

Mr. Peter Torocsik, Ultimate Bakery & Pastry, Inc.

Mr. Ross C. Hering, Director, PREM, (partial meeting attendance)

- III. Conflict of Interests None stated.
- IV. Florida Statutes, Section 286.0114

Richard Bogatin read FS Section 286.0114 identifying the public is given a reasonable opportunity to be heard during a selection committee meeting, comments are not to be considered presentations by a proposer, and individuals are afforded 2 minutes to speak. Richard Bogatin called for public comment.

Mr. Peter Torocsik introduced himself and thanked the committee for the opportunity to bid on the concession services.

Evaluation scoresheets for both Big Lock Mobile Kitchen and Ultimate Bakery & Pastry, Inc. and the November 25, 2019 OEBO compliance review were distributed to each member. Copies of the responses and evaluation matrix's were made available and provided at member's requests.

V. Establish Chair of Selection Committee

A motion was made by Irwin Jacobowitz, seconded by Alan Gray to appoint Alexis Willhite as Chairperson and was approved 5-0-1 abstaining (Willhite).

VI. Discussion of Proposals

Proposals were received from: Big Lock Mobile Kitchen LLC and Ultimate Bakery & Pastry, Inc.

After discussion of the proposals review of the evaluation matrix identifying the minimum requirements for responsiveness, the deficiencies of each proposal and the clarifications of annual rents as submitted by both proposers. Big Lock Mobile Kitchen confirmed an error in placing a monthly amount of \$1,025 in the annual rent line of the lease and it is offering \$12,300/yr. Ultimate Bakery and Pastry, confirmed it placed \$6,000 per year in the annual rent line of the lease but is offering \$6,000/yr., or 7.5% whichever is greater as provided for in its narrative section of the proposal. A suggestion to proceed in scoring both proposals regardless of its deficiencies and accepting the rental clarifications provided was made.

A motion made by Richard Bogatin seconded by Denise Parker to determine both proposals as responsive and each to be scored on the information and clarifications provided was approved 6-0.

Richard Bogatin, read each of the criteria's to be evaluated and the amount of points applied to each. Each member is to rank each response and its criteria individually and then total the number of points. Upon completion the members will place a ranking of #1 or #2 on the first page of each sheet to identify its highest ranked choice.

Big Lock Mobile Kitchen LLC (BLMK) response was reviewed first in a roundtable type discussion on each evaluation criteria. Mr. Jacobowitz raised issue with the corporate structure being a sole proprietor or LLC, or Corporation. It was determined poor formatting as BLMK is registered with the State as an LLC, and should be reviewed as such. The error of placing Inc. on the scoresheets was by Staff and should be corrected. Committee Members identified shortcomings in the menu diversity, limited healthy choices, confusing pricing structure, lack of sufficient financial information, no specific operational hours, no references provided, no specifics on the cost of food delivery, nor how the kitchen equipment would be provided and BLMK did not address providing vending machines. Each member then totaled the BLMK evaluation scoresheet and set it aside.

Ultimate Bakery and Pastry (UB&P) was then reviewed in the same roundtable type fashion. Discussions by the committee members identified only one year of financial records was submitted when two were required. Members identified the advantage in UB&P acquiring the existing equipment from the current vendor in easing the transition and reducing down time between concessionaires. Positive comments included the diversity of the menu, several healthy choices, free delivery, after 2:30 discounts on take home dinners, a one price weekly food plan and the completeness of the UB&P's response including food photos and complementary letters identifying UBP's experience. References provided were verified as supportive and reference check sheets were circulated. Each member then totaled UB&P evaluation scoresheet.

Upon completion of the reviews and totaling the points, the members placed a ranking of #1 or #2 on the first page of each sheet to identify its highest ranked choice and passed them to Bichard Bogatin to be tallied.

All members had ranked Ultimate Bakery and Pastry, Inc. Number one, and Big Lock Mobile Kitchen LLC as Number 2.

VII. Selection Committee Recommendation

A motion was made by Irwin Jacobowitz and seconded by Sandra Feliciano to recommend the Board of County Commission award RFP 2019 -105-RCH Vista Center Food & Beverage Concession to Ultimate Bakery and Pastry, Inc. subject to the timely submittal of the \$5,000.00 deposit. Should Ultimate Bakery and Pastry, Inc. fail to deliver the deposit the committee would then recommend Big Lock Mobile Kitchen LLC the second ranked candidate for the award. The motion was approved 6-0.

NOTE: the overall total points and ranking for the proposals are calculated as follows:

- 1 Ultimate Bakery and Pastry, Inc. Total points 396.4, and
- 2 Big Lock Mobile Kitchen LLC Total points 305.

Meeting adjourned and recording stopped at 3:11pm Richard Bogatin, Recorder

CONCESSIONAIRE LEASE AGREEMENT

WITNESSETH:

WHEREAS, County is the owner of certain real property, including the improvements located thereon, as more specifically described hereinafter and as shown in the aerial photograph of the Vista Center 2300 Building (the "Building") and the Operation & Support Centers attached hereto as Exhibit "A", (collectively the "Vista Center") a portion of which Concessionaire desires to use for operation of a concession; and

WHEREAS, Concessionaire has demonstrated experience as a food services concessionaire; and

WHEREAS, Concessionaire was selected through the competitive proposal process to use such property and improvements for the provision of food services through a Request for Proposal the terms and conditions of which are hereby by reference incorporated into this Agreement; and

WHEREAS, Concessionaire has indicated a willingness and demonstrated the ability to properly finance, operate, and manage said activities in accordance with the terms of this Agreement; and

WHEREAS, County is willing to allow such property and improvements to be used by Concessionaire for the uses set forth herein.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC AGREEMENT PROVISIONS

Section 1.01 Premises

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Concessionaire to be observed and performed, the County provides to the Concessionaire, and Concessionaire accepts from County, the concession area designated on Exhibit "A-1" attached hereto and made a part hereof (the "Premises") for the provision of food services (the "Concession"). The Premises consists of a lunchroom area (the "Lunchroom") and is located within the Building.

The County reserves the right to make such amendments, changes and revisions to the configuration of the Premises and Building as County, in its sole discretion, may deem proper. Construction may at times impact the operation of this concession. The County, at its option, reserves the right, at any time and County's expense, to relocate Concessionaire's facilities within the Premises into another space of similar square footage in the Building. In the event that Concessionaire does not agree to the relocation as provided herein, this Agreement shall be automatically terminated and the parties hereto shall be relieved of all further obligations hereunder; County shall not be liable to Concessionaire for any damages as a result of such termination.

Section 1.02 Lunchroom

County hereby grants Concessionaire a non-exclusive revocable license to use the Lunchroom. If County revokes such license or reduces the size of or otherwise modifies the Lunchroom, County shall not be subject to any liability nor shall Concessionaire be entitled to any compensation or diminution or abatement of Rent, nor shall such revocation, modification or diminution of the Lunchroom be deemed constructive or actual eviction.

The County shall supply the tables, chairs and other furniture required for the Lunchroom. All County furniture in the Lunchroom shall at all times be subject to the exclusive control and management of County, and County shall have the right from time to time to change the areas, locations and arrangement of the furniture.

Section 1.03 Parking

County shall assign to Concessionaire the use of a maximum of two (2) parking passes for unassigned spaces in the parking garage, subject, however, to Concessionaire's compliance with all rules and regulations relating to parking as reasonably established by the County, and as same may be modified or amended from time to time. Concessionaire shall furnish County with the names of those persons authorized by Concessionaire to use the two (2) parking passes, as well as the license plate number(s), vehicle make and model, and any other pertinent information as required by the County for the purpose of authorizing and assigning the use of parking passes in the parking garage. Concessionaire shall pay the standard designated fee for the parking card. This fee is currently \$10.00 and is refundable upon return of the parking cards. Concessionaire shall reimburse the County for the cost of replacing any lost cards. The current rules and regulations are attached as Exhibit "B" of this Agreement.

Section 1.04 Use of Common Areas

The use and occupation by Concessionaire of the Premises shall include the non-exclusive use, in common with others entitled thereto, of the Common Areas (as hereinafter defined) as such Common Areas now exist or as such Common Areas may hereafter be altered or constructed for the benefit or as a part of the Building, subject however to the terms and conditions of this Agreement and to the rules and regulations in Exhibit "B" for the use thereof as same may be modified from time to time by the County. In the event of a conflict between Exhibit "B" and this Agreement, the Agreement shall control. Concessionaire shall not use the common areas for storage, food preparation or cleanup or any other purpose other than the purpose for which the area was designed or is designated.

Section 1.05 Control of Common Areas by County

All areas within the exterior boundaries of the Building which are not now or hereafter held for Lease or occupation by County or used by other persons entitled to occupy floor space in the Building including, without limiting the generality of the foregoing, all automobile parking areas, loading docks, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, open and enclosed courts and other areas and improvements provided by County in or near the Building for the general use, in common, by County, its employees and customers (herein collectively called "Common Areas") shall at all times be subject to the exclusive control and management of County, and County shall have the right from time to time to change the areas, locations and arrangement of parking areas and other Common Areas and to restrict parking by Concessionaires, their officers, agents and employees to employee parking areas and to enforce parking charges.

County shall have the right to close all or any portion of the Common Areas to such extent as may, in the opinion of County's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business and/or in the interest of public safety, the County shall determine to be advisable with a view to the improvement of the convenience and use

thereof by County, its employees, Concessionaires and their customers. County shall have the full right and authority to employ all personnel and to make all rules and regulations as County may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Common Areas.

Section 1.06 Length of Term and Commencement Date

The Agreement shall commence upon the Effective Date, as defined herein, and shall extend for a period of five (5) years thereafter from the Commencement Date, as defined herein, (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. Concessionaire shall open its concession for business on the Premises within 30 days after the Effective Date (the "Commencement Date"). The Commencement Date is intended to be the first day Concessionaire opens its concession for business on the Premises. The exact Commencement Date shall be established by written notice from Concessionaire to the Property Real Estate and Management Division (PREM) at least three (3) business days in advance of the anticipated Commencement Date.

Notwithstanding the above, if Concessionaire is unable to open the concession for business 30 days after the Effective Date, County shall have the option, at its sole discretion, to (i) establish the Commencement Date by written notice to Concessionaire; ii) extend the deadline for Concessionaire's opening of the concession for business; or iii) declare Concessionaire's failure to open the concession for business within the prescribed time to be an Event of Default by Concessionaire under Section 13.01 herein, in which event County shall have all remedies available to it under this Agreement. Notwithstanding the foregoing, in the event County elects to establish a Commencement Date and rent is received from Concessionaire prior to the opening of the concession for business, County shall not be precluded from later declaring Concessionaire's failure to open its concession for business an Event of Default if the concession does not open for business by the new deadline established by County.

Section 1.07 Option to Extend

County hereby grants to Concessionaire, provided Concessionaire is not then in default of this Agreement, the right and option to extend the Term of this Agreement for two (2) successive periods of two (2) years each under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. Concessionaire shall exercise its first extension option, if at all, by written notice to the County received by the County no sooner than one hundred fifty (150) days but no later than ninety (90) days prior to the expiration of the initial Term of this Agreement, which option shall be subject to approval by the Board of County Commissions in its sole discretion. Concessionaire shall have the right to exercise its second extension option, if at all, by written notice to the County received by the County on or before ninety (90) days prior to the expiration of the first renewal term. Failure of Concessionaire to duly and timely exercise its option to extend the Term of this Agreement shall be deemed a waiver of Concessionaire's right to said extension option and all further extension options.

Section 1.08 Excuse of County's Performance

Anything in this Agreement to the contrary notwithstanding, the County shall not be deemed in default with respect to failure to perform any of the terms, covenants and conditions of this Agreement if such failure to perform shall be due to any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the County.

Section 1.09 Customer Service

Concessionaire shall place a sign in a visible location in the Premises, at least $8\frac{1}{2}$ " x 11", with the following wording in 20 point or larger font:

This business occupies space leased from Palm Beach County. If any customer cannot resolve any customer complaint with the business owner, they may forward the details of their complaint, in writing, to: Director, Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Bach, FL 33411.

Concessionaire shall work diligently to resolve customer complaints regarding food service or other issues.

Section 1.10 Amount of Deposit

Concessionaire, has deposited with the County the sum of Five Thousand Dollars and no/100 (\$5,000.00) as security for the full, faithful and timely performance of each and every term, covenant and condition to be performed by Concessionaire under this Agreement (the "Security Deposit"). The Security Deposit may be commingled with other funds of County, and County shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Concessionaire to keep and perform any of the terms, covenants and conditions of this Agreement to be kept and performed by Concessionaire, then the County, at its option, may appropriate and apply said Security Deposit, or so much thereof as County may deem necessary, to compensate the County for all loss or damage sustained or suffered by County due to such default or failure on the part of Concessionaire. In no event shall the amount of said Security Deposit be deemed to limit Concessionaire's liability under this Agreement. Should any portion of the Security Deposit be so appropriated and applied by County, then Concessionaire shall, upon the demand of County, forthwith remit to County a sufficient amount in cash to restore said Security Deposit to the original sum deposited, and Concessionaire's failure to do so within five (5) days after receipt of such demand shall constitute a default of this Agreement. Should Concessionaire comply with all of the terms, covenants and conditions of this Agreement and promptly pay all of the Annual Rent and Additional Rent herein provided for as it becomes due, and all other sums payable by Concessionaire to County hereunder, the said Security Deposit shall be returned in full to Concessionaire within thirty (30) days of the expiration of this Agreement, or upon the earlier termination hereof.

ARTICLE II RENT

Section 2.01 Annual Rent

Concessionaire shall pay to the County Annual Rent in the amount of \$6,000.00 during the term of this Agreement in equal monthly installments, or 7.5% of its monthly Gross Sales, whichever is greater, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefor or any deduction, holdback or setoff whatsoever,. The initial monthly installment of Annual Rent shall be due within fifteen (15) days after the Commencement Date. Any Annual Rent payment hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month. Annual Rent and Additional Rent, as hereinafter defined, shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

No later than the twentieth (20th) day of each month, Concessionaire shall provide County a completed Monthly Report of Concessionaire's Gross Sales utilizing the form attached hereto and incorporated herein as Exhibit "F" certifying the gross sales for the preceding month.

"Gross Sales," for the purpose of this Agreement, shall be defined as all sales of goods, merchandise, food, and services generated as a result of the Concessionaire's operations at or associated with the Concession. This includes all sales made or advertised within the Premises, advertised on the Concessionaire's website, transactions conducted through the point of sale and bank accounts utilized by the Concessionaire for its operations, and sales generated by subcontractors or related entities whose sales are associated with the Concessionaire's operations. Gross Sales shall not include:

- 1. Tax collections,
- 2. Gratuities,
- 3. Funds collected on food consumed by the Concessionaire's employees, or
- 4. Funds that were collected but have been refunded to the customer.

Sales of goods and services and collections of sales tax shall be accounted for separately at the point of sale. If the Concessionaire is unable to do this, it shall calculate sales tax from gross receipts using a method approved by the Florida Department of Revenue.

Section 2.02 Adjustment to Annual Rent

On each anniversary date of the Commencement Date of this Agreement or any extension thereof, the Annual Rent shall be adjusted by multiplying the then current Annual Rent by one hundred and three percent (103%).

Section 2.03 Additional Rent

Any and all sums of money or charges required to be paid by Concessionaire under this Agreement other than the Annual Rent, shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Concessionaire of all Additional Rent as are available to County with regard to Annual Rent.

Section 2.04 Rent Payments

Annual Rent and Additional Rent, as herein defined, shall be made payable to the Palm Beach County Board of County Commissioners and shall be mailed upon receipt of invoice to the Palm Beach County Board of County Commissioners / Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

Section 2.05 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Non Ad Valorem Real and Personal Property Taxes

Concessionaire shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Concessionaire shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Concessionaire's interest in the Premises, and Concessionaire's license in the Lunchroom, Concessionaire's Alterations or personal property located on the Premises.

Section 2.06 Unpaid Fees, Holdover

In the event Concessionaire fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate of one and one half percent (1.5 %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Payments received after interest has started to accrue shall be applied to the accrued interest first and then towards the delinquent rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Agreement for default in the payment of rentals, fees, charges, and

payments due to County pursuant to this Agreement or from enforcing any other provisions contained herein or implied by law. In the event Concessionaire shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Agreement, Concessionaire shall be strictly liable to pay to County during the entire period of such holdover, double Annual Rent, as provided for in Chapter 83.06, Florida Statutes. In addition to the Annual Rent, Concessionaire shall pay all other charges or costs imposed upon Concessionaire by this Agreement, all cost of insurance for which Concessionaire would have been responsible if this Agreement had been renewed on the same terms contained herein, and all sales taxes assessed against such increased Annual Rent. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Agreement.

Section 2.07 Accord and Satisfaction

In the event Concessionaire pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

Section 2.08 Annual Financial Reporting

Concessionaire shall submit an annual written report to County, signed by an authorized representative of Concessionaire in the presence of a notary, under oath, certifying the annual gross sales for the year. This report shall be submitted within ninety (90) days after the end of Concessionaire's fiscal year.

ARTICLE III CONDITION OF PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Concessionaire

Concessionaire certifies that Concessionaire has inspected the Premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Concessionaire further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Concessionaire's intended use of the Premises. No repair work, alterations or remodeling of the Premises is required to be done by County as a condition of this Agreement. Concessionaire agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Concessionaire as specified in Section 4.01 of this Agreement.

Section 3.02 Concessionaire's Alterations

Concessionaire shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Concessionaire's intended use. Concessionaire shall not install any permanent improvements within the Premises without County's written consent. Prior to commencing any work within the Premises, Concessionaire shall furnish to PREM for written and discretionary approval, plans and specifications showing equipment or trade fixtures to be installed by Concessionaire within the Premises ("Alterations"). All trade fixtures to be installed by Concessionaire shall be new or completely reconditioned. All work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Concessionaire, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Agreement. PREM's approval of the plans and specifications submitted by Concessionaire in conjunction with Concessionaire's Alterations may, at PREM's sole option, be contingent

upon the receipt by PREM of a surety company payment and performance bond obtained by Concessionaire at its sole cost and expense. Said bond shall be issued by a surety company satisfactory to County, insuring completion of Concessionaire's Alterations free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale and other title retention or security agreements or other charges, all in accordance with the plans and specifications approved by the County. Concessionaire shall design and construct such Alterations at Concessionaire's sole cost and expense, in accordance with the requirements of this Agreement and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of Concessionaire's construction and Alterations shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.

Section 3.03 Responsibility for Alterations

All Alterations made by Concessionaire shall be maintained by Concessionaire in good working order at the sole expense of Concessionaire during the Term of this Agreement, or any extension or renewal hereof.

Section 3.04 Construction

Concessionaire shall ensure that all improvements and Alterations are constructed to completion in accordance with the approved plans thereof and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

Section 3.05 No Liens

Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the interest of County in the Premises and Lunchroom or Building to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's interest shall not be subject to such liability. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement. If so requested by County, Concessionaire shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's interest shall not be subject to liens for improvements made by Concessionaire. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Concessionaire fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Concessionaire and Concessionaire shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Concessionaire agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY CONCESSIONAIRE

Section 4.01 Use

Concessionaire shall use and occupy the Premises solely and exclusively for concessionaire services for a food service facility to provide food and beverage service (prohibiting alcoholic beverages) including take-out and delivery service and vending machines at reasonable prices to employees and visitors to Vista Center as identified in Section 4.02(n) of this Agreement. Concessionaire shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion. Concessionaire shall comply with the Rules and Regulations set forth in Exhibit "B".

Concessionaire shall not prohibit or hinder County personnel or any law enforcement officers from performing their official duties. Concessionaire shall ensure that all persons acting on behalf of it obey instructions from County personnel. Concessionaire shall not commit or permit any reckless or dangerous conduct on the Premises at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

Section 4.02 Operation of Business

- a) Concessionaire shall operate its business upon the entire Premises during the Term of this Agreement with due diligence and efficiency and in a manner prudent and in accord with generally accepted business practices within the locale for Concessionaire's business.
- b) Concessionaire shall operate the concession services according to the following schedules: (To ensure the availability of breakfast and lunch service, the minimum hours of business operation shall be 7:00 a.m. to 2:00 p.m. daily during regular County work days.)

Concessionaire shall submit any requests for changes to the concession operations schedule to PREM, in writing, at least two (2) business days in advance, for approval prior to implementation. Concessionaire shall not implement any changes unless written approval has been received from PREM.

- c) All prices for menu items must be visibly posted in the Premises at all times during operation in accordance with Article V. Concessionaire shall submit written requests for fee increases to PREM thirty (30) days prior to the proposed implementation. PREM will make reasonable effort to respond in writing to the request within seven (7) days after receipt of the request. Price increases will be in accordance with Section 4.02(n) herein.
- d) Concessionaire shall maintain customer service as a top priority. Concessionaire shall employ a sufficient number of qualified staff to properly operate the Concession. Concessionaire shall provide employees who are professional, friendly, well-dressed, and courteous to the customers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the County. Concessionaire and staff shall wear appropriate attire which, in the sole determination of the County, clearly distinguishes Concession staff from County staff. Use of profanity, alcohol, and illegal substances by Concessionaire, staff, subcontractors and agents is strictly prohibited.
- e) Concessionaire shall be responsible for training all concession staff, subcontractors and agents concerning the customer service philosophies of Palm Beach County. The County's Mission Statement can be found at http://discover.pbcgov.org/administration/Pages/default.aspx.
- f) Concessionaire shall, at its own expense, obtain, maintain, and comply with all licenses and permits necessary to operate the concession. Proof of same shall be required prior to the Commencement Date and provided to Director of PREM. Concessionaire shall conduct operations in such a manner as to meet all applicable health standards and codes.
- g) Concessionaire shall, at its own expense, provide all equipment for the safe and efficient operation of the concession service and, within fifteen (15) days of the Commencement Date, shall provide PREM with an inventory of all equipment provided.

All equipment, installation and maintenance shall be the responsibility of the Concessionaire including the procurement and maintenance of fire prevention and fire extinguishing devices. All equipment shall be maintained in a clean and sanitary condition and maintenance practices shall meet all applicable Governmental Regulations as defined in Section 4.04 below. The County has the right but not the obligation to perform safety inspections through PREM or other departments without prior notice. Concessionaire shall immediately notify County of any possible health, safety and/or security hazards that may exist within the Premises or related to any equipment so corrective actions can be determined and implemented.

- h) Concessionaire shall conduct its operations and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations, and shall ensure that all do the same. Concessionaire agrees that neither they, nor employees or any person working for or on behalf of Concessionaire shall require any personnel engaged in the performance of Concessionaire's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.
- i) For payment of any customer charges, Concessionaire shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express.
- j) Concessionaire shall provide services to patrons in a manner consistent with the provisions of the Americans with Disabilities Act (ADA).
- k) Concessionaire shall not conduct special events or promotions of any kind within the Premises unless prior written approval by PREM has been provided.
- 1) The Concessionaire, Concessionaire's employees, subcontractors of Concessionaire and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The Concessionaire is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Concessionaire acknowledges that its menu pricing includes any and all direct or indirect costs associated with compliance with this Ordinance, including the applicable FDLE/FBI fees.
- m) Concessionaire shall keep, throughout the entire term of the Agreement or any extension thereof, all books of account and records customarily used in this type of operation, and as from time to time may be required by the County, in accordance with GAAP. Such books of accounts and records shall be retained and available for such period of time as provided herein unless otherwise approved by the County. The County, at all times, throughout the Term of the Agreement or any extension thereof and for up to five (5) years following expiration, shall have the right to audit and examine during normal working hours, all such records and books of accounts relating to Concessionaire's operation, provided that Concessionaire shall not be required to retain such books of accounts and records for more than five (5) years after the end of the final year of this Agreement including any extensions thereto. Concessionaire shall arrange for the books of account and records to be brought to a location convenient to the auditors for the County in order for the County to conduct the audits and inspections. Failure of the Concessionaire to keep record of and provide the information to County as set forth herein shall be considered a default under the terms of this Agreement. The requirements set forth in this paragraph shall survive the termination or expiration of this Agreement.
- n) The County entered into this Agreement with Concessionaire pursuant to County's Request for Proposals (RFP) RFP No. 2019-105-RCB to provide concession services at the facilities of Vista Center. As such, the Concessionaire agrees to maintain

generally the type of menu and range of prices submitted with the Concessionaire's response to the RFP as reflected in Exhibit "C" attached hereto and made a part hereof. Concessionaire shall not alter its food services without first obtaining written approval from the Director of PREM, at the address set forth in Section 19.03(a) of this Agreement. Only minor changes will be considered by PREM, and any approvals shall be granted in PREM's sole and absolute discretion. Proposed changes that would alter the services so they are no longer substantially the same as those submitted with the Concessionaire's response to the RFP shall not be permitted. Concessionaire shall maintain affordable prices for its goods and services, which prices shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for All Urban Consumers issued by the Bureau of Statistics of the U.S. Department of Labor (hereinafter referred to as "CPI"). Prices for goods and/or services shall be adjusted by multiplying the prices for goods or services for the immediately preceding one (1) year period (Adjustment Date) by a fraction, the numerator of which shall be the CPI value for the month three months preceding the applicable Adjustment Date and the denominator of which shall be the CPI value for the same month of the prior year. In the event that during the Term of this Agreement the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the prices for goods and/or services shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher or similar information chosen by the County. In no event shall the prices for goods or services be lower than in the immediately preceding year.

Section 4.03 Waste or Nuisance

Concessionaire shall not commit or suffer to be committed any waste upon the Premises and Lunchroom, or commit or permit the maintenance or commission of any nuisance or other act or thing which may disturb the quiet enjoyment of employees or visitors of the Building, or which may result in damage or depreciation of value of the Building or which may affect County's fee interest in the Premises or Lunchroom or which results in an unsightly condition. Concessionaire, at its sole cost and expense, shall keep the Premises and Lunchroom free of rodents, vermin and other pests.

Section 4.04 Governmental Regulations

Concessionaire shall, at Concessionaire's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force (individually and collectively, the "Governmental Regulations"), pertaining to Concessionaire or Concessionaire's use of the Premises, the equipment located on the Premises, or the Premises generally. Concessionaire shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Concessionaire's failure to perform its obligations in this Section. This Section shall survive termination of this Agreement.

Section 4.05 Non-Discrimination

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Concessionaire warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the Premises, or conducted pursuant to this Agreement. Failure to meet this requirement shall be considered default of this Agreement. Concessionaire warrants that its service at the Premises shall be open to and benefit all visitors to the Building.

Section 4.06 Surrender of Premises

Upon termination or expiration of this Agreement, Concessionaire, at its sole cost and expense shall remove all Concessionaire's personal property, removable fixtures, and equipment and all Alterations from the Premises, and restore the Premises to the condition it was in as of the Commencement Date, if so directed by County. Concessionaire shall confirm with County the Alterations to be removed prior to removal. In no event shall Alterations be removed from the Premises without prior consent in writing from County. If the Concessionaire fails to remove Concessionaire's personal property, removable fixtures, equipment, and Alterations, as identified by County, and fails to restore the Premises upon the expiration of the Term of this Agreement or any extension hereof to its condition on the Commencement Date of this Agreement, such property, fixtures, equipment, and Alterations shall become the property of County. In such event, should County so elect, County may restore the Premises to its original condition and Concessionaire shall pay the cost of such restoration, with allowance for ordinary wear and tear arising from Concessionaire's permitted use of the Premises as specified herein.

Section 4.07 Hazardous Substance

Concessionaire shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Concessionaire's operations, in the Premises, Lunchroom, Building, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Concessionaire shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Concessionaire or any third party, shall be reported to County immediately upon Concessionaire becoming aware of such Disposal. Concessionaire shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises, Lunchroom, or Building, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the Premises or Lunchroom by Concessionaire, or Concessionaire's agents, licensees, invitees, subcontractors, or employees.

Concessionaire hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials in violation of this provision. Concessionaire's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Concessionaire, it shall not be deemed to alter or diminish any statutory or common law liability of Concessionaire.

Concessionaire acknowledges that County would not have entered into this Agreement without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Agreement.

Section 4.08 Security of Premises

Concessionaire acknowledges and accepts full responsibility for the security and protection of the Premises and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to the Premises. Concessionaire expressly acknowledges that any

security measures deemed necessary or desirable for protection of the Premises shall be the sole responsibility of Concessionaire at no cost to County. In the event that Concessionaire chooses to install additional security systems and hardware, Concessionaire shall be required to provide County with continuous and unescorted access to the Premises as required by Article XIV. County may implement key, card or code control measures reasonably acceptable to Concessionaire to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, Concessionaire shall notify County of any incident resulting in loss of or damage to Premises or breach of security whether or not such incident is reported to the Palm Beach County Sheriff's Office. Notification to County shall be made in accordance with Section 19.23 herein.

County will grant Concessionaire the same keys, cards or code access ("access rights") as it does County employees for Concessionaire employees in the Building. By acceptance of the access rights, Concessionaire agrees to comply with the regulations, practices and policies imposed by County governing the access rights and to enforce compliance therewith by its employees. County reserves the right to withdraw access rights of any individual for violation of the regulations, practices and policies of the County.

Section 4.09 Concessions

Concessionaire shall operate the Concession on the Premises. The Concession shall be subject to the insurance requirements contained in Article VIII as the same may be amended from time to time by County in its reasonable discretion.

4.10 Equal Business Opportunity Program

Policy, Program and Enforcement

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO program and is incorporated herein and made a part of this agreement. Noncompliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of contract;
- Withholding of funds;
- Termination of the contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of the Tenant from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

EBO Schedules

If Concessionaire uses subcontractors to perform work or services under this agreement, then Concessionaire must submit:

EBO Schedule 1 List of all Subcontractors signed by the Concessionaire, and EBO Schedule 2 Letter of Intent to Perform as a Subcontractor signed by each

subcontractor

Concessionaire shall report all subcontractor activity and payment information on EBO Schedules 3 and 4, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

Prompt Payment of Subcontractors

Concessionaire shall pay subcontractors promptly. In the event of a disputed invoice, the Concessionaire shall send the subcontractor a written notice of the dispute within five (5) days after receipt of the subject invoice.

Commercial Non-Discrimination

As a condition of entering into this agreement, the Concessionaire represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Concessionaire shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Concessionaire retaliate against any person for reporting instances of such discrimination. The Concessionaire shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Concessionaire understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification or debarment of the Concessionaire from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Concessionaire shall include this language in its subcontracts.

Registration in VSS

Concessionaire and any subcontractors used by Concessionaire must be registered in the County's Vendor Self Service ("VSS") system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService before beginning work under this agreement.

Records and Access

The Office of EBO has the right to review Concessionaire's records and interview subcontractors in order to determine compliance with the County's EBO Program and contract requirements for up to four (4) years after completion of this Agreement.

ARTICLE V SIGNAGE

Concessionaire shall not place or permit to be placed or maintained on any exterior door, wall or window of the Premises or Lunchroom any sign, awning or canopy, or advertising matter on the glass or visible through the glass of any window or door, nor will any promotional interior illuminated sign be placed in the window display area of the Building without first obtaining County's written approval and consent which consent may be withheld at County's sole discretion. Any such signs not approved shall be immediately removed at the sole cost and expense of Concessionaire, upon written notification thereof by County. Concessionaire further agrees that such signs, awning, canopy, decoration, lettering, advertising matter or other items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by County for the section of the Building within which the Premises is located. No advertising or any promotional items associated with the Concession will be permitted

within the Premises, Building or Lunchroom or any other County facility or property without prior County approval.

ARTICLE VI REPAIRS AND MAINTENANCE OF PREMISES

Section 6.01 Responsibility of Concessionaire

Concessionaire shall protect the County's capital investment in the Premises, Building and Lunchroom through exercise of a high standard of maintenance. Proper maintenance shall include, but not be limited to, providing adequate custodial services, interior maintenance and repair, garbage and trash disposal, pest control, keeping the Lunchroom area clear of debris and stains, and maintenance of trades fixtures.

Concessionaire shall perform the following maintenance in the Premises on a regular and ongoing basis: a) clean interior and exterior walls, windows, doors, and surfaces; b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and concession equipment, including hood and fire suppression system, as is customary for a similar quality concession. County shall mop and wax the floors of the Lunchroom and provide custodial services for the restrooms.

Concessionaire shall provide custodial services to the Lunchroom from 7:00 A.M. to the close of operations each day, which custodial services shall include: cleaning/bussing tables, removing food and beverage spills, emptying trash receptacles, removing anything on floors, fluids, debris and foreign objects regardless of source. Concessionaire shall have the responsibility to clean and dispose of materials accordingly. Concessionaire shall maintain all sewer lines from the Premises to the main sewer line that serves the Building. Concessionaire shall place all trash and garbage in exterior containers and not overload any such containers. Concessionaire shall double-bag all wet garbage prior to placing it in exterior containers.

Concessionaire shall repair all damages to Premises or Lunchroom caused by, resulting from, or in any way arising out of Concessionaire's operations or use of Premises or Lunchroom, whether such damage is caused by Concessionaire, its agents, or its invitees. Concessionaire shall maintain and repair all equipment thereon. Concessionaire shall repaint, refurnish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of PREM. PREM reserves the right to, periodically throughout the term of the Agreement, inspect or cause to be inspected the Premises, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. Concessionaire shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by PREM. Concessionaire is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

Concessionaire shall immediately notify County of any possible health, safety and/or security hazards that may exist within any area, including use by unauthorized parties, so corrective actions can be developed and implemented. Neither County nor County's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Premises. In no event shall County be liable for damages or injuries arising from the failure to make repairs, nor shall County be liable for damages arising from defective workmanship or materials in making such repairs. County shall have no obligation to commence repairs until fifteen (15) days after the receipt by County of written notice of the need for repairs. Concessionaire waives the provision of any law, or any right Concessionaire may have under common law, permitting Concessionaire to make repairs at County's expense.

Section 6.02 Responsibility of County

County agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the fire sprinkler system, the roof, the roof drains, exterior walls, the utility lines outside the Premises (except for sewer lines clogged by grease or other Concessionaire-created problems), foundations and structural portions, but not finishes thereof, of the Premises (both interior and exterior), and the Building air conditioning and, heating systems serving the Premises. There is excepted from the preceding covenant, however: (i) repair, maintenance, or replacement of fixtures provided by Concessionaire; (ii) repair of damage caused by Concessionaire, its employees, agents, contractors, customers, licensees or invitees to the Premises, Lunchroom or Building; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the Premises which, whether connected directly to the Building's system or not, were installed by Concessionaire specifically to serve the Premises; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Premises; (v) glass cleaning; (vi) janitorial services for the Premises, (vii) janitorial services for the Lunchroom from 7:00 A.M. to the close of operations each day; and (viii) any fixtures, cooking hood, or cooking equipment, fire suppression system, whether inside the Premises, or solely serving the Premises. County shall maintain the Building except for any damage caused by, resulting from, or in any way arising out of Concessionaire's operations or use of the Premises or Lunchroom, whether such damage is caused by Concessionaire, its agents, or its invitees.

In the event of a threat of tropical disturbance, County shall close and secure the hurricane shutters provided for the Premises. Concessionaire shall secure and/or remove its equipment and perishables at the direction of PREM. Concessionaire shall be responsible for any loss of product or damage to its equipment or personal property. Concessionaire shall be liable to County for any damage caused to Building or any Building improvements due to failure of Concessionaire to secure or remove any equipment belonging to Concessionaire.

Except as provided in this Section, County shall not be obligated or required to make or conduct any other maintenance or repairs. All other portions of the Premises as identified in Section 6.01, shall be kept in good repair and condition by Concessionaire, and at the end of the Term of this Agreement, Concessionaire shall deliver the Premises to County in good repair and condition, reasonable wear and tear arising from Concessionaire's permitted use of the Premises as specified herein excepted.

ARTICLE VII UTILITIES

Section 7.01 Utilities

County shall supply and pay all costs relating to the water, electric and phone service to the Premises. In no event shall County be liable for an interruption or failure in the supply of any utility to the Premises. Concessionaire shall be solely responsible for and promptly pay all costs and expenses relating to providing other utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such other services all charges and assessments for any utility or other services provided including, without limitation, gas, long distance phone charges, or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises. Concessionaire's utility service installations are subject to review and approval by County as provided for in Section 3.02 and are subject to Section 3.03 of this Agreement.

ARTICLE VIII
INSURANCE

Section 8.01 Insurance Requirements

Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the term of this Agreement, at least the insurance coverage, endorsements, and minimum limits as described herein. Concessionaire shall notify County of any cancellation of coverage within ten (10) days of knowledge of such action, and shall provide evidence of replacement coverage. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Concessionaire are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under the Agreement. Concessionaire agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Concessionaire against any loss exposures, whether as a result of this Agreement or otherwise. Unless prohibited by the policy, all coverage and endorsements shall on a primary and non-contributory basis.

A. Commercial General Liability Insurance

Concessionaire shall maintain Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate combined single limit for bodily injury, personal injury and property damage liability. The policy shall include coverage for damage to the rented or leased property including fire legal liability with a minimum sub-limit of \$100,000. The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured with a "CG 2026 - Additional Insured - Managers or Lessors of Premises", or similar endorsement.

B. Business Automobile Liability

Concessionaire shall maintain Business Automobile Liability insurance with a minimum limit of One Million (\$1,000,000) each accident combined single limit for bodily injury and property damage with respect to deliveries requiring the use of an automobile.

C. Workers' Compensation & Employer's Liability

Concessionaire shall maintain Workers' Compensation Insurance in accordance with Florida Statutes, Chapter 440. The policy shall include coverage for Employer's Liability.

D. Waiver of Subrogation

Concessionaire waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Concessionaire, for itself and its insurers, waives all such insured claims against the County. The Concessionaire shall obtain and deliver its insurer's Waiver of Subrogation endorsement upon request to the Department.

E. Optional Fire and Allied Lines or Property Insurance

At Concessionaire's option, Concessionaire may purchase insurance coverage for Concessionaire's property on our about the premises. Otherwise, all personal property, including without limitation, stock, inventory, fixtures and equipment belonging to Concessionaire or any occupant of the Premises, shall be there at the risk of Concessionaire or such other person only, and County shall not be liable for damage regardless of the cause.

F. Continuous Coverage

The required insurance coverage(s) shall be a continuous condition precedent to the continued use of the Premises by the Concessionaire. In the event that Concessionaire fails to obtain, maintain, or evidence in full force and effect any insurance coverage required under this Agreement, County may terminate this Agreement immediately.

G. Evidence of Coverage

Evidence of insurance and endorsements, such as a Certificate of Insurance, shall be sent to County, unless otherwise directed by County, upon request, upon knowledge of cancellation, or at least five (5) days prior to the expiration of any required coverage. Certificate Holder shall read:

Palm Beach County Board of County Commissioners c/o Property & Real Estate Division 2633 Vista Parkway West Palm Beach, 334411-5605

H. Deductibles, Coinsurance, & Self-Insured Retention

Concessionaire shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

I. Contractors/Subcontractors

Concessionaire shall require any contractor or subcontractor performing work upon the Premises on behalf of Concessionaire, at all times during the performance of such work, to maintain in full force and effect insurance of the same types and minimum limits as Concessionaire is required to maintain under this Article. Concessionaire shall require contractor(s) to include Concessionaire and "Palm Beach County Board of County Commissioners" as Additional Insureds on contractor's commercial general liability insurance policy.

J. Right to Revise or Reject

COUNTY, by and through its Risk Management Department in cooperation with the contracting department, reserves the right to modify, or reject any insurance provided, including limits, coverage, or endorsements.

ARTICLE IX INDEMNIFICATION AND DISCLAIMER OF LIABILITY

Section 9.01 Indemnification

Concessionaire shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises or Lunchroom by reason, during, or as a result of the use and occupancy of the Premises or Lunchroom by the Concessionaire, its agents, employees, licensees, and invitees, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Concessionaire or by Concessionaire against any third party, then Concessionaire shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Concessionaire recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Concessionaire's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Agreement.

Section 9.02 Disclaimer of Liability

COUNTY HEREBY DISCLAIMS, AND CONCESSIONAIRE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY CONCESSIONAIRE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE CONCESSIONAIRE OR CONCESSIONAIRE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT. CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO CONCESSIONAIRE'S USE OF THE PREMISES PURSUANT TO AGREEMENT.

ARTICLE X DESTRUCTION OF PREMISES

Section 10.01 Total or Partial Destruction

In the event the Building or the Premises or Lunchroom shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of Concessionaire, during the Term of this Agreement or any extension thereof, but the Premises or Lunchroom is not thereby rendered inaccessible or untenable in whole or in part, then the County shall, at its own expense, cause such damage to be repaired, and the Annual Rent and other charges payable by Concessionaire hereunder shall not be abated. If by reason of such occurrence, the Premises or Lunchroom shall be rendered untenable only in part, County shall, at its own expense, cause the damage to be repaired, and the Annual Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenable. If the Premises or Lunchroom shall be rendered wholly untenable by reason of such occurrence, the County may, at its option, cause such damage to be repaired at County's expense, and the Annual Rent meanwhile shall be abated in whole until completion of such repairs. County shall notify Concessionaire in writing whether County intends to repair the Premises or Lunchroom. If County elects not to perform such repairs, County and Concessionaire shall then each have the right to terminate this Agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after County's election not to repair the Premises or Lunchroom. In the event either party exercises its aforesaid termination right, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder arising thereafter. In no event shall County be responsible for repair of Concessionaire's equipment, trade fixtures and/or Concessionaire's Alterations.

Section 10.02 Damage Near End of Term

If the Premises or Lunchroom is destroyed or damaged during the last ten (10) months of the Term of this Agreement or any renewal thereof and the estimated cost of repair exceeds ten percent (10%) of the Annual Rent then remaining to be paid by Concessionaire for the balance of the Term, County may, at its option, cancel and terminate this Agreement as of the date of occurrence of such damage by giving written notice to Concessionaire of its election to do so within thirty (30) days after the date of occurrence of such damage and the parties hereto shall be relieved of all further obligations hereunder.

Section 10.03 Reconstruction of Alterations

Concessionaire, at its sole cost and expense, shall be responsible for the repair and restoration of Concessionaire's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Concessionaire shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the Premises and shall diligently prosecute such installation to completion.

Section 10.04 Insurance Proceeds to County

County's obligation to restore the Premises or Lunchroom as required under this Article X is expressly contingent upon County's receipt of, and limited to the extent of, any insurance proceeds received by County relating to the Premises.

Section 10.05 Destruction of Building

In the event that fifty percent (50%) or more of the ground floor of the Building shall be damaged or destroyed by fire or other cause, notwithstanding any other provisions contained herein and that the Premises may be unaffected by such fire or other cause, County and Concessionaire shall have the right to be exercised by notice in writing delivered to the other party within forty-five (45) days after said occurrence to elect to cancel and terminate this Agreement. Upon giving of such notice, the Term of this Agreement shall expire within one hundred twenty (120) days after such notice is given and Concessionaire shall vacate the Premises and surrender the same to County.

ARTICLE XI ASSIGNMENT AND SUBLETTING

Section 11.01 Consent Required

Concessionaire may not assign, subcontract, mortgage, pledge or encumber this Agreement, in whole or in part, nor sublet or rent all or any portion of the Premises, nor enter into any management licensing or similar agreement without the prior written consent of County in each instance, which may be granted or withheld at County's sole and absolute discretion. The consent by County to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Agreement is assigned, or if the Premises or any part thereof is sublet or occupied by any party other than Concessionaire and Concessionaire is in default under its obligations under this Agreement, County may collect rent from the assignee, sub-contractor or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as Concessionaire, or a release from the further performance by Concessionaire of the covenants on the part of Concessionaire herein contained. This provision shall be construed to include a prohibition against any assignment, subcontract, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, Concessionaire shall remain fully liable pursuant to this Agreement and shall not be released from performing any of the terms, covenants and conditions hereof or any rents or other sums to be paid hereunder. Concessionaire acknowledges and agrees that any and all right and interest of the County in and to the Premises, Lunchroom and Building, and all right and interest of the County in this Agreement may be conveyed, assigned, subcontracted, or encumbered at the sole discretion of the County at any time.

Section 11.02 Significant Change of Ownership

If Concessionaire is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Concessionaire represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing this Agreement and/or as disclosed to County prior to executing this Agreement. If there shall occur any changes of ownership of and/or control of Concessionaire, whether such change of

ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the County, then County shall have the option to terminate this Agreement upon thirty (30) days notice to Concessionaire.

ARTICLE XII RULES AND REGULATIONS

The Rules and Regulations appended to this Agreement as Exhibit "B" are hereby made a part of this Agreement, and Concessionaire agrees to comply with and abide by same. Concessionaire's failure to keep and observe said rules and regulations shall constitute a default under the terms and conditions of this Agreement. County reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations for the Building and its Common Areas. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Concessionaire. Concessionaire agrees to comply with all additional and supplemental rules and regulations upon notice of same from County.

ARTICLE XIII DEFAULT

Section 13.01 Default by Concessionaire

The occurrence of any one or more of the events set forth below in (a) to (k), inclusive (any of which is referred to hereinafter as an "Event of Default"), shall constitute an Event of Default by Concessionaire under this Agreement:

- a) Concessionaire fails to open its concession for business on the Premises within thirty (30) days after the Effective Date.
- b) Concessionaire fails to pay any one or more of said monthly installments of Annual Rent, or any other sums due hereunder as Additional Rent, as and when the same become due, without any prior demand, and such failure to pay continues for a period of ten (10) days after the date of such payment was due and written notice was provided to Concessionaire.
- c) Concessionaire ceases to fully conduct its business as specified herein for a period of five (5) consecutive business days as determined by the County.
- d) A petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) is filed by or against the Concessionaire and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Concessionaire is adjudged bankrupt.
 - e) An assignment for the benefit of creditors is made by Concessionaire.
- f) An appointment, by any court, of a receiver or other court officer of Concessionaire's property and such receivership is not dismissed within thirty (30) days from such appointment.
- g) Concessionaire's estate is taken by execution, attachment or process of law or subjected to any bankruptcy proceeding.
- h) Concessionaire removes, attempts to remove, or permits to be removed from the Premises, except as required herein or upon County's approved assignment or subletting or in the usual course of trade, the goods, furniture, effects or other property of the Concessionaire brought thereon.

- i) Concessionaire vacates the Premises or abandons the possession thereof before the expiration of the Term of this Agreement and without the written consent of the County, or uses the same for purposes other than the purposes for which the same are hereby Agreement, or ceases to use the Premises for the purposes herein contained.
- j) An execution or other legal process is levied upon the goods, furniture, effects or other property of Concessionaire brought on the Premises, or upon the interest of Concessionaire in this Agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
- k) Concessionaire violates any other term, condition or covenant herein on the part of Concessionaire to be performed or complied with, and Concessionaire fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof, is given by County to Concessionaire.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Concessionaire notice that County intends to terminate this Agreement upon a specified date not less than three (3) days after the date notice is received by Concessionaire, in which event this Agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Agreement. If, however, the default is cured within the three (3) day period and the County is so notified, this Agreement will continue. Concessionaire shall not be allowed more than two (2) notices and cure periods in any given year of the Term, and no more than five (5) notices and cure periods during the entire Term of this Agreement, for Events of Default related to payment of Annual Rent and/or Additional Rent.

Section 13.02 Default by County

County shall not be in default unless County fails to perform its obligations hereunder within the time specified and if none, within a reasonable time, but in no event later than thirty (30) days after written notice by Concessionaire to County, specifying how County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance, then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XIV ACCESS BY COUNTY

County or County's agents shall have the right to enter the Premises, at reasonable times, to examine the same and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable. Concessionaire must provide the County with access to the Premises within two (2) business days after the County's request for access. The Annual Rent and/or Additional Rent and other charges herein reserved and imposed shall not be abated while said repairs, alterations, improvements, or additions are being made. During the six (6) months prior to the expiration of the initial Term of this Agreement or any renewal thereof, County may exhibit the Premises to prospective Concessionaires, and place upon the Premises the usual notice "To Let" or similar notice, in a location that does not obscure Concessionaire's sign, which notices Concessionaire shall permit to remain thereon without molestation. If Concessionaire shall not be personally present to open and permit entry into the Premises, at any time, when for any reason entry therein shall be necessary, County or County's agents may enter the same without in any manner affecting the obligations and covenants of this Agreement. County shall have immediate access in the event of an emergency. Any such entry shall be calculated to minimize interference with or disruption of Concessionaire's operations within the Premises. Nothing herein contained, however, shall be deemed or construed to impose upon the County any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises, Building or Lunchroom or any part thereof, except as otherwise herein specifically provided.

ARTICLE XV ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Agreement to the contrary, upon expiration of the initial Term of the Agreement, County shall have the right to cancel this Agreement for any reason upon ninety (90) days prior written notice to Concessionaire, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XVI QUIET ENJOYMENT

Upon payment by the Concessionaire of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and obligations on Concessionaire's part to be observed and performed, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Agreement.

ARTICLE XVII GUARANTY

The payment of all rents and charges, and the performance of all covenants, terms and obligations of Concessionaire, required by this Agreement are guaranteed pursuant to that Guaranty Agreement, a copy of which is attached hereto as Exhibit "D" and made a part hereof. This requirement may be waived by County at its sole and absolute discretion.

ARTICLE XVIII CONDEMNATION

If the Premises or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, the award relating to both Concessionaire's leasehold interest and County's reversionary interest in the Premises, without deduction, claim, or setoff, for any present or future estate of Concessionaire. Concessionaire hereby assigns and relinquishes to County all of its rights, title and interest in such award, and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Concessionaire shall be entitled to pursue in such condemnation proceeding such award as may be allowed for Concessionaire's improvements to the Premises and moving expenses.

In the event of a total taking of the Premises, this Agreement shall terminate on the date title vests in the condemning authority. In the event of a partial taking or a temporary taking, neither the Annual Rent or Additional Rent, nor Concessionaires other obligations hereunder shall be abated as to the remaining Premises. County shall have no obligation to restore the Premises, or improvements, or otherwise perform any work upon same due to such taking.

ARTICLE XIX
MISCELLANEOUS

Section 19.01 Entire Agreement

This Agreement and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Concessionaire concerning the Premises and Lunchroom and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Concessionaire unless reduced to writing and signed by them. In the event there is any inconsistency between any term of this Agreement and its exhibits, the following order of precedence shall apply: 1) Agreement, 2) Rules and Regulations, 3) RFP response except where explicitly provided otherwise. The document with the higher priority shall prevail.

Section 19.02 Amendments

This Agreement may be modified and amended only by written instrument executed by the parties hereto.

Section 19.03 Notices Required by Agreement

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County
Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone 561-233-0217
Fax 561-233-021010

with a copy to:

Palm Beach County Attorney's Office Attn: Real Estate Attorney 301 North Olive Avenue, Suite 601 West Palm Beach, FL 33401 Telephone: (561) 355-2225 Fax: (561) 355-4398

(b) If to Concessionaire at:

Peter Torocsik
Ultimate Bakery & Pastry, Inc.
P.O. Box 3071
West Palm Beach, Florida 33402
Telephone: (561) 305-8646
email: petertorocsik@gmail.com

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

Section 19.04 Disclosure of Beneficial Interests

Concessionaire represents that simultaneously with Concessionaire's execution of this Agreement, Concessionaire has executed and delivered to County the Disclosure of Beneficial Interests attached hereto as Exhibit "E" (the "Disclosure"), disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of the Concessionaire. Concessionaire warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of the Concessionaire after the date of execution of the Disclosure and prior to the Effective Date of the Agreement, Concessionaire shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 19.03 of this Agreement.

Section 19.05 Severability

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19.06 Broker's Commission

Concessionaire represents and warrants that Concessionaire has not dealt with any real estate salesperson, agent, finder or broker in connection with this Agreement and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Concessionaire. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 19.07 Recording

Concessionaire shall not record this Agreement, or any memorandum or short form thereof, in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this Agreement.

Section 19.08 Waiver of Jury Trial

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT OR CONCESSIONAIRE'S USE AND OCCUPANCY OF THE PREMISES.

Section 19.09 Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

Section 19.10 Radon

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 19.11 Time of Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 19.12 Waiver, Accord and Satisfaction

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Concessionaire requiring County's consent to or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Concessionaire. No re-entry by County subsequent to an act of default by Concessionaire shall bar the recovery of rents or damages for the default of any of the terms, conditions or covenants on the part of Concessionaire herein contained. The receipt of rent after default or condition broken, or delay on the part of County to enforce any right hereunder, shall not be deemed a waiver of any default by Concessionaire of any term, covenant or condition of this Agreement, or a waiver of the right of the County to terminate this Agreement or re-enter the Premises or to re-let same, unless the payment received is for the full amount of rent, penalties, interest, and other amounts past due and non-payment of the same was the sole act of default.

Section 19.13 Construction

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 19.14 Incorporation by Reference

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

Section 19.15 Survival

Except as otherwise permitted herein, Concessionaire shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Concessionaire hereunder arising prior to the date of such termination.

Section 19.16 Effective Date of Agreement

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

Section 19.17 Successors

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties; and if there shall be more than one Concessionaire, they shall be bound jointly and severally by the terms, covenants and agreements herein. In the event County sells its interest in the Premises and the purchaser

assumes County's obligations and covenants, County shall thereupon be relieved of all further obligations hereunder.

Section 19.18 Public Entity Crimes

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes. Concessionaire also certifies that it, its affiliates, suppliers, subcontractors and consultants performing hereunder shall not have been suspended from doing business with Palm Beach County.

Section 19.19 Headings

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 19.20 Independent Contractor Relationship

The Concessionaire is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Concessionaire's sole direction, supervision, and control. The Concessionaire shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Concessionaire's relationship, and the relationship of its employees, to the County shall be that of an independent contractor and not as employees or agents of the County.

The Concessionaire does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

Section 19.21 Palm Beach County Office of the Inspector General Audit Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69. Florida Statutes, in the same manner as a second degree misdemeanor.

Section 19.22 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of Palm Beach County or employees of County or Concessionaire.

Section 19.23 Notification of Accident or Incident

In the event of accidents or incidents involving patrons that warrant emergency

services, Concessionaire shall immediately call 911. Thereafter, Concessionaire shall report the accident or incident to Director of PREM, and follow up with a written report of each accident or incident within 24 hours after occurrence of same. The Director's address is set forth in Section 19.03 of this Agreement.

Section 19.24 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Concessionaire: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Concessionaire shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Concessionaire is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Concessionaire further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Concessionaire does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Concessionaire shall transfer, at no cost to the County, all public records in possession of the Concessionaire unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Concessionaire transfers all public records to the County upon completion of the Agreement, the Concessionaire shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Concessionaire keeps and maintains public records upon completion of the Agreement, the Concessionaire shall meet all applicable requirements for retaining public records. All records stored electronically by the Concessionaire must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Concessionaire to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Concessionaire acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST @pbcgov.org OR BY TELEPHONE AT 561-355-6680.

Section 19.25 Conflict of Interest

The Concessionaire represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Concessionaire further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Concessionaire shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Concessionaire's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Concessionaire may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Concessionaire. The County agrees to notify the Concessionaire of its opinion by certified mail within thirty (30) days of receipt of notification by the Concessionaire. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Concessionaire, the County shall so state in the notification and the Concessionaire shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Concessionaire under the terms of this Contract.

Section 19.26 Scrutinized Companies

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. When Agreement value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Concessionaire, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed, sealed and delivered in the presence of:

WITNESSES:

Witness signature

Print witness name

Witness signature

Print witness name

CONCESSIONAIRE:

ULTIMATE BAKERY & PASTRY, INC.

a Florida corporation

Bv:

Peter Torocsik, President

(SEAL)

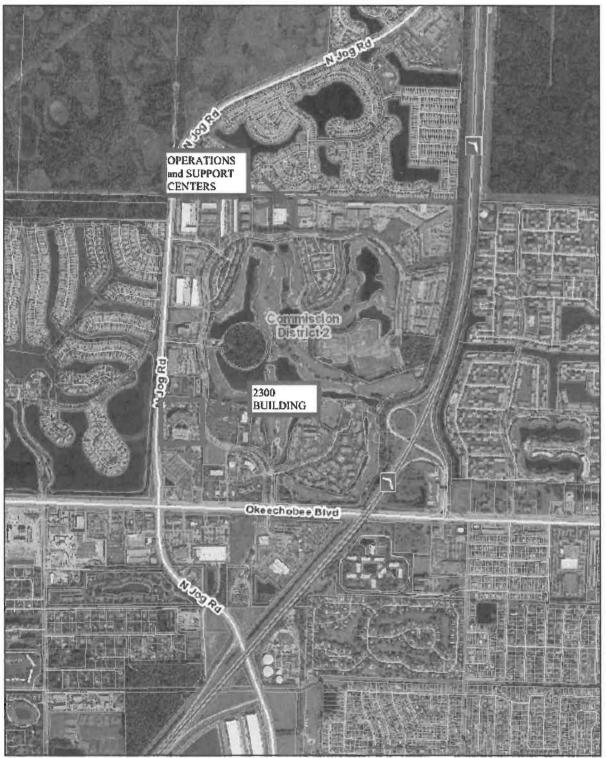
ATTEST:	COUNTY:
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By: Dave Kerner, Mayor
Deputy Clerk	Dave Kerner, Mayor
WITNESS:	
Witness signature	
Print witness name	
Witness signature	_
Print witness name	_
APPROVED AS TO FORM	APPROVED AS TO TERMS
AND LEGAL SUFFICIENCY	AND CONDITIONS
By: Assistant County Attorney	By: Department Director
Assistant County Attorney	Department Director

G:\PREM\RFP\2019\Vista Center Food Concession\Ultimate Concession Agreement. hf app 01-03-2020.docx

EXHIBIT "A" TO CONCESSIONAIRE LEASE AGREEMENT

VISTA CENTER

VISTA CENTER



October 2, 2018 1:18,056

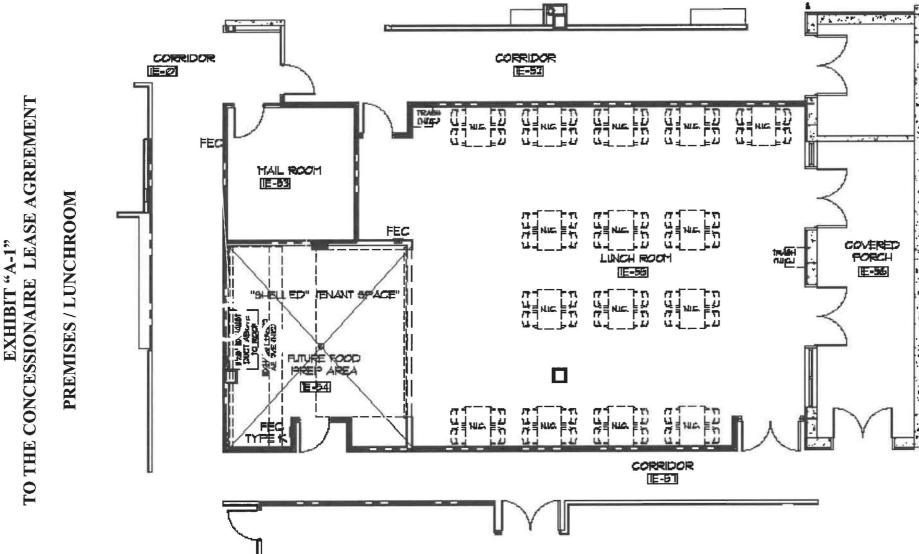


EXHIBIT "B" TO THE CONCESSIONAIRE LEASE AGREEMENT

RULES AND REGULATIONS

- 1. The sidewalks, entrances and passages surrounding the Building and/or Premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Building and/or Premises demised to Concessionaire or occupant.
- 2. No awnings or other projections shall be attached to the outside walls or windows of the Building or Premises.
- 3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building or Premises.
- 4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Concessionaire shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the Building or Premises.
- 5. No animals (except for guide dogs for the blind or service dogs for the physically impaired) of any kind shall be brought into or kept in or about the Building or Premises.
- 6. No space in the Premises shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the County.
- 7. Concessionaire shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of the Building or Premises, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.
- 8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks or the mechanism thereof. Concessionaire must, upon the termination of its tenancy, restore or return to the County all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by Concessionaire.
- 9. The County shall have the right to prohibit any advertising in or around the Building or Premises by the Concessionaire or any other party which, in the County's opinion, tends to impair the reputation or desirability of the Building or Premises, and upon notice from the County, the Concessionaire or the other party shall refrain from or discontinue such advertising.
- 10. Concessionaire, before closing and leaving the Premises, shall ensure that all doors are locked and all windows are closed.
- 11. The Premises shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.
- 12. There shall not be used in the Building or Premises, either by Concessionaire or occupants or by its agents or contractors, in the delivery, shipping or receipts of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as the County may require.

- 13. Concessionaire shall use only recyclable, compostable, or biodegradable packaging, cups, and plates to distribute food and beverages where cost is not prohibitive.
- 14. Concessionaire shall not cause or permit any unusual or objectionable odors to emanate from the Premises.
- 15. Concessionaire shall maintain a business mailing address that does not include the address of the Building or Premises. Any promotional materials distributed by Concessionaire or any occupant must include Concessionaire's business mailing address.
- 16. The use of drugs or alcoholic beverages in the Building or Premises is prohibited at all times. No person who is intoxicated or under the influence of drugs or alcohol is permitted to be in or around the Building or Premises.

EXHIBIT "C" TO THE CONCESSIONAIRE LEASE AGREEMENT

RESPONSE TO RFP

2019-105-RCB

Request for Proposal

Vista Center
2300 Building
Food Service Concession



To: Richard C. Bogatin

E-mail: RBogatin@pbcgov.org

Phone: 561-233-0214

Facilities Dev. & Operations

Property and Real Estate Management

2633 Vista Parkway

West Palm Beach, FL, 33411-5604, USA

From: Peter Torocsik

E-mail: petertorocsik@gmail.com

Cell: 1-561-929-9899

Ultimate Bakery & Pastry

Table of Content

Content	Sub Content	Page
1. Format for Response Pages		4
2. Agreement		4
3. Operation Plan/Business Plan		4
	a. Written Plans of Modifications	4
	b. Operating Hours	4
	c. Delivery	5
4. Food Services		6
	d. Proposed Menu with Description	6
	e. Prices	6
	f. Vending Machines	11
5. Experience/Qualifications		11
	g. Experience as a concessionaire	11
	h. Reference	12
6. Revenue Proposal		13
7. Financial Ability	×	14
	i. Balance Sheets and Income Statements	15
8. Small Business Enterprise		20
9. Local Business		21
10. Drug-Free Workplace Certification		22

11. Pictures	23
12. Signed Addendums	75
13. Additional Information	80
14. Attachments	85

1 Format for Response Pages

Please, see attachment

2. Agreement

Please, see attachment

3. Operation Plan/Business Plan

a. Written Plans of Modifications

Ultimate Bakery and Pastry has decided not to change the recent floorplan.

There are no plan to modify anything. The existing equipment's would stay as is. Our plan is to purchase the equipment from the present vendor.

The reason the keep the present owner equipment is that if we would change the floor plan the Department of Business and Professional Regulation would need it to approve it. The upcoming end of the year holidays would make the process even slower, since government entities usually work with less people around the holidays. The 30 days reopening would not be possible.

Only the entire equipment takeover with, non-significant additional pieces, can secures non-interruption of service.

We would add one (1) **bakery owen**, which would be placed next to the existing grill. Since the 220 electric outlet is accessible there.

In addition, we would add 1-2 **soup kettles**. Those would be placed on the existing counters, next to the microwaves.

All the equipment purchased from the present vendor and the additional equipment are used. **Menu board** will be new. Moreover, we would have a lighted open sign and a lighted pizza sign.

b. Operating Hours

The planned operating ours for the Café will be from 7:00 A.M. -3:00 P.M. to the public. The preparation for the day would start between 5:30 A.M. and 6:00 A.M.

c. Delivery

The delivery is free.

The suggested 10-15 % gratuity can encourage the delivery person to do an excellent and fast job!

The delivery of meals to the Operations and Support Centers are available. If the order comes in before 11:00 A.M. than the delivery will have no charge, and the delivery will be done by 11:45 A.M. to make sure that Palm Beach County Employees can be on their lunch break with their lunches at 12:00 P.M.

In order to facilitate fast/ accurate service we will collect preordering requests from our costumer before 11.00 am by phone or emails. The system allows to prepare the meal orders ahead by accelerating the service process. No line, no wait, no hassle service will provide longer and comfortable lunch. Peter can compete with any neighborhood "drive through windows". Save your parking place and gasoline and come to dine with us!

4. Food Services

a. Proposed Menu

We accept all major credit cards. No minimum apply.

Our "Opinion Box" welcomes your suggestions!

Please start your sentence like "Let me tell you something......" And we will improve our service.

c. Prices

Peter's Hot Meal Specials (\$6.00)

First Week Monday

Potato Noddle Casserole Oven Baked Chicken Fingers, Pickles Minestrone Soup Garlic Roll

Tuesday

Grilled or Breaded Chicken Breast Filet Macaroni & Cheese Cucumber Salad Garlic Roll

Wednesday

Hungarian Beef "Goulash"

- Beef Stew by original Hungarian Recipe

Tomato Meat Sauce over Cheese Ravioli

Roll

Thursday

Pork Roast Tenderloin

Mashed Potato

Gravy

Cucumber Salad

Roll

Friday

Fish & Chips Tartar Sauce Roll

Second Week

Monday

Grilled Cheese with Tomato & Bacon

Tomato Basil Soup

Side Salad

Tuesday

Wings and Ribs Steamed Rice Seasoned Black Bean Sweet Corn, Roll

Wednesday

BBQ Roast Chicken Mashed Potato

Steamed Vegetable, Roll

Thursday

"Vienner Schnitzel"

- Lean breaded veal filet from Vienna/Budapest

Sweet Potato

Seasoned Red Cabbage, Roll

Friday

Tuna Noodle Casserole

- White Albacore Tuna chunks in light garlic sauce, combined with pasta and baked in the owen. Delicious pasta dish!

Steamed Broccoli

Fish Soup

Garlic Roll

Peter's "Do NOT Cook Tonight" Specials

- Discounted HOT MEAL prices after 2:30 P.M. \$5.00
- 2. Weekly Meal Ticket (Prepaid the previous week) \$25.00

Breakfast

Breakfast will be served all day long upon costumer request.

Egg & Cheese Sandwich (Add Bacon, Sausage or Ham for an additional \$1.50)

(Add Home Fried Potato for an additional \$1.50)

On Bread	\$3.00	
On Bagel	\$3.75	
On English Muffin	\$3.75	
On Croissant	\$4.00	
Cheese Omelet	\$4.00	
Vegetable Omelet	\$4.00	
French Toast	\$3.00	
3 Large Pancakes	\$3.00	

Hot Coffee (12 oz.)	\$1.50
Hot Tea (12 oz.)	\$1.50
Iced Coffee (16 oz.)	\$2.00
Espresso	\$2.00
Coffee Latte (16 oz.)	\$3.00
Cappuccino (16 oz.)	\$3.00

Lunch

Ham & Cheese Sandwich	\$4.50	
Turkey & Cheese Sandwich	\$4.50	
BLT (Bacon, Lettuce, Tomato)		\$4.50
Genoa Salami Sandwich		\$4.50
Grilled Cheese with tomato and bacon		\$4.50

Add the soup of the day for \$1.50 extra.

1/3 Angus Cheeseburger	\$4.00
Vegetarian Burger	\$4.00
French Fries	\$2.50
Grilled Ham & Cheese Panini	\$4.50
Meatball Sub	\$4.50
Italian Sausage Sub	\$5.50
White Albacore Tuna Salad Wrap	\$5.50
Cranberry Chicken Salad Wrap	\$5.50

Soups

The ingredients of our fine soups are like the ingredients in the fine medicine that makes you feel better and full: the balance of starchy and non-starchy vegetables add protein into your soup naturally. Beets, broccoli, cabbage, carrots, cauliflower, green beans, mushrooms, okra, onions, peppers, spinach, zucchini and tomatoes, with non-animal protein sources (kidney beans, black beans, lentils and green split green peas) are part of the menu and always available on the SOUP-STATION 11.00 AM - 2.30 PM daily. Whole grain breads, rolls, crackers, wraps, skinless chicken and turkey and tofu, as well as lean beef, veal, pork and fish will be parts of Peter's Healthy Choices.

12 oz. Vegetable Soup for \$3.00 (Split Pea, Potato, bean, Tomato Basil, Tomato Cabbage, Cauliflower, Cream of Mushroom, Broccoli, Cheddar, etc....)

12 oz. Meat Soups for \$4.00 (Hungarian Beef Goulash, Fish, Chicken Noodle, Italian Wedding, Chili, etc....)

g

Healthy Items

Salad Box for \$6.00 (with Salad Dressing and Crackers or Croutons)

- (Salad boxes are premade and tasty options can be added after order: Tuna Salad, Chicken Salad, Egg Salad,) Grilled Chicken, Breaded Chicken, Fish)

Protein Platter for \$8.00 (with Salad Dressing and Crackers or Croutons)

- (Cheese, Ham, Turkey, Salami, Hard Boiled Egg on Greens of Spinach, Romain Lettuce, Cherry Tomatoes)

Smooties for \$5.00 (16 oz.)

- Banana
- Banana and Strawberry
- Banana and Blueberry
- Protein
- Slim Fast
- Spinach and Banana Smoothie

Fruit Cups for \$5.00

Cold Oatmeal with fruits and nuts for \$5.00

Pizza Corner

16 inch Three Cheese Pizza \$12.00

One Slice Pizza for \$2.50

One Slice Pepperoni for \$3.50

One Slice Vegetable for \$3.50

Pizza Bagel for \$2.50

Bialys (Baker Dozen, only preorder) for \$12.00

e. Vending Machines

We are planning to leave the vending machine operations as is, since 30 days to start an operation would not be enough to change the vending machines.

When the food operation at the Café is established than we would set up our own vending machines.

The items and prices would be based on a questionnaire filled out by Palm Beach County Employees. The responds would tell us exactly what the employees would want to have in vending machines.

The prices would stay the same to the present prices.

5. Experience/Qualifications

f. Experience as a Concessionaire

Ultimate Bakery and Pastry Inc. is Palm Beach County- based Food Service Contractor with 2 (two) ongoing service contracts with City of Boynton Beach. (Occupational Licenses of Palm Beach County, Town of Ocean Ridge and City of Boynton Beach are attached).

I enclosed the FEIN Number (81-137 9930) and recent contract-renewals of City Public Golf Course Restaurant and the Oceanfront Parks Snack Bar (Turtle Café) also.

Owner/Manager PETER TOROCSIK, Hungarian born baker/pastry worker/chef is pleased to submit Ultimate Bakery and Pastry's proposal in response to RFP 2019-105-RCB operation of VISTA CENTER FOOD SERVICE CONCESSION.

As you may know Ultimate Bakery and Pastry Company has a great deal of experience in running food service operations in wide variety of settings. Given the broad base of contracts which we have fulfilled in the past (Broward County Sheriff Office Cafeteria. Fort Lauderdale Police Department/Broward County Emergency Food Service for Hurricane Vilma and Katrina, City of Palm Beach Gardens, City of Miami and recently City of Boynton Beach). The company have served countless costumers over a period of decades.

The VISTA CENTER CAFÉ Food Service operation would be similar to what we have owned and managed in the past 30 years.

Family restaurants, bakeries, pastry shops in Budapest, New York, Boca Raton, and most significantly USA NO-1 Weight Loss Food Program (CAMP SHANE) has helped develop our experience in the hospitality industry.

The VISTA CENTER food operation is a big challenge: only quality selection of ingredients, new menu, competitive and consistent prices, can revitalize dining interest of one-time visitors and employees of building(s). Despite the cafeteria is hiding from public eye, the



sweet-smell of pastries -strudels, turnovers, danishes, muffins, cookies etc. - and our old fashion cooking will turn the "sleepy café" into vibrant and delightful location. The soupstation opens for aroma and the fresh baked roll fills you up well.

We know the beginning will not be easy. Patience and success are brothers. Ultimate Bakery and Pastry has combined both.

I, Peter Torocsik, owner and manager of ULTIMATE BAKERY and PASTRY Inc. believes the submitted proposal is good for both side based: clean, greedless and responsible food service operation are general factors of good in-house workplace atmosphere. We know this and our "TIP JAR" is always full. Come to see us or taste samples on oral presentation! These basics have been the keys to our success in our endeavors. I'm proud to say that our costumer continue to recommend us to their friends allowing us to grow, and to do what we love and improve our services year after year.

Sincerely,

Peter Torocsik

President Ultimate Bakery and Pastry 561-305-8646

g. References

Authentic references are Ron Tapper and Sam Reep Golf Course Managers (561-742-6501/6502) or/and Wally Major Director of Recreation & Parks (561-742-6255) They can represent opinions of golfers, Women and Men League, and the atmosphere of the entire Beach Community (lifeguards/tourists/local visitors).

1.

Contact Person: Ron Tapper, Golf Course Manager

Name: City Of Boynton Beach

Address: 3301 Quantum Blvd, Suite 101, Boynton Beach, FL 33426

Phone Number: 561-742-6501

Dates of Operation: 6:00 A.M. - 6:00 P.M., Monday-Sunday

2.

Contact Person: Sam Reep, Golf Course Manager

Name: City Of Boynton Beach

Address: 3301 Quantum Blvd, Suite 101, Boynton Beach, FL 33426

Phone Number: 561-742-6502

Dates of Operation: 6:00 A.M. - 6:00 P.M., Monday-Friday

3.

Contact Person: Wally Major, Director of Parks & Recreation

Name: City Of Boynton Beach

Address: 3301 Quantum Blvd, Suite 101, Boynton Beach, FL 33426

Phone Number: 561-742-6501

Dates of Operation: 8:00 A.M. - 5:00 P.M., Monday-Friday

4.

Contact Person: Steven Grant, Mayor for City of Boynton Beach

Name: City Of Boynton Beach

Address: 3301 Quantum Blvd, Suite 101, Boynton Beach, FL 33426

Phone Number: 561-742-6000

Dates of Operation: 8:00 A.M. - 5:00 P.M., Monday-Friday

6. Revenue Proposal

The proposed monthly rent \$ 500.00 per month (\$6000.00 per year)

or

7.5 % of the gross sales.

Whichever is greater!

The proposed rent helps natural growing and adequately benefit the landlord and tenant.

Better ingredients can be afford with a consistent and competitive price. In addition, it helps to keep good food service professionals on payroll.

The calculated \$400.00 daily sales suggested by the present food service operator can result a monthly \$600 rent (\$2000.00 income weekly, \$8000.00 monthly).

If we have 3-5% natural growth will result a much higher monthly rent amount soon!

Landlord could audit sales and sales tax record at its sole discretion.

7. Financial Ability

h. Balance Sheets and Income Statements

Please, see attachment

8. Small Business Enterprise

Please, see attachment

9. Local Business

Please, see attachment

10. Drug-Free Workplace Certification

Please, see attachment

ULTIMATE BAKERY & PASTRY, INC.

October 31, 2019

FINANCIAL STATEMENTS - INCOME TAX BASIS

Accountants Compilation Report	ĺ
Statements of Assets, Liabilities and Equity - Cash Basis	2
Statements of Revenues and Expenses - Cash Basis	3

ULTIMATE BAKERY & PASTRY, INC.

FINANCIAL STATEMENTS

October 31, 2019

PYBUS & COMPANY, P.A. CERTIFIED PUBLIC ACCOUNTANTS

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

824 U.S. HIGHWAY ONE, SUITE 240 NORTH PALM BEACH, FLORIDA 33408 PHONE (561) 282-1870 FAX (561) 282-1871 WWW.pybuscpa.com

Ultimate Bakery & Pastry, Inc. West Palm Beach, Florida

Management is responsible for the accompanying financial statements of Ultimate Bakery & Pastry, Inc. (a corporation), which comprise the statement of assets, liabilities, and equity—cash basis as of October 31, 2019, and the related statement of revenues, expenses, and retained earnings—cash basis for the year then ended in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Ultimate Bakery & Pastry. Inc.

Pybus & Company, P.A.

Pybus & Company, P.A. November 15, 2019

Ultimate Bakery Pastry Inc. Profit & Loss January through October 2019

		Jan - Oct 19
Ordinary Inco	ome/Expense	
	Income	
	Sales	400,209.13
	Total Income	400,209.13
	Cost of Goods Sold	
	Purchases	131,264.68
	Total COGS	131,264.68
Gross	s Profit	268,944.45
	Expense	
	Salaries & Wages	10,000.00
	Rent Expense	6,062.00
	Business Licenses and Permits	974.48
	Professional Fees	5,900.00
	Depreciation Expense	2,280.00
	Utilities	3,621.88
	Auto Expense	12,024.00
	Fuel Expense	3,789.89
	Total Expense	44,652.25
Net Ordinary	Income	224,292.20
Net Income		224,292.20
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Owner's Equity	Beginning of period	20,165.01
Distributions		\$ (229,369.76)
Owner's Equity, End O	f Period	15,097.46



Ultimate Bakery Pastry Inc Balance Sheet As of October 31, 2019

	Oct 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Cash in bank	5,063.46
Inventory	3,350.00
Total Current Assets	8,413.46
Fixed Assets	
Accumulated amortization	(6,840.00)
Furniture and equipment	15,960.00
Total Fixed Assets	9,120.00
TOTAL ASSETS	15,253.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll liabilities	56.00
Total Other Current Liabilities	56.00
Total Current Liabilities	56.00
Total Liabilities	56.00
Equity	
Capital stock	100.00
Retained earnings	15,097.46
Total Equity	15,197.46
TOTAL LIABILITIES & EQUITY	15,253.46



Office of Equal Business Opportunity

50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



Palm Beach County Board of County Commissioners

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hai R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

November 19, 2019

Mr. Peter Torocsik Ultimate Bakery & Pastry Inc. 6415 N Ocean Boulevard Boyton Beach, Florida 33435

Dear Mr. Torocsik:

Your application for SBE Certification has been received by our office. Your file has been assigned to Ms. Deirdre Kyle, Business Development Specialist III. You will be contacted if more information is required.

Please be advised that the Certification review will be completed within Ninety (90) business days of receipt of all required documentation and a determination of your firm's eligibility will be issued.

Thank you for your interest in doing business with Palm Beach County. If you have any questions, please call us at (561) 616-6840.

Sincerely,

Michelle Han

Administrative Secretary

"An Equal Opportunity Affirmative Action Employer"





P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264

LOCATED AT

6415 North OCEAN BLVD BOYNTON BEACH, FL 33435

TYPE OF BUSINESS	OWNER	CERTIFICATION#	RECEIPT #/DATE PAID	AMT PAID	BILL#
72-0007 TAKE OUT	ULTIMATE BAKERY AND CATERING AT BOYNTON	NOS6021653	B20.114957 - 11/13/19	\$37.95	B40170666

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT

ULTIMATE BAKERY AND CATERING AT BOYNTON BEACH OCEAN FRONT PARK INC ULTIMATE BAKERY AND CATERING AT BOYNTON BEACH OCEAN FRONT PARK INC 6415 N OCEAN BLVD BOYNTON BEACH, FL 33435

LBTR Number: 2017099555 EXPIRES: SEPTEMBER 30, 2020

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Ultimate Bakery & Pastry

Cell: 1-561-305-8646, E-mail: petertorocsik@gmail.com



The City of Boynton Beach



Finance/Procurement Services P.O. Box 310 Boynton Beach, Florida 33425-0310 Telephone No: (561) 742-6310 FAX: (561) 742-6316

September 6, 2019

Peter Torocsik, President ULTIMATE BAKERY AND PASTRY, INC. 3570 South Ocean Blvd., #407 South Palm Beach, FL 33480

VIA EMAIL TRANSMITTAL TO: petertorocsik@gmail.com

RFP:

RESTAURANT CONCESSIONAIRE FOR THE LINKS GOLF COURSE

RFP No.:

061-2910-15/JMA

CURRENT TERM:

November 3, 2018 thru November 2, 2019

Dear Mr. Torocsik:

The current renewal term for the "Restaurant Concessionaire at the Links Golf Course" contract awarded to Ultimate Bakery and Pastry expires November 2, 2019.

We have been very happy with Ultimate Bakery and Pastry's service. The contract documents allow for one (1) additional one-year renewal and we would like to extend the contract terms for an additional one-year period with the same terms, conditions and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to marmere@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Eric Marmer, Buyer at (561) 742-6318.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

In W. HD

cc: Sam Reep, Administrative Assistant, The Links Ronald Tapper, Golf Course Manager, The Links Glenn Landgraf, Golf Course Superintendent, The Links File











Peter Torocsik <pastrypete1947@gmail.com>

Benefits of Accreditation with the Better Business Bureau

1 message

Karen Smith <ksmith@bbbsefl.org>
To: pastrypete1947@gmail.com

Thu, Oct 31, 2019 at 11:35 AM

Dear Peter.

I am attaching a list of benefits that are offered from the Better Business Bureau. These items will assist you in marketing and advertising your company in your community and will certainly convey the sense of trust.

We receive over 4,000 positive interest inquiries every day here in Southeast Florida and according to our data base your company has received 14 positive inquiries for the first 10 months of this year and 17 for the past 12 months! As we say here at the BBB the positive inquiries often turn into actual customers once you are accredited!

And congratulations on an A+ rating!

I'll follow up with you later next week. I'm in the office mon-friday 8:30-5pm.

Sincerely,

Karen Smith

Karen Smith

Accreditation Specialist

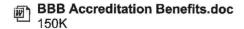
Better Business Bureau Serving Southeast Florida and the Caribbean

4411 Beacon Circle West Palm Beach, FL 33407

p: 561-842-9278 ext. 165

ksmith@bbbsefl.org





-29-







© 2018 Square Capital, LLC. All rights reserved.. US218-M-ADV-0276-01

Square, the Square logo, Square Capital, and others are trademarks of Square, Inc., and/or Square Capital, LLC. Square Capital, LLC is a wholly owned subsidiary of Square, Inc., d/b/a Square Capital of California, LLC in FL, GA, MT, and NY.

All loans are issued by Celtic Bank, a Utah-Chartered Industrial Bank. Member FDIC, located in Salt Lake City, UT. Loans are not issued to borrowers in ND. The individual authorized to act on behalf of the business must be a U.S. citizen or permanent resident and at least 18 years old. Valid U.S. bank account and Social Security number or Individual Taxpayer Identification Number are required. Actual fee depends upon payment card processing history and loan amount. A minimum payment of 1/18th of the initial loan balance is required every 60 days and full loan repayment is required within 18 months. Loan eligibility is not guaranteed. All loans are subject to credit approval. This is an advertisement communication. FM0418



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING DIVISION

115 S. Ajadrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

Date: April 17, 2007

Peter Torocsik
Ultimate Catering Inc
701 E Coco plum Cir #6
Plantation, FL 33324
Fax: 954-327-1105

Dear Mr. Torocsik:

Your contract no G506208B1, for Food Services after Hurricane Emergency expires 8/02/07 and may be renewed under the original provisions through 08/02/08.

Note: The purpose of this letter is to determine your desire relative to this renewal provision. This inquiry does not constitute an extension or renewal of this contract.

Please sign in the space afforded at the bottom of the page indicating your desire regarding the renewal provisions.

Under Section 21.119.b.6., Broward County Procurement Code, a vendor who enters into a contract with the county and then requests cancellation may be debarred from further business with the county for a period generally not to exceed three (3) years. This action will be invoked if you indicate approval of the contract renewal and subsequently fail to perform, without sufficient and just cause.

Your response should be received in the purchasing division no later than ten (10) business days from date of this letter, 5:00 p.m. Failure to respond may be deemed as tacit evidence that your firm is no longer interested in requesting its option to renew this contract.

Your cooperation in this matter is appreciated.

For further information please contact John Torrenga of the purchasing division telephone # (954) 357-6081 fax # (954) 357-5527.

Attached is the interest renewal form, please complete and return within the next ten business days.

AA		Title:	PRESIDENT	
Cc: Joan Kimball, Wa	Name: ter and Wastewater Services Di	*	TOROCSIK PETER ULTIMATE CATERING IN TAX IC34-2012020 56-305-8646	

Broward County Board of County Commissioners

Josephus Eggelletion, Jr. • Ben Graber • Sue Gunzburger • Kristin D. Jacobs • Ilene Lieberman • John E. Rodstrom, Jr. • Jim Scott • Diana 49 NLW 70ST #302

www.broward.org

A RATON, FL, 33478

Broward Sheriff's Office

2601 West Broward Boulevard Fort Lauderdale, Florida 33312 (954) 831-8900 • www.sheriff.org



June 18, 2007

TO WHOM IT MAY CONCERN:

This letter of recommendation is prepared on behalf of Mr. Peter Torocsik, Owner and Food Service Director, of Ultimate Catering, Inc... Ultimate Catering has been the Broward Sheriff's Office food service vendor, located on the second floor of the Public Safety Building at 2601 West Broward Boulevard, Fort Lauderdale, Florida, for the past 4 years. Also, we recently renewed our multi-year food service contract with Ultimate Catering. Ultimate Catering has provided daily food service, Monday through Friday, for breakfast and lunch for BSO employees during this contract.

Ultimate Catering provided excellent "emergency food service", included in our contract and declared by the Sheriff for Hurricanes Katrina and Wilma. The emergency food service was for 3 meals per day and a midnight snack each night for 250 employees until the emergency status was lifted. Additionally, Ultimate Catering has purchased and warehoused a large emergency food and beverage inventory in preparation for pending hurricane and/or man-made emergencies for BSO.

To date, based on my experience as the Ultimate Catering, Inc. contract administrator for the Broward Sheriff's Office, and the professionalism and cooperation of Ultimate Catering, I recommend your consideration of Mr. Torocsik and the Ultimate Catering team for food service projects.

H. Dan Revis , Director

Project Development Bureau

Broward Sheriff's Office





"Oh, My Good!"
Goodies







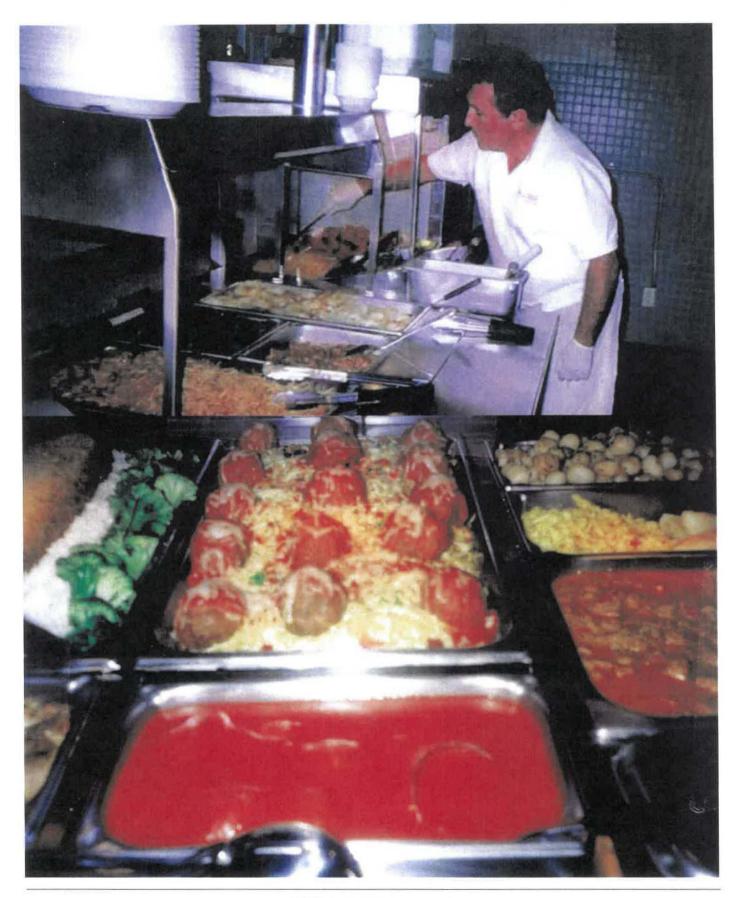












RESPONSE TO INVITATION TO BID
Child Care Food Program Catering Contract
Ultimate Bakery & Pastry
561-305-8646





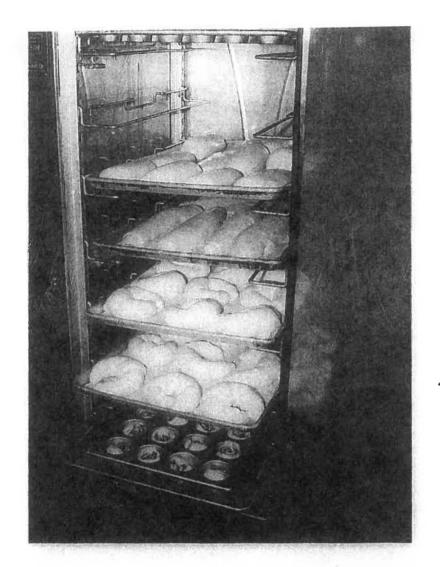




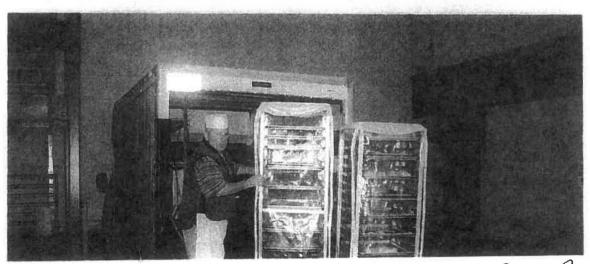








CROISSANT IN PROOTER RSO BALLY



PASTRY DELIVERY FROM BSO TO FIPD 2008
-358-



VIP Treats!

















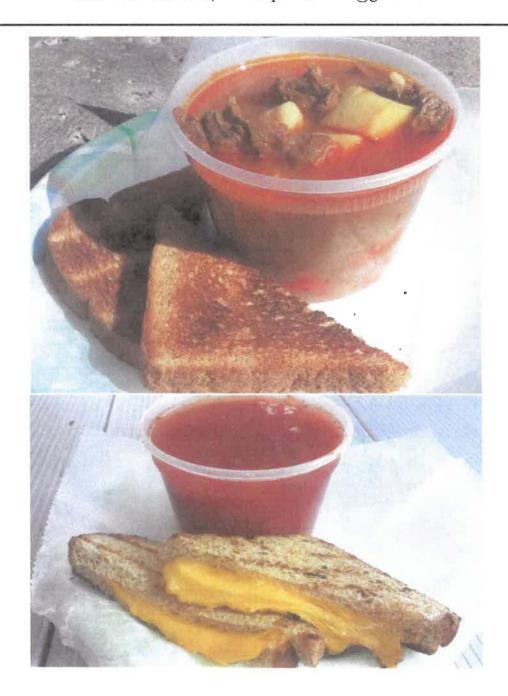


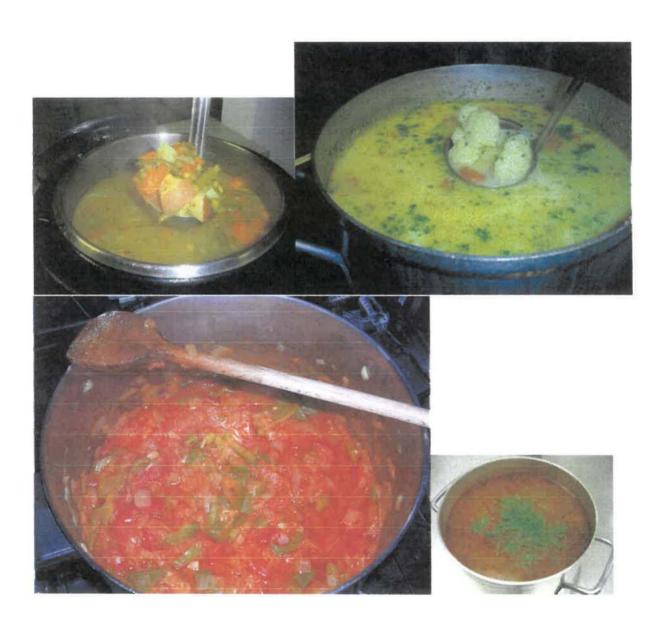
















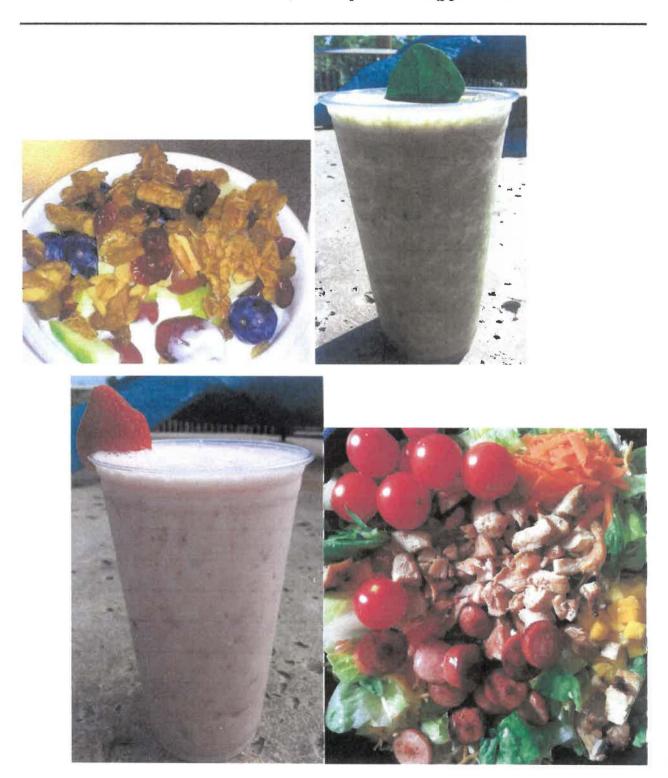




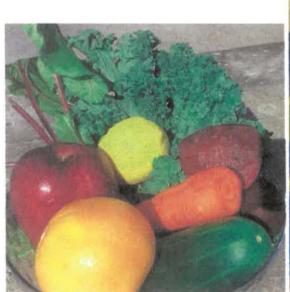
Cell: 1-561-305-8646, E-mail: petertorocsik@gmail.com



SOLID WHITE ALBACOR TUNA



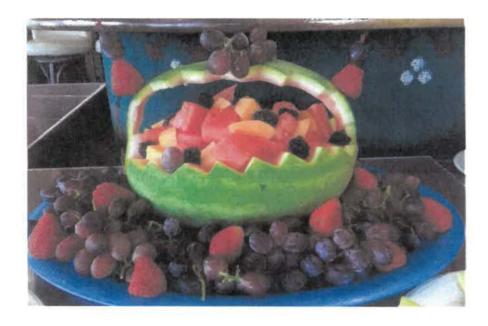
















CRAPES

Ultimate Bakery & Pastry





Cell: 1-561-305-8646, E-mail: petertorocsik@gmail.com



SOUPS TO-GO

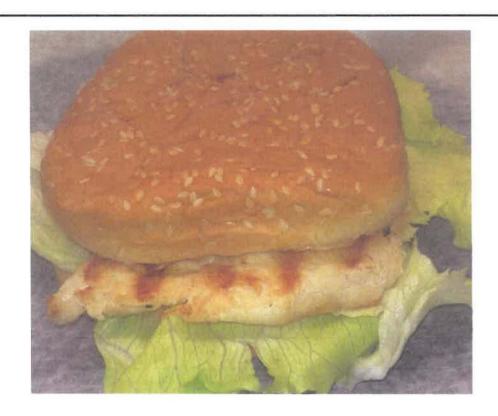


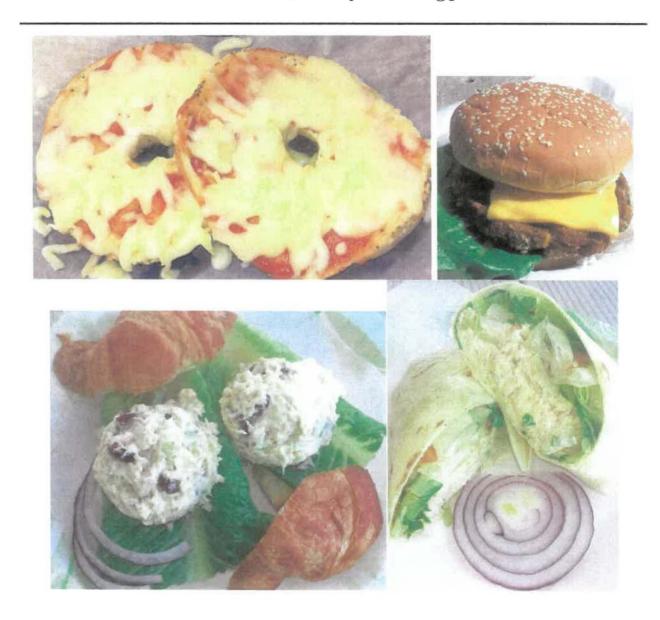














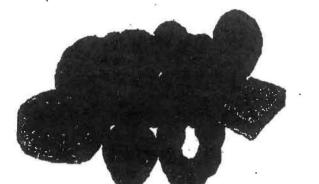
Cell: 1-561-305-8646, E-mail: petertorocsik@gmail.com



| CED CAFFE ARNOLD







Phone: (954) 327 1105

Cell: (561) 305 8646

Fax: (954) 424 3232

E-mail: torocsikpeter@yahoo.com

149 N. W. 70St, Boca Raton, FL, 33487

Emergency Menu Plan

for Broward County Sheriff's Office and Fort Lauderdale Police Department



Ultimate Catering Inc.

Phone: (954) 327 1105

Cell: (561) 305 8646

Fax: (954) 424 3232

E-mail: torocsikpeter@yahoo.com

149 N. W. 70St, Boca Raton, FL, 33487

Breakfast (5:00 A. M.-9:00 A. M.)

- Assorted Bagels with Cream Cheese, Jelly, Butter
- · Pancakes with Maple Syrup
- Scrambled Eggs with White Toast or Wheat Toast or English Muffins or Bagels
- · Bacons or Sausage, French Toast
- · Instant Grits, Hot or Cold Cereal, Instant Oatmeal
- Assorted Breakfast Pastries (Muffins, Danishes, Turnovers, Cinnamon Rolls, etc...)
- · Orange Juice or Apple Juice, Coffee or Tea, Milk
- Fresh Fruit (Orange, Banana, Apple)

Lunch (11 A. M.- 2:30 P. M.)

- · Creamy Potato Soup, Roll
- Chicken Fajita, Steamed Rice, Seasoned Black Beans
- Chips, Desserts (Assorted Cookies, Brownies, Rugallah, Strudels, etc...)
- Fruits (Fresh or Canned)
- Assorted Soda or Battled Water, Coffee or Tea

Dinner (5:30 P. M.-8:00 P. M.)

- · Oven Roasted Pork Tenderloin Slices (8 oz.), Mashed Potato, Gravy, Cut Green Peas, Roll
- Desserts (Assorted Cakes)
- Fruits
- Assorted Soda or Battled Water, Coffee or Tea

Midnight Snacks (11:00 P. M.-1:00 A. M.)

- · Hot Chili Soup
- Nathan All Beef Hot-Dog (2 Pieces) with Bun
- · Assorted Soda or Battled Water
- Hot Chocolate, Coffee or Tea

Under the emergency circumstances the food service director reserves the right to make adjustments if necessary.



Ultimate Catering Inc.

Phone: (954) 327 1105

Cell: (561) 305 8646

Fax: (954) 424 3232

E-mail: torocsikpeter@yahoo.com

149 N. W. 70St, Boca Raton, FL, 33487

Breakfast (5:00 A. M.-9:00 A. M.)

- Assorted Bagels with Cream Cheese, Jelly, Butter
- Pancakes with Maple Syrup
- · Scrambled Eggs with White Toast or Wheat Toast or English Muffins or Bagels
- . Bacons or Sausage, French Toast
- Instant Grits, Hot or Cold Cereal, Instant Oatmeal
- Assorted Breakfast Pastries (Muffins, Danishes, Turnovers, Cinnamon Rolls, etc...)
- · Orange Juice or Apple Juice, Coffee or Tea, Milk
- Fresh Fruit (Orange, Banana, Apple)

Lunch (11 A. M.- 2:30 P. M.)

- Tomato Basil Soup
- Turkey and Cheese or Ham and Cheese Sandwich (Lettuce, Tomatoes, Pickles, Green Pepper, Onion)
- Chips, Desserts (Assorted Cookies, Brownies, Rugallah, Strudels, etc...)
- Fruits (Fresh or Canned)
- · Assorted Soda or Battled Water, Coffee or Tea

Dinner (5:30 P. M.-8:00 P. M.)

- Breaded Chicken Breast Filet (8-10 oz.), Mashed Potato, Brown Gravy, Cole Slow, Steamed Vegetable, Roll
- Desserts (Assorted Cakes)
- · Fruits
- Assorted Soda or Battled Water, Coffee or Tea

Midnight Snacks (11:00 P. M.-1:00 A. M.)

- Assorted Sandwiches
- Assorted Soda or Battled Water
- Hot Chocolate, Coffee or Tea



Ultimate Catering Inc.

Phone: (954) 327 1105

Cell: (561) 305 8646

Fax: (954) 424 3232

E-mail: torocsikpeter@yahoo.com

149 N. W. 70St, Boca Raton, FL, 33487

Breakfast (5:00 A. M.-9:00 A. M.)

- Assorted Bagels with Cream Cheese, Jelly, Butter
- Pancakes with Maple Syrup
- · Scrambled Eggs with White Toast or Wheat Toast or English Muffins or Bagels
- · Bacons or Sausage, French Toast
- · Instant Grits, Hot or Cold Cereal, Instant Oatmeal
- Assorted Breakfast Pastries (Muffins, Danishes, Turnovers, Cinnamon Rolls, etc...)
- · Orange Juice or Apple Juice, Coffee or Tea, Milk
- Fresh Fruit (Orange, Banana, Apple)

Lunch (11 A. M.- 2:30 P. M.)

- Hungarian Beef Gulash (Saltine Crackers)
- Staffed Pita Bread with Humus or Chicken Salad (Lettuce, Tomatoes, Pickles, Green Pepper, Onion)
- Chips, Desserts (Assorted Cookies, Brownies, Rugallah, Strudels, etc...)
- Fruits (Fresh or Canned)
- Assorted Soda or Battled Water, Coffee or Tea

Dinner (5:30 P. M.-8:00 P. M.)

- Chicken Paella, Stir Fry Vegetable
- Desserts (Assorted Cakes)
- · Fruits
- Assorted Soda or Battled Water, Coffee or Tea

Midnight Snacks (11:00 P. M.-1:00 A. M.)

- Double Cheese Burger on Bun, Chips
- Assorted Soda or Battled Water
- · Hot Chocolate, Coffee or Tea

CA



Ultimate Catering Inc.

Phone: (954) 327 1105

Cell: (561) 305 8646

Fax: (954) 424 3232

E-mail: torocsikpeter@yahoo.com

149 N. W. 70St, Boca Raton, FL, 33487

Breakfast (5:00 A. M.-9:00 A. M.)

- Assorted Bagels with Cream Cheese, Jelly, Butter
- · Pancakes with Maple Syrup
- Scrambled Eggs with White Toast or Wheat Toast or English Muffins or Bagels
- . Bacons or Sausage, French Toast
- Instant Grits, Hot or Cold Cereal, Instant Oatmeal
- Assorted Breakfast Pastries (Muffins, Danishes, Turnovers, Cinnamon Rolls, etc...)
- Orange Juice or Apple Juice, Coffee or Tea, Milk
- Fresh Fruit (Orange, Banana, Apple)

Lunch (11 A. M.- 2:30 P. M.)

- Creamy Broccoli and Cheddar Cheese Soup (Saltine Crackers)
- · Roast Beef Sub, Chips,
- Chips, Desserts (Assorted Cookies, Brownies, Rugallah, Strudels, etc...)
- Fruits (Fresh or Canned)
- Assorted Soda or Battled Water, Coffee or Tea

Dinner (5:30 P. M.-8:00 P. M.)

- · Plain or BBQ Roast Chicken, Mashed Potato, Sweet Peas, Roll
- Desserts (Assorted Cakes)
- · Fruits
- · Assorted Soda or Battled Water, Coffee or Tea

Midnight Snacks (11:00 P. M.-1:00 A. M.)

- · Jumbo Size Buffalo Chicken Wings, Celery Sticks, Blue Cheese
- Assorted Soda or Battled Water
- Hot Chocolate, Coffee or Tea

Under the emergency circumstances the food service director reserves the right to make adjustments if necessary.



Ultimate Catering Inc.

Phone: (954) 327 1105

Cell: (561) 305 8646

Fax: (954) 424 3232

E-mail: torocsikpeter@yahoo.com

149 N. W. 70St, Boca Raton, FL, 33487

Breakfast (5:00 A. M.-9:00 A. M.)

- · Assorted Bagels with Cream Cheese, Jelly, Butter
- · Pancakes with Maple Syrup
- Scrambled Eggs with White Toast or Wheat Toast or English Muffins or Bagels
- · Bacons or Sausage, French Toast
- . Instant Grits, Hot or Cold Cereal, Instant Oatmeal
- Assorted Breakfast Pastries (Muffins, Danishes, Turnovers, Cinnamon Rolls, etc...)
- · Orange Juice or Apple Juice, Coffee or Tea, Milk
- Fresh Fruit (Orange, Banana, Apple)

Lunch (11 A. M.- 2:30 P. M.)

- Chicken Rice Soup (Saltine Crackers)
- Cuban Sandwich (Lettuce, Tomatoes, Pickles, Green Pepper, Onion)
- Chips, Desserts (Assorted Cookies, Brownies, Rugallah, Strudels, etc...)
- Fruits (Fresh or Canned)
- Assorted Soda or Battled Water, Coffee or Tea

Dinner (5:30 P. M.-8:00 P. M.)

- Rigatoni Bolognese, Salad, Garlic Roll
- Desserts (Assorted Cakes)
- · Fruits
- Assorted Soda or Battled Water, Coffee or Tea

Midnight Snacks (11:00 P. M.-1:00 A. M.)

- · Chicken Nuggets (10 Pieces) with French Fries, Honey Mustard, BBQ Sauce, Cole Slaw
- Assorted Soda or Battled Water
- Hot Chocolate, Coffee or Tea

Under the emergency circumstances the food service director reserves the right to make adjustments if necessary.



Day 12

Ultimate Catering Inc.

Phone: (954) 327 1105

Cell: (561) 305 8646

Fax: (954) 424 3232

E-mail: torocsikpeter@yahoo.com

149 N. W. 70St, Boca Raton, FL, 33487

Breakfast (5:00 A. M .- 9:00 A. M.)

- · Assorted Bagels with Cream Cheese, Jelly, Butter
- Pancakes with Maple Syrup
- · Scrambled Eggs with White Toast or Wheat Toast or English Muffins or Bagels
- Bacons or Sausage, French Toast
- Instant Grits, Hot or Cold Cereal, Instant Oatmeal
- Assorted Breakfast Pastries (Muffins, Danishes, Turnovers, Cinnamon Rolls, etc...)
- · Orange Juice or Apple Juice, Coffee or Tea, Milk
- Fresh Fruit (Orange, Banana, Apple)

Lunch (11 A. M.-2:30 P. M.)

- Clam Chowder Soup (Saltine Crackers)
- Chicken or Vegetable Quesadilla, Flour Tortilla Stuffed with Sautéed White Chicken Breast and Vegetables
- Chips, Desserts (Assorted Cookies, Brownies, Rugallah, Strudels, etc...)
- Fruits (Fresh or Canned)
- · Assorted Soda or Battled Water, Coffee or Tea

Dinner (5:30 P. M.-8:00 P. M.)

- Beef Stroganoff over Egg Noodles, Roll
- Desserts (Assorted Cakes)
- · Fruits
- Assorted Soda or Battled Water, Coffee or Tea

Midnight Snacks (11:00 P. M.-1:00 A. M.)

- Cheese or Pepperoni Pizza Bagels, Salad
- · Assorted Soda or Battled Water
- Hot Chocolate, Coffee or Tea

Under the emergency circumstances the food service director reserves the right to make adjustments if necessary.





Day 14

Ultimate Catering Inc.

Phone: (954) 327 1105

Cell: (561) 305 8646

Fax: (954) 424 3232

E-mail: torocsikpeter@yahoo.com

149 N. W. 70St, Boca Raton, FL, 33487

Breakfast (5:00 A. M.-9:00 A. M.)

- Assorted Bagels with Cream Cheese, Jelly, Butter
- · Pancakes with Maple Syrup
- Scrambled Eggs with White Toast or Wheat Toast or English Muffins or Bagels
- Bacons or Sausage, French Toast
- . Instant Grits, Hot or Cold Cereal, Instant Oatmeal
- Assorted Breakfast Pastries (Muffins, Danishes, Turnovers, Cinnamon Rolls, etc...)
- Orange Juice or Apple Juice, Coffee or Tea, Milk
- Fresh Fruit (Orange, Banana, Apple)

Lunch (11 A. M.- 2:30 P. M.)

- Cream of Mushroom Soup (Saltine Crackers)
- Chicken Fingers (3 Pieces), French Fries
- Chips, Desserts (Assorted Cookies, Brownies, Rugallah, Strudels, etc...)
- Fruits (Fresh or Canned)
- · Assorted Soda or Battled Water, Coffee or Tea

Dinner (5:30 P. M.-8:00 P. M.)

- Cheese or Meat Lasagna, Marinated Tomato Sauce, Side Salad, Roll
- Desserts (Assorted Cakes)
- Fruits
- Assorted Soda or Battled Water, Coffee or Tea

Midnight Snacks (11:00 P. M.-1:00 A. M.)

- Nathan All Beef Hot-Dog (2 Pieces) with Bun
- Chips and Beans
- Assorted Soda or Battled Water
- Hot Chocolate, Coffee or Tea

Under the emergency circumstances the food service director reserves the right to make adjustments if necessary.





600



Broward Sheriff's Office

Peter Torocsik

Owner/Chof/Baker

Cell: 1-561-306-8646 Phone: 1-954-327-1105 Fax: 1-954-327-1175

E-mail:

Annandimakanthiakan ana

Office of the General Counsel

2601 West Broward Boulevard Fort Lauderdale, Florida 33312

(954) 831-8920 • www.sheriff.org

(954) 321-4425 (Fax - General Counsel)

(954) 321-5040 (Fax - Legal)

(954) 797-0937 (Fax - Confiscations Unit)



December 18, 2006

Peter Torocsik, President Ultimate Catering, Inc. 701 East Coco Plum Circle, #6 Plantation, FL 33324

Re:

Agreement between BSO & Ultimate Catering, Inc.

Dear Mr. Torocsik:

Enclosed please find an original fully executed agreement between the Broward Sheriff's Office and Ultimate Catering, Inc.

Should you have any questions or concerns, please do not hesitate to contact me at the above address or phone.

Very truly yours,

Kimberly A. Kisslan
Assistant Director

KAK/mol Enclosure

cc: Dan Revis, Director, Project Development

h: docs\kisslan\letters\2006\torocsik





City of Fort Lauderdale • Procurement Services Department 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 www.fortlauderdale.gov/purchasing

August 25, 2010

Ultimate Catering, LLC Attn: Peter Torocsik P.O. Box 3071 West Palm Beach, FL 33402

Dear Mr. Torocsik:

Congratulations, the City of Fort Lauderdale has awarded your company RFP 105-10498 for Cafeteria Concessions - Police Department.

Someone with authorization to sign for your company must place their signature on the attached document where indicated, agreeing to the terms, conditions and specifications set forth in the contract and have the signature notarized. THE CONTRACT SIGNOR MUST BE AN OFFICER OF THE COMPANY AND ATTESTED TO BY THE SECRETARY OR YOU MUST PROVIDE A DOCUMENT FROM AN OFFICER OF THE COMPANY, THAT AUTHORIZES THOSE LISTED TO SIGN ON THEIR BEHALF. Only the signatures of the authorized officers that are listed with the Division of Corporations will be accepted.

AFTER THE APPROPRIATE SIGNATURES AND NOTARY ARE RECEIVED, PLEASE RETURN BOTH ORIGINAL COPIES of the contract. Once the Director of the Procurement Services Department signs the contract, a fully executed copy will be returned to you.

We hope this will be a profitable and rewarding business relationship. I hope you will take a little extra time to make sure the above requirement is completed correctly and is sent to us in a timely manner.

Sincerely,

Carrie L. Keohane

Procurement Specialist I

Attachments

STI Platfor

71

Fort Lauderdale Police Department Cafeteria (2004-recently)

The menu and service is similar to the BSO operation. The delicious breakfast and lunch is available for 900 police officers and for 250 civilians (Stuff Support, public works, garage personnel, 911-operators).



City of Fort Lauderdale Emergency Food Service Contract (2004-Recently)

Emergency Food Service is provided in case of: Hurricanes, Flooding, and any God or man made disasters. During "Hurricane Vilma" Ultimate Catering provided 110,000 meals. During "Hurricane Katrina" Ultimate Catering provided 48,000/meals/during the Emergency Event in 2005.



Broward County-Special Events and Caterings 2004-2005)

<u>Family Picnic:</u> Employee's Picnic organized by the City at Snyder park. Ultimate Catering served 4,000 participants.





<u>DUIs:</u> Monthly food and beverage catering service for working police officers. <u>Auction:</u> Catering on the Car Auction site for City of Fort Lauderdale.



Broward County Sheriff's Office Cafeteria (2001-2007)

The BSO cafeteria is providing breakfast and lunch for 1400 police officers on a daily basis. The menu includes not only variety of pastries and breakfast egg items but also hot meals with salads and hot soups. The BSO cafeteria has catering events almost every week for different occasions and for different departments.



City of Miami



JOHNNY MARTINEZ, P.E. City Manager

March 9, 2012

Mr. Peter Torocsik Ultimate Catering LLC P.O. Box 3071 West Palm Beach, Florida 33402

Re: Concession Agreement between City of Miami ("City") and Ultimate Catering LLC ("Concessionaire") for use of concession operations in the City of Miami Riverside Center, located at 444 SW 2nd Avenue, Miami, Florida 33130.

Dear Mr. Torocsik:

Attached for your record is an original of the Concession Agreement between the City of Miami and Ultimate Catering LLC, for use of the Miami Riverside Center cafeteria located at 444 SW 2nd Avenue, Miami, Florida.

We have not received the list of items you agreed to provide to us at our last meeting. Kindly provide this information to us within the next five days.

Should you have any questions, please contact Peter Kendrick, Lease Manager, at (305) -416-1471. 305-336-1281

Sincerely

Henry Torre, Director

Department of Public Facilities

Enclosure

HT/DN/PK/ Cover Letter for MRC Concession

Addendum No. 1 to RFP No. 2019-105-RCB



Request For Proposals to Provide a Food Service Concession at Vista Center

October 25, 2019

This Addendum shall be added to and become a part of the RFP and governed by all terms and conditions set forth therein.

- **A.** The County received the following questions as set forth below and is issuing the following response:
- 1. Questions received from David Lockhart/ Big Lock Mobile:

Question: If we choose not to purchase the existing equipment it will be difficult to meet the 30 day deadline to open the concession for business. Is there an opportunity for an extension to that deadline?

Answer: Pursuant to the Lease Agreement, Section 1.06 Length of Term and Commencement Date, the concession must be open within 30 days after the Effective Date. However, should the respondent feel 30 days after the Effective Date time frame is insufficient, the respondent shall identify in its response the reason why this is not enough time and provide the amount of time necessary to open its concession for business.

Question: Is there an advantage to a respondent that purchases the existing equipment?

Answer: As discussed in the mandatory pre-proposal meeting, there are no point deductions or point additions associated with the purchase of the existing equipment.

Question: Can we use third party delivery companies, such as Uber Eats/Door Dash, Delivery Dudes, independent contractors, etc.?

Answer: Yes, there are no prohibitions for the use of third party delivery companies. However, be sure to identify this activity and provide any costs to the recipient (person that ordered the food) in the Operation Plan / Business Plan of your response, as provided for in Section II B. 3. (C) of the RFP.

Question: Can you provide a copy of the current concessionaire's menu?

Answer: Yes. The menu is attached as Exhibit "1".

Question: Can I review the current concessionaire's response to the Request for Proposal including the current Concessionaire Agreement.

Answer: The current concessionaire's response to the Request for Proposal is in storage and is expected to be available on November 1, 2019. Respondents attending the mandatory pre-proposal meeting will be able to review the response and the current concessionaire's agreement at our office at that time.

NOTE: Please acknowledge receipt of this Addendum No. 1 by signing below and returning this page with your Proposal. Each Addendum to the RFP must be signed by an authorized agent and submitted with the Proposal or the Proposal may be deemed non-responsive.

RECEIVED ON NOVEMBER 4.2010 BY PETED TOROLAIL. BAKEBLY & PASTRO

75

Addendum No. 1 to RFP No. 2019-105-RCB

Request For Proposals to Provide a Food Service Concession at Vista Center

October 25, 2019

This Addendum shall be added to and become a part of the RFP and governed by all terms and conditions set forth therein.

- A. The County received the following questions as set forth below and is issuing the following response:
- 1. Questions received from David Lockhart/ Big Lock Mobile:

Question: If we choose not to purchase the existing equipment it will be difficult to meet the 30 day deadline to open the concession for business. Is there an opportunity for an extension to that deadline?

Answer: Pursuant to the Lease Agreement, Section 1.06 Length of Term and Commencement Date, the concession must be open within 30 days after the Effective Date. However, should the respondent feel 30 days after the Effective Date time frame is insufficient, the respondent shall identify in its response the reason why this is not enough time and provide the amount of time necessary to open its concession for business.

Question: Is there an advantage to a respondent that purchases the existing equipment?

Answer: As discussed in the mandatory pre-proposal meeting, there are no point deductions or point additions associated with the purchase of the existing equipment.

Question: Can we use third party delivery companies, such as Uber Eats/Door Dash. Delivery Dudes, independent contractors, etc.?

Answer: Yes, there are no prohibitions for the use of third party delivery companies. However, be sure to identify this activity and provide any costs to the recipient (person that ordered the food) in the Operation Plan / Business Plan of your response, as provided for in Section II B. 3. (C) of the RFP.

Question: Can you provide a copy of the current concessionaire's menu?

Answer: Yes. The menu is attached as Exhibit "1".

Question: Can I review the current concessionaire's response to the Request for Proposal including the current Concessionaire Agreement.

Answer: The current concessionaire's response to the Request for Proposal is in storage and is expected to be available on November 1, 2019. Respondents attending the mandatory pre-proposal meeting will be able to review the response and the current concessionaire's agreement at our office at that time.

NOTE: Please acknowledge receipt of this Addendum No. 1 by signing below and returning this page with your Proposal. Each Addendum to the RFP must be signed by an authorized agent and submitted with the Proposal or the Proposal may be deemed nonresponsive.

Respondent

NOVEMBER 15,2019 Date

RECEIVED: NOVEMBER 4/2019 15/ VETIMATE BAKERY & PASTRYT

EXHIBIT "1" SUB DIVISION MENU

Daily Special \$5.30

With sausage and house

AMELIA

Subs & Salads



BOB

Deli Sandwiches Hours 6:30 - 2:30 Mon - Fri

BREAKFAST

Our Breakfast Sandwicker (#0 than #6) are all served on toust.

Columns Availabie

DOUBLE DELICIOUS SUBS

AVAILABLE DAILY WITH 18:3	DAM ONLY.	
6) STEAK AND EGG		
FOrd of speaks for know		拉姆
DOJ: FITALIAN ISSIS	12 spr 1 str	
Milliago with providing-endend-sales pps Mills		#1:40
1) DOMBLE HAMBITY	- 40	
A fluffy opgilopped with hem and disperse		拉沙
1) BGG GOLDEN	. 1604	1 1 2 1 4
One ago, with chance and lossely alice		红神
A THE BACON	var-t	
One soo, with melled chance and bacon		12.15
# THE GOODLIN	. was	
One ago topped with turkey and torreto		松井
() SHAWITE CLIM		
2 aggs, chaeses, becom, tellage, and terratio (ingle declar)		P4.62
IN THE SAUSAGE	* 100	C. 7210
One ago, charge and animage		12.00
7) TWO EGGS		17.24
Your choice of him or become and losse.	with chieses surpr	
III WESTERN ON LETTE	7.00	84.78
with transit	with circus exist	
III TANG EGGE		\$1.75

OMELETTES AVAILABLE ALL DAY OMELETTES COME WITH TOAST OR TRY YOUR OMELETTE ON A ROLL. KAISER 5.75 or SUE 5.75 MORE.

Mental Rangelit 2-12 o	C SAM PILE	MUKE		
TO SECRECULA GREEK DANSLEY IN		**************************************		\$2.74
11) HAM & CHEEKE OMELETTE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			43.74
12) CHEERE CHELETTE	- 10			\$3.76
14) PANCANCE Your choice of Sent or besen			-4.1	\$3,78
14) FRENCH TOART Your choice of hem or be	čón		COLUMN TO SERVICE STATE OF THE	\$3.75
14 SAMBASE & CHESSE ONLETTE				\$4,44
17) BACON & CHEESE ONLETTE				14.24
ORMS .				\$1.30
2 POTATO PATTIEB	7, 2002		4.00	\$2.25
TOALT	164			机用
BAGEL WITH BUTTER				11,44
MAGEL WITH CREAM CHIEFE		No Wilder		\$1.66
EHGLISH MUPPER				\$1.64
JUMBO BILIFFIN				\$1.00
BALAD SUPPLEME Crisp lettuce, tomato, reco	map, Property, sealings I,			
emerican charges, and your phoice of dressing as	nd continues.			\$4.60
	with	hard bell	nd agg:	對於
GARDEN SALAD A Emalor looked saled, your	drawing the street	eraciona		\$2.75
	with:	hand ball	1996	\$3.74
T.C. Salad Crisp inthers/reggins, sure or cris-	n warmunded by	Zeridirana		14.74
110		ard bath	d Pog:	85.76
POTATO MALAII		* 1007		11.46
MACARONI BALAD	3,000			\$1.48
POTATO CHIPS	- Carlos	\$9,70	and	\$0.15
FRENCH FILES				#1.00
BOUP OF THE DAY	Small	\$2.30	Large	\$2.00

THIRSTY? Don't forget to order something to go with your meal!

	SMALL	L	ARGE
COPFEE OR TEA	PL17		\$7.54
HOT DHOCOLATE		. American	24,00
ONANGE JUICE	\$1.25		81.79
MEDI	\$1.20		##.##
CHOCOLATE WILK			\$1.10
COKE, DIET COKE, SPRITE, ROOTHER,	10.7		
LEMONADE, PRUIT PUNCH, ICED TEA	\$1.1\$		\$1.67

ALSO SERVED ON WHITE OR WHOLE WHEAT BREAD. Here it on a wren for \$.50 extre, or a Kelser rell for \$.50 extre

All your manderships privated out by the sea, business, you not not mediated	Half	Whole
1) REPLA		
Scientifical Magniture (with first little of the state of	14.50	bi ix
2) ITALIAN COMBO		
Genne selami, bem, provolone chassa	\$4,40	\$5.64
3) HAM AND CHEESE		
क्षिति को है क्ष्म नेपूरत बार्च को क्ष्मक , अधीर के हैं कि हम क्रावित	\$4.50	李秋. B 0
4) MONAT MERF		
Second tales	排放可置	44.75
4) TUMA BALAD	44.0	
1 September 1980	*4.50	\$4.64
I) CHCOOM LALAD	1 4 10	
Pigrygemele:	14.76	\$5,76
7) TURKEY BUB	11 111/19/19	16
187% fol Proc Larkey	\$4.16	14.21
E) CHARLE Printers		
Chicken that with tomain shall did more wife	BATE	排放性
WATERLES OF	84.26	\$1.20
Cornes in thick, formero asucia with charges extra		
104 BBQ ROAST BODY	J. 30 7 600	
Birrymanic in a mild savgar perved hist.	14.14	10.24
11) MO CHEESE		
American, provisione chance	\$4.50	\$6.30
LE STEAK-CHONS-PEFFEIRS	64.16	\$4.80
Served hot with chaose extra		-
13) HOT PASTRAMI	15.35	10.00
14) V6558 9UB	54.80	16,21
16) CHICKEN MALTEU		
Chinken files with twen and provident change:	MAN.	30.00
MI ESIG SALAD	\$4.60	94.76
TT CURAN		700
Propert Prock, Heart, Burlett Chainten & Picklett	85.76	\$4.41
18) BACON CHEESSUNGER SUB		a crisis
Served a lattice formatoknion/musters/mayo4/atcrup	C-LIFE	46.64
NOT CHICKEN IN THE MASKET	A-MACE.	4000
Shirted with tracent that	18.50	
22) CHICKEN WINGS MANNED with Superiorities	118.50	
	Series d'	
Want EXTRA cheese on your order? Add it on!	\$1.75	51.25
Are you REAL SUNGRY? DOUBLE THE MEAT!		

SMALLER SANDWICHES

Approx.	STREET STREETS	- PANES PARENT	-
82) CHELLED CHEESE		23.80	
1904 medied cheese en brasel	id liim or bacos	84.80	
AT HOT HAM AND CHEEDE	e i affin		
Harm and chance mighty on a round roll	and the second s	13.31	
62) M.T	100 100		
Review of past chairs of banded breast		44.60	
61) CHP OF BOUF AND N COLD BANDWICH	4		
Silippel whole establish while tyropol		\$4.20	
CALL CHECKE BLOOCK	7/2 4/11	\$5,26	
AT DELLY PURSUE HOTOGO WHE had don		\$2.75	13.74
BB) CHRONEN FILET (Sex Scripture breaded of	ACTAIN THE]		· · · · · · · · · · · · · · · · · · ·
Served with lecture, towards, many on but		13.24	

Home Made soups

Home Baked Goodles

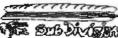
Call 561-681-4700 to find out about our daily special



EXHIBIT "1" SUB DIVISION MENU

Daily Special \$5.30

AMELIA



BOB

Hours 6:30 - 2:90 Mon - Fri

Subs & Satads

DOUBLE DELICIOUS SUBS

of STEAK AND BOG	
Find of speaks for Assil	42.0
OLI LUATTAN BERG	
An agg with providing choose and spine.	(2.6)
13 DOMME HAMMY	
A fluty egg hopped with him and chiese	E3
I) GOG-GOLDEN	
One was with cheese and towers wice	\$2.7
3) THE BACON	
One agg, with resided alrease and become	92.86
4 THE GOODLER	
One-egg repend with helicy-and lemnic	\$2.9
4) GRAWINE CLUB	
2 aggs, chasse, hecun, lettuce, and tomesp (inche decker)	34.6
E) THE SAUGACE	
One was cheese and assessue	\$2.0
7) TWO BOOS	\$3.26
Your choice of hac or bown, and loast.	with choose swips
III WESTERN CHELIETTE	\$1.77
with toppet	while casesso extent
IN TIMO BOOK	\$3.70
With seriorgy and local	with chasse office
CHELETTES AVAILABLE A OMELETTES COME WITH TOAST OF TRY BOLL, KAISER \$75 or SUB	YOUR OMELETTE ON A
ID PROCEOUS & COMMENT ON LATTIE	\$2.7

BREAKFAST

BOLL KARER \$75 or SUB \$75 MORE	AND AL
TO BROCCOL A CAMER OF LATTE	\$2.7K
19 HAM A CHESSE CHELETTE	62.76
12) CHEERE CRIMERYTE	13.76
14) PASICARUSE YOUR choice of leggs or beach.	\$3.78
14) FRENCH TOAST Your choice of ham or bacon	63,73
16 BAUBAGE & CHEEGE ONLETTE	54.44
17) BACON & CHEESE ONLEYTE	24.25
ONTS:	\$1.56
2POTATO PATTIES	\$2.25
TOART	81,36
BAGEL YETH GUTTER	81.64
BAGEL WITH CREAT CHEESE	\$1.50
ENGLISH MUFFER	\$9.84
JUNEO MINTEN	37,34
SINLAD SUPPLIED Criep tellucu, terresc, recuies, from selecti.	
parenteen change, and your photos of discribing and crackers.	\$4,50
with hand brolled eggs	\$4.60
GARCOUN BALAD A smaller intends unled, your strates diseasing & grantees	\$2.75
with hard helled eggs	\$3.76
T.C. Saled Criss letters/veggins, upon or disclose purcounted by inmaking	14.76
with level baried eagl	65.76
POTATO SALAD	81.46
MACAROM SMAD	\$1.40
POTATO CHIPS \$0,70 and	\$9.50
The state of the s	-

THIRSTY? Don't forget to order something to go with your meal!

SMALL	LARGE
\$1.17	\$1.64
	\$1,06
\$1.34	81.70
\$1.69	\$1,90
	\$2.40
fr.st	\$1.87
	\$1,00
	91.97 91.35 \$1.35

THE SUB DIVISION 2300 N JOG RD WEST PALM BEACH FL 33411

All purposed stated of before tossed responsement	Half	Whole
U LA COL	reporting.	
Seededed Washin well's Addition, Howards and Suntan projects	\$4.00	\$6.75
2) TAKLIKA QOMBO		
Genne salemi, him, providine cheese	\$4,80	45.00
3) HAM AND CHESTRE		
90% foll free hern and choose, estivatel holl or cold	ALR	\$5,60
4) MONAT WEST		
\$Nord this .	\$5.15	\$4.25
49 TURA BALAD		
Hernattida	64.89	\$5.00
T) CHICKEN SALAD		
7) Turkey sue	14.76	\$4,74
	***	-
50% hi me t.rtay	44.15	14.21
Chicken files with toward south and morganish	86.76	911,64
41 MATERIALS	94.76	95,80
Comes in Price, increase south	- pean	-
SOL BEG ROADT HERP		
Birmseed in a mild south, served has	96.16	88.28
11) MG CHICEGO	99.70	
	24.00	14.20
American, provident chance	68.26	\$5.60
Spread has with phonon auton	-	
13) HOY PASTRAM With cheads with	15.36	18.00
14) VEGOR SUB	94.00	\$8.20
(6) CHICPORN MICLARID		
Chicken filet with harry gred provokent change	\$4.74	38.66
16) EDG BALAD	\$4.80	84.76
IT) CUBAN		
Rouse Posts, Harts, States, Change & Picking	65.76	\$4.48
10) BACON CHEESEURGER BUT		
Barved et Millum formatohnion/mustimithmygalurichup	\$4,00	14.60
SOT CHECKEN IN THE BRINGET		
Served with frauch Mas-	28.50 68.50	
32) Graceum weeks served =0 topics then	48.50	
Want EXTRA cheese on your order? Add It out		
Are you REAL HUNGRY? DOUBLE THE MEAT!	\$1.25	\$1.25
Go all out and ADD EVERYTHING ON YOUR SHEE	50.60	\$0.90

SMALLER SANDWICHES

EN GRELLED CHESSEE		95.00	
Hot maked cheese an breact	saf Baris or Emocrate	84.10	
AT HOT HAN AND CHEESE			
Herr and chasse maked on a round roll		#.#	
R2) BLT			
Served on your photos of mexical beauti		64.60	
635 GUP OF GOUP AND Y COLD SANOWIC	H		
Stood whole wheat or white broad		84.26	
E4) 1200 CHEESE PURGORY		43.25	
67 BELLY BUSTER HOT DOE 14 to hot do		\$2.75	\$3,74
689 CHICKEST PILEY (Sex trovelers branded o	Friction flight		
Served with lettuce, statistic, move on burn		23.24	

Home Made soups

Home Balad Goodies

Call 561-681-4700 to find out about our daily special

FOR DELIVERIES CALL: 561-881-4700

PECEILES NOV. 4, 2019 Jaceed



peter torocsik <torocsikpeter4@gmail.com>

Vista Center Food Service Concession RFP No 2019-105-RCB Mandatory Pre-**Proposal Attendee's**

1 message

Richard Bogatin < RBogatin@pbcgov.org>

Wed. Nov 6, 2019 at 10:53 AM

To: "eurrea11@gmail.com" <eurrea11@gmail.com>, "pastrypete@gmail.com" <pastrypete@gmail.com>, "info@biglockmobilekitchen.com" <info@biglockmobilekitchen.com>, "torocsikpeter4@gmail.com"

<torocsikpeter4@gmail.com>

Cc: Della Lowery OLowery@pbcgov.org, Margaret Jackson <mp>Margaret Jackson@pbcgov.org, Margaret Jackson <MJames1@pbcgov.org>

Good Day,

Today, one of the respondents requested and received a copy of the current concessionaires RFP response and a CD disk recording of the October 18, 2019 mandatory pre-proposal meeting.

Please advise if anyone else would like the same information and we will prepare it for your pick up.

Thank you,

Richard C. Bogatin

Property & Real Estate Management

2633 Vista Parkway

West Palm Beach, FL 33411-5605

(561) 233-0214 Phone (561) 233-0210 Fax

Rbogatin@pbcgov.org

1-8 PAGES

T

ADDENDUM

RECEIVED ON

NOV. 6, 2019

VITIMATE

BAKERY R

PASTRY

From: Richard Bogatin

Sent: Wednesday, October 30, 2019 1:36 PM

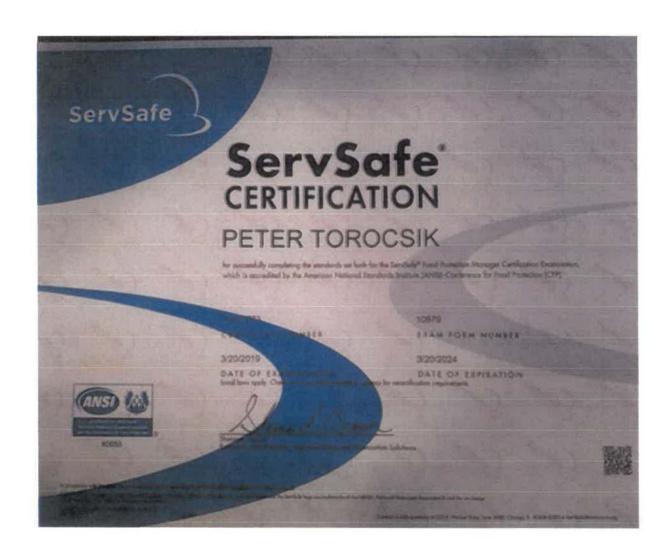
To: 'eurrea11@gmail.com' <eurrea11@gmail.com>; 'pastrypete@gmail.com' <pastrypete@gmail.com>;

'info@biglockmobilekitchen.com' <info@biglockmobilekitchen.com>

Cc: Della Lowery < DLowery@pbcgov.org>; Margaret Jackson < MJackson@pbcgov.org>; Mary James <MJames1@pbcgov.org>

Subject: Addendum #1 Vista Center Food Service Concession RFP No 2019-105-RCB Mandatory Pre-Proposal Attendee's

Peter Torocsik Food Manager License





**SING_E-PIECE 1 SGL 115046BB06-A-1 61 1 SP 0-500

ULTIMATE BAKERY PO BOX 3071 WEST PALM BEACH FL 33402-3071

Dear Boynton Beach Business and Property Owners:

We appreciate your continued participation in supporting economic growth and viability of our City by maintaining your Certificate of Use and Occupancy & Local Business Tax.

In accordance with Chapter 13 of the City of Boynton Beach Municipal Ordinance, the document(s) below must be posted in a conspicuous place at your business or property. Should assistance be needed please contact the Development Services Department at (561)742-6350 or visit our website at www.boynton-beach org.

 Ψ detach the document below and post conspicuously at your place of business Ψ

City of Boynton Beach Certificate of Use/Business Tax Receipt Expires on September 30, 2020

Business Control Number: 0032845

Business Name:

Ultimate Bakery

Date Issued:

09/06/19

Business Location: 6415 N Ocean Blvd

Any changes in name, address, suite, ownership, etc. will require a new application.

Additional Information

20-00039692

722211

RESTAURANT, CARRYOUT

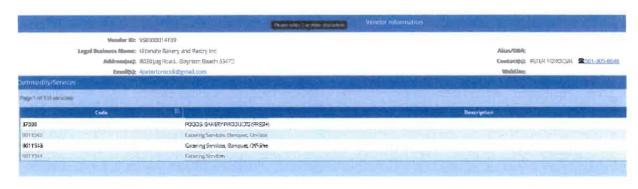
CARRYOUT SELLING SNACKS



Local Business Tax Receipts (BTR), formerly Occupational Licenses, are issued by the Constitutional Tax Collector's Office



Palm Beach County Vendor



Detail by Entity Name

Florida Profit Corporation

ULTIMATE BAKERY & CATERING AT BOYNTON BEACH OCEAN FRONT PARK, INC.

Filing Information

Document Number

P16000057093

FEI/EIN Number

81-3208412

Date Filed

07/05/2016

Effective Date

07/05/2016

State

FL

Status

ACTIVE

Principal Address

3570 S OCEAN BLVD, APT 407 SOUTH PALM BEACH, FL 33480

Mailing Address

3570 S OCEAN BLVD, APT 407 SOUTH PALM BEACH, FL 33480

Registered Agent Name & Address

TOROCSIK, PETER 3750 S OCEAN BLVD APT 407 SOUTH PALM BEACH, FL 33480

Officer/Director Detail

Name & Address

Title P

TOROCSIK, PETER 3750 S OCEAN BLVD APT 407 SOUTH PALM BEACH, FL 33480

Annual Reports

Report Year	Filed Date
2017	04/19/2017
2018	04/27/2018
2019	05/01/2019

Document Images

05/01/2019 - ANNUAL REPORT	View image in PDF format
04/27/2018 - ANNUAL REPORT	View image in PDF format
04/19/2017 ANNUAL REPORT	View image in PDF format
07/05/2016 - Domestic Profil	View image in PDF format

Date of this notice: 02-09-2016

Employer Identification Number:

81-1379930

Form: SS-4

Number of this notice: CP 575 A

ULTIMATE BAKERY & PASTRY INC 3750 S OCEAN BLVD APT 407 PALM BEACH, FL 33480

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-1379930. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form	941	04/30/2016
Form	940	01/31/2017
Form	1120	03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.





peter torocsik <petertorocsik@gmail.com>

Wells Fargo Equipment Express® Loan Purchase Checklist

1 message

equipexp@wellsfargo.com <equipexp@wellsfargo.com>

To: PETERTOROCSIK@gmail.com Cc: Eric.Sanchez@wellsfargo.com Fri, Nov 15, 2019 at 1:08 PM





ULTIMATE BAKERY & PASTRY

Reference: 4260000001776689

Account Manager: Jenna Hodges

Your loan commitment will expire on: January 13, 2020

Phone: 1-800-416-0056

Monday - Friday 7:00 a.m. - 5:00 p.m. Pacific Time

Email: EquipExp@wellsfargo.com



We're pleased to let you know your application for an Equipment Express vehicle or equipment loan has been credit approved and we want to provide you with an excellent lending experience.

Once you have identified the specific item you want to finance we will need the following documentation for collateral evaluation² before establishing the loan:

- Purchase Document
- Title Documentation (Vehicle or Trailer Purchase Only)
- Proof of Insurance (Vehicle or Trailer Purchase Only)

Please email, fax, or upload documents to:

Email: EquipExp@Wellsfargo.com

Fax: 1-866-887-7436

Upload: Wellsfargo.com/status (have your online banking password or access phrase available)

To view status and details about your application or to upload requested documents online, go to Wellsfargo.com/status (have your online banking password or access phrase available).

Your account manager will call you with any questions about the documents. Once all documentation requirements have been met, your account manager will call you to offer funding methods from which you may choose.

Purchase Document

EXHIBIT "C" TO THE RFP

CURRENT FOOD SERVICE PROVIDER LIST OF EQUIPMENT FOR SALE & PRICING

THE SUB DIVISION EQUIPMENT

QTY DESCRIPTION

- 1 HOOD AND ANSUL SYSTEM *
- 1 REFRIGERTED COUNTER, GRIDDLE STAND
- 1 GRIDDLE, COUNTER UNIT, ELECTRIC
- 1 TOP OF COKE ICE MAKER
- 1 REGISTER & KITCHEN PRINTER
- 1 REGISTER STAND
- 1 ICE MAKER, CUBE-STYLE
- 1 RANGE, RESTAURANT, ELECTRIC 36"
- 1 FRYER, ELECTRIC, DUAL (NOT WORKING)
- 1 FREEZER REACH-IN (MODEL NO. 1F)
- 1 FREEZER, TOP DOOR
- 2 OVEN MICROWAVE
- 1 REFRIGERATED COUNTER, SANDWICH TOP
- 1 MICROWAVE OVEN, MAGIC CHEF
- 1 KITCHEN SHELVES
- 1 DOUBLE OVERSHELVES
- 1 FREEZER COUNTER, WORK TOP
- 1 SLICER, FOOD
- 1 SINK, 1 COMPARTMENT
- 1 FAUCET
- 1 FREEZER, REACH IN (MODEL NO. 2F)
- 1 FREEZER COUNTER, WORK TOP
- 1 OVERSHELF
- 1 TOASTER, ELECTRIC CONVEYOR TYPE
- 1 SINK, HAND
- 1 PRE-RINSE UNIT
- 1 SINK, 3 COMPARTMENT
- 1 FRENCH FRY WARMER
- 1 PANINI GRILL
- 1 STAINLESS WORK TABLE WITH CASTERS
- ALL POTS AND PANS
- ALL KITCHEN UTENSILS
- 1 SERVING CART, STAINLESS STEEL
- 1 TABLE TOP DEEP FRYER
- 1 RUBBERMAID GARBAGE CANS

TOTAL PRICE: \$38,000

*Hood and Ansul System may be purchased separately for \$15.000



EXHIBIT "D" TO THE CONCESSIONAIRE LEASE AGREEMENT

GUARANTY AGREEMENT

THIS IS A GUARANTY AGREEMENT mad	le and ex	ecuted on		by	
the undersigned (hereinafter called the "Guarantor").					
**/*/PINITE CONTINUE					
ULTI MATE WITNESSETH	L				
OCITIMITE 1437					
WHEREAS, BAKERY & PASTE Therein calle	ed "Conc	essionaire	") and PALM		
BEACH COUNTY, FLORIDA, a political subdivision	of the St	tate of Flo	orida, by and throu	ıgh	
its Board of County Commissioners, (herein called the	"County	") have er	ntered into a certai	in	
Concessionaire Lease Agreement, dated	_ (R) (herein called	d	
the "Agreement"); and					

WHEREAS, in order to induce the County to enter into the Agreement, the undersigned Guarantor has agreed to guarantee the payment of all rents and charges, and the performance of all of Concessionaire's obligations, under the Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Agreement by the County, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

- 1. The undersigned Guarantor does hereby guarantee to the County the due and punctual payment of all Annual Rent, Additional Rent and other sums due and payable under the Agreement, and each and every installment thereof, as well as the full and prompt and complete performance by the Concessionaire of each and every covenant, condition, provision and obligation of the Concessionaire in the Agreement for the full Term of the Agreement and any extension thereof, as permitted by the Agreement, with no less force and effect than if the undersigned were named as the Concessionaire in the Agreement and the undersigned, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under the Agreement.
- 2. This Guaranty Agreement shall be an absolute, continuing, irrevocable, unconditional, and unlimited guaranty of payment, and the County shall not be required to take any proceedings against the Concessionaire, or give any notice to the undersigned before the County has the right to demand payment or performance by the undersigned upon default by the Concessionaire. This Guaranty Agreement and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of the Agreement, or any subletting thereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by Concessionaire, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of the Agreement or any amendment, modification or revision of the Agreement.
- 3. No action or proceeding brought or instituted under this Guaranty Agreement against the undersigned, and no recovery had in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty Agreement by reason of any further default or defaults of Concessionaire.
- 4. The liability of the Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Concessionaire by any creditors, receivership, bankruptcy (or reorganization proceedings under the Bankruptcy Act) or other proceedings, or the rejection or disaffirmance of the Agreement in any proceedings.

- 5. There shall be no modification of the provisions of this Guaranty Agreement unless the same is in writing and signed by the undersigned and the County.
- 6. All of the terms, agreements and conditions of this Guaranty Agreement shall extend to and be binding upon the undersigned, their heirs, personal representatives, administrators, and assigns, and shall inure to the benefit of the County, its successors, and assigns, and to any future owner of the fee of the Premises referred to in the Agreement. Terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in

Print Witness Name

WITNESSES:

Extres Work
Witness Signature

Extres URREA

Print Witness Name

SPOUSE OF GUARANTOR:

(if any)

Nature

Witness Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

SPOUSE OF GUARANTOR:

(if any)

N/A

Signature

NAtture

NAtture

Signature

Print Name

EXHIBIT "E" TO THE CONCESSIONAIRE LEASE AGREEMENT

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared					
2. Affiant's address is: 234 RUTLAND BLUD WEST PALM BEACH, FL.33405					
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the concessionaire and the percentage interest of each such person or entity.					
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.					
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Lease Agreement for the Premises.					
FURTHER AFFIANT SAYETH NAUGHT. Print Affiant Name: PETEL TOOL CSIL					
The foregoing instrument was sworn to, subscribed and acknowledged before me this					
Roselyn Espino (Print Notary Name) Notary Public					

Roselyn Espino
Notary Public
State of Florida
My Commission Expires
January 10, 2021
Commission No. GG 61290

NOTARY PUBLIC State of Florida at Large

My Commission Expires: 01-10-2021

EXHIBIT "A" CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

PREMISES / LUNCHROOM

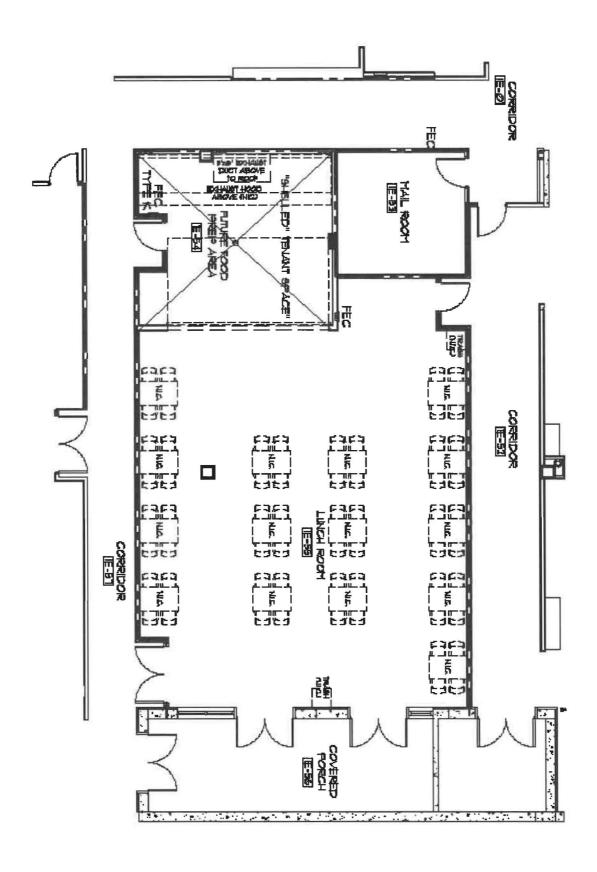


EXHIBIT "B" CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS		PERCENTAGE OF INTEREST		
PETER	ToRoccik	, 234	RUTLAND	BLUD, WPB. FL 33405	
				00%	
			· ·	<u>/0</u>	
	- 12				
2					
-					
-					

EXHIBIT "F" TO THE CONCESSIONAIRE LEASE AGREEMENT

MONTHLY REPORT

Monthly Report of Concessionaire's Gross Sales (Due by the 20th of each month)

:			
essionaire Name:			 -
od Covered: From To			
The second secon			
Itemization of Monthly Gross Sales			
	-		\$
	-		\$
-	=		\$
	-		\$
	-		\$
	-		\$
	-		\$
	_		\$
	_		\$
Total Monthly Gross Sales			\$
7.5% x Monthly Gross Sales			\$
Monthly Annual Rent 7.5% Monthly Gross Sales	A. B.	\$ \$	
Enter Greater Amount of Lines A or B			\$
Sales Tax%		+	\$
Total Monthly Annual Rent Due to Coun	nty		\$
Signature	_	Date	

EXHIBIT "E" TO THE RFP FORMAT FOR RESPONSE

Items 1- 20 below set forth the minimum criteria and information each Respondent must provide in order for the proposal to be considered responsive and be eligible for further consideration. The failure to meet any one of the minimum criteria or failure to provide the requested information may cause the proposal to be rejected as non-responsive. All responses must be made on this form, with attachments if additional space is required.

ULTIMATE BA	KERY & PASTRY	ear on the Agreement):
Principal Office/Mailing A PETER TOROCSI ULTIMATE BAKE PASTRY INC.	Address: K 40 Ly hus	P.O.BOX 3071 NPB.FL. 33402
Telephone Number:		
Contact Person/Title:		
Form of Business Entity:	Corporation Corporation [Limited Partnership [Public Corporation [] Individual []
If other than individual, sp	ecify date of organizati	on:
	ent or operation of the co	ividuals will be actively oncession and which individuals not required to complete this
<u>Name</u>	Address	Percentage Ownership
Has Respondent, or any of bankruptcy or been declar	f its owner participants of ed bankrupt? Yes ()	ever filed a petition for
Has Respondent, or any of bankruptcy or been declar If Yes, state date, type of land current status.	f its owner participants of the ded bankrupt? Yes () bankruptcy, amount of the degree operational plan/busines.	ever filed a petition for No () iabilities and amount of assets, s plan, the requirements for

Attach evidence of Respondent's experience and qualifications as a food service concessionaire the requirements for which are set forth in detail in Section II.B.5

10.

- 11. Provide the amount of Respondent's proposed rent as set forth in detail in Section II.B.6 of the RFP:
 - i) Proposed dollar amount for the Annual Rent:
- 12. Attach Respondent's financial ability to implement its proposal, the requirements for which are set forth in detail in Section II. B.7 of the RFP.
- 13. If the Respondent wishes to be considered a Small Business Enterprise, attach a copy of its SBE certification by the County and a completed EBO Schedule 1 and 2 (Exhibit "F" to the RFP).
- 14. If the Respondent wishes to be considered a local business, the Respondent must submit a "Certification of Business Location" (Exhibit "G" to the RFP) and a copy of Respondent's business tax receipt.
- 15. If Respondent is going to submit a Drug-Free Workplace Certification indicating that Respondent has implemented a Drug-Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes, the executed Drug-Free Workplace Certification (Exhibit "H" to the RFP) must be submitted with the proposal.
- 16. Attach two (2) original and five (5) copies of the completed proposal, including two (2) **executed** originals of the Concessionaire Lease Agreement together with all completed exhibits, if applicable.
- 17. Submit such additional information, as an attachment hereto, as Respondent may consider pertinent to indicate both financial and operational capabilities of the Respondent to operate as a food service concessionaire.
- 18. Submit all addendums, if any, issued for this RFP, each properly acknowledged by an authorized person.
- 19. Objections, if any.
- The Proposer represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Proposer shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Proposer retaliate against any person for reporting instances of such discrimination. The Proposer shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Proposer from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

[Signature Page Next Page]

The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the County, and such acceptance covers all terms, conditions, and specifications of this bid.

Proposal submitted by:
ULTIMATE BAKERY A. PASTRY TUC Entity Name (if applicable)
PETER TOROGIK. OWNER
TETER TOROGET CONTRACT
Print Name/Title (if applicable)
Address: 234 RUTLAND BLUD
WPB. FL. 33405
Telephone No.: 501-305-8d4GFax No: E-Mail: potention CSik @ grugil Com
Tecual NOV. 15, 2019
Signature Date

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/30/19

REQUESTED BY: R Bogatin

PHONE: 561.233.0214

FAX:

PROJECT TITLE: Vista Concession RFP 2019-105-RCB PROJECT NO.:2018.5-017

Fiscal Years		2020	2021	2022	2023	2024
Capital Expenditures Operating Costs External Revenues Program Income (Counting Match (County)	- '	(\$3,000.00) ———	(\$6,090.00) ———	(\$6,272.70) ———	<u>(\$6,460.86)</u> 	(\$6,654.84) ———
NET FISCAL IMPACT		<u>(\$3,000.00)</u>	<u>(\$6,090.00)</u>	<u>(\$6,272.70)</u>	<u>(\$6,460.86)</u>	(\$6,654.84)
# ADDITIONAL FTE POSITIONS (Cumulati	ve)					
** By signing this BAS your o BAS by FD&O. Unless there						
BUDGET ACCOUNT NUM						
FUND: 0001	DEPT:	800	UNIT	T: 8001	REVENUE:	6225
IS ITEM INCLUDED IN	CURREN	T BUDGET: Y	YES X N	O	SUB OBJ:	
IDENTIFY FUNDING SO ☐ Ad Valorem (source/type: ☐ Non-Ad Valorem (source/ ☐ Grant (source/type: ☐ Park Improvement Fund (source/type) ☐ General Fund	type:source/type	: □ Operatin		□ Fe)	
Department:BAS APPROVED BY: ENCUMBRANCE NUMBE	R:	Lee	DAT	E: 12/3	20/19	
G:\PREM\RFP\2019\Vista Center I	Food Concess	ion\BAS revenue_c	expense (031110).V	VIN 7.docx		

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA

attached Exhibit "A" (the "Premises").

COUNTY OF PALM BEACH
BEFORE ME, the undersigned authority, this day personally appeared
PETER TO ROCSIV, hereinafter referred to as "Affiant", who being by me
first duly sworn, under oath, deposes and states as follows?
PICESIDENT V')
1. Affiant is the Ovoler (position - i.e. president, partner,
trustee) of UCTIHATE BAKERY A.PASTRY INC. (name and type of entity - i.e.
ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is

providing concession services on the real property legally described on or depicted in the

2. Affiant's address is: 234 RUTLAND BLUD
WEST PALM BEACH, FL. 33405

- 3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the concessionaire and the percentage interest of each such person or entity.
- 4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
- 5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Lease Agreement for the Premises.

Notary Public
State of Florida
My Commission Expires
January 10, 2021
Commission No. GG 61290

NOTARY PUBLIC State of Florida at Large

My Commission Expires: 01-10-2021

EXHIBIT "A" CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

PREMISES / LUNCHROOM

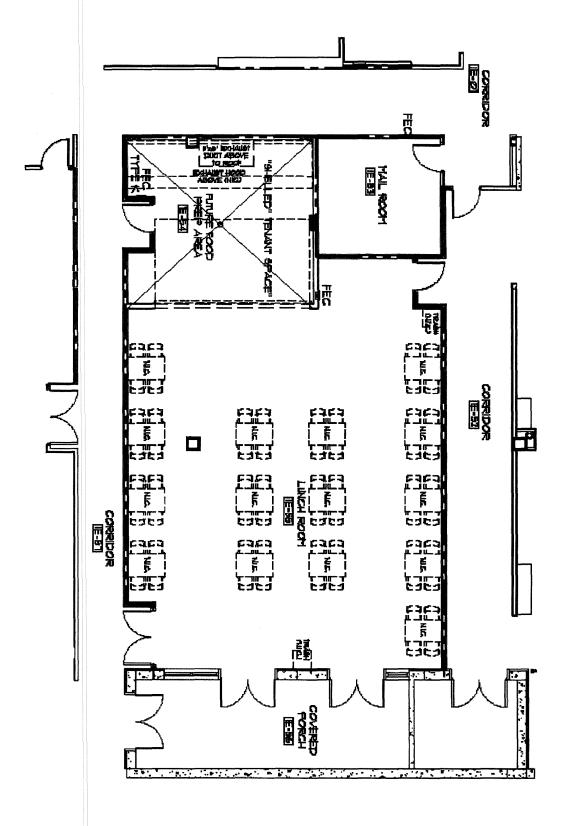


EXHIBIT "B" CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS		PERCENTAGE OF INTEREST		
PETER	TOROCCIK	, 234	RUTLAND	BLUD, WPB. FL 3340	
		***************************************		00%	
		<u> </u>			