

6A-1

Agenda Item #:

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	<b>July 13, 2021</b>	<input type="checkbox"/> <b>Consent</b>	<input checked="" type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>

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**Department:** **Facilities Development & Operations**

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a Concessionaire Lease Agreement (Agreement) with GC Ventures FL, LLC (GC Ventures) for approximately 1,800 SF of indoor and outdoor space (collectively, the Okee Grill) at Okeeheelee Golf Course located at 7715 Forest Hill Boulevard in West Palm Beach for the operation of a food and beverage concession for a term of three (3) years commencing no later than August 12, 2021 plus two (2) successive one (1) year renewals at a rental rate of \$12,000/year.

**Summary:** The Parks and Recreation Department (Parks) desires the continuation of food and beverage services at Okeeheelee Park through a concessionaire agreement. In September 2020, at the request of Parks, Facilities Development & Operations' (FDO) Property and Real Estate Management Division (PREM) advertised Request for Proposal No. 2020-102-DML for the operation of this concession and no responsive proposals were received. In January 2021, a second Request for Proposals No. 2021-101-DML (RFP) was advertised. Submittals were received from GC Ventures and Ultimate Bakery & Pastry, Inc. (Ultimate Bakery), although the latter indicated its submittal was not a proposal to the RFP. On April 8, 2021, the Selection Committee reviewed both submittals, ranked GC Ventures' proposal as the highest and recommended it for award of the concession contract. Two entities, Ultimate Bakery and The Subdivision Corp, filed protests to the proposed award; both protests were reviewed by the FDO Director, and on May 12, 2021, both protestors were notified of the denial of their respective protests. The initial term of the Agreement is for three (3) years, with two (2) successive one (1) year options to extend. The annual rent is \$12,000 (\$1,000/month), with annual 3% increases. Parks will manage and administer the Agreement. **(Property & Real Estate Management) District 2 (HJF)**

**Background and Policy Issues:** From 1996 until the termination of its agreement in April 2020, food and beverage services at Okee Grill were provided by Golf Professional Services, Inc. **Continued on Page 3**

**Attachments:**

1. Aerial Map
2. Selection Committee Meeting Minutes
3. Protest filed by Peter Torocsik on behalf of Ultimate Bakery & Pastry Inc., and Lola Torocsik on behalf of The Subdivision Corp & Response from Isamí Ayala-Collazo, FDO Director
4. Concessionaire Lease Agreement (2)


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**Recommended By:**

  
Department Director

  
Date

**Approved By:**

  
County Administrator

  
Date

## **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Capital Expenditures</b>	_____	_____	_____	_____	_____
<b>Operating Costs</b>	_____	_____	_____	_____	_____
<b>External Revenues</b>	<u>(\$2,000)</u>	<u>(\$12,060)</u>	<u>(\$12,422)</u>	<u>(\$12,194)</u>	<u>(\$13,178)</u>
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(\$2,000)</u>	<u>(\$12,060)</u>	<u>(\$12,422)</u>	<u>(\$12,194)</u>	<u>(\$13,178)</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes   X   No       

**Does this item include the use of federal funds?** Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: FUND: 1384 DEPT: 581 UNIT: 5287 RSRC: 4729 Program: \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The term of the Agreement is for three (3) years with two (2) options to extend. The annual rent is \$12,000 (\$1,000/month) with annual 3% increases. Annual rent of \$12,000.

**Fixed Assets Number** N/A

C. Departmental Fiscal Review: Kon Sheu


### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development Comments:**

*Lisa M. Smith* 6/18/02  
OFMB 6/18/02 LM  
6/18

Contract Development and Control  
4-30-2012

### B. Legal Sufficiency:

  
Assistant County Attorney

**C. Other Department Review:**

Eris Cael  
Department Director

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

**Background and Policy Issues (cont'd):** The initial solicitation (RFP No. 2020-102-DML) for the operation of a food and beverage concession at Okee Grill was issued in September 2020. Two (2) responses were received and returned to the proposers unopened as one was submitted after the deadline, and the other was submitted by a company that did not attend the mandatory pre-proposal meeting. On January 3, 2021, RFP No. 2021-101-DML was issued and two (2) submittals were received. RFP 2021-DML-101 required respondents to submit: i) an operational and business plan, ii) evidence of the respondent's and its food and beverage manager's experience and qualification as an operator/manager of a high quality food service concession; iii) proposed rental payment; and iv) financial ability. The evaluation criteria set forth in the RFP was: Operational/Business Plan (25); Experience/Qualifications (25); Revenue Proposal (20); Financial Ability (10); Local Business (5); and Small Business Enterprise (15). A mandatory pre-proposal meeting was held on January 19, 2021. Two (2) submittals were received in response to the RFP: GC Ventures and Ultimate Bakery; although the latter indicated its submittal was not a proposal.

On April 8, 2021, a Selection Committee consisting of one (1) representative from PREM, three (3) representatives from Parks and one (1) representative from the Office of Equal Business Opportunity reviewed the submittals. The Selection Committee was provided a memorandum (dated April 7, 2021) prepared by PREM Staff, that identified documents and information missing from both of the submittals. The Selection Committee approved 5-0 to review both submittals, because the RFP had been advertised on two occasions, with no responsive proposals being received the first time and only two submittals received the second time.

#### Operational/Business Plan

GC Ventures met the minimum requirements of the RFP. It offers to paint the interior, some minor décor updates, add two TVs, refinish patio furniture, as needed, and to provide a panini press, hotdog grill with bun warmer, slicer, additional refrigeration as needed, and small wares. GC Ventures will be using recyclable/compostable products. The hours of operation will vary depending on weather and time of year. Hours of operation will provide for opening 15 minutes before first tee and closing approximately 2 hours after the last tee. The response included a list of foods, snacks, beverages, beer and wine with the proposed prices for each item. Per GC Ventures' response, they will operate two (2) beverage carts that will be new or like new condition, will provide vending machines and will have a qualified food and beverage manager that will be ServSafe certified in both alcohol and food operations.

Ultimate Bakery operation/business plan was missing some key factors, lacking on information and not clear. The various proposed hours of operation are: November through March 6:30 am to 6:30 pm; and April through October 6:00 am to 8:00 pm; and for the Manager 8:00 am to 2:00 pm during the week, 8:00 am to 6:00 pm on weekends, holidays, tournaments or special event. It proposed capital investment, but provided no detail. The response acknowledges food, beverages, beer and wine; however, it did not provide a list and price for the items. Ultimate Bakery indicated outreach to the customers would be "via mobile" and proposed beverage carts, vending machine and additional equipment, but provided no detail.

#### Experience/Qualifications

GC Ventures, co-owners Anderson Studebaker and Wylon Wong, provided the following: Wylon managed bar/restaurant/nightclubs at multiple locations for a period of 15 years and Anderson for the past 28 years. Wylon acquired food trucks and trailers business that cover numerous events. In addition, two years ago, Wong acquired and has been managing two (2) golf course food and beverage concession services businesses, consisting of the sale of beer and alcohol. Ultimate Bakery, Peter Torocsik principal/owner has been in the food and beverage service industry since 1994, which include services provided to the Palm Beach Gardens Municipal Golf on Northlake Blvd, from 2009 to 2012. Ultimate Bakery currently provides food service at the Vista Center.

Revenue Proposal

No minimum rental amount for this concession was specified in the RFP. Respondents were required to provide the amount of proposed rent for the initial term and any extensions thereafter. GC Ventures proposed annual rent of \$12,000 for the initial term, no annual rent amount for extensions were provided. Ultimate Bakery did not provide a proposed annual rent.

Financial Ability

Both GC Ventures and Ultimate Bakery failed to provide evidence of their corresponding financial ability.

Local Preference

GC Ventures was eligible to receive local preference points, and 5 points were applied to its score, but was not eligible to receive the Small Business Enterprise (SBE) rating. Ultimate Bakery was not eligible to receive points for the local preference or SBE.

Overall, the Selection Committee ranked GC Ventures response the highest and recommended award subject to the receipt and approval by Parks of the missing financial ability supporting documents. On April 26, 2021, after approval by Parks of the missing financial ability documents the Board was notified of the Selection Committee's recommendation of making GC Ventures the recommended awardee. Real estate transactions are not governed by the Purchasing Code and are processed and reviewed administratively by Facilities Development and Operations. GC Ventures provided the Disclosure of Beneficial Interests attached to the Agreement. The Disclosure identifies Anderson Studebaker and Wylon Wong both owning a fifty percent (50%) ownership interest.

Protest

Two protests were received; on April 19, 2021, Ms. Lola Torocsik from The Sub Division Corp. submitted a protest. Ms. Torocsik was not a respondent/proposer and her protest was filed before the Notice of Intent to Award was posted. For those procedural reasons her protest was denied; however, the Director of FDO still provided Ms. Torocsik an evaluation of the issues raised and their lack of merit.

On April 27, 2021, Peter Torocsik from Ultimate submitted a protest. After reviewing his protest and multiple correspondence received prior to the posting of the Notice of Intent to Award, the Director of FDO denied the protest and provided Mr. Torocsik the reasons for the denial.

A response was sent to each protestor on May 11, 2021; copies of both protests and the denials are attached.





**ATTACHMENT #2**

Minutes (4 pages)

**Meeting Minutes  
Selection Committee  
Okeehelée Golf Course Food & Beverages Concession  
Okeehelée Park**

**April 8, 2021  
1<sup>st</sup> Floor – Training Room  
2633 Vista Park, West Palm Beach, FL**

**I. Call To Order**

Della M. Lowery called the meeting at 10:10 P.M.

**II. Attendance**

Selection Committee Members present:

Paul Connell, Parks & Recreation  
Allen F. Gray, Office of Equal Business Opportunity (via WebEx)  
Rich Smolen, Parks & Recreation  
Juan Calderon, Parks & Recreation  
Della M. Lowery, FDO/PREM

County Staff present:

Natalia Restrepo, FDO/PREM

Others Present:

Anderson Studebaker, GC Ventures FL, LLC  
Peter Torocsik, Ultimate Bakery & Pastry, Inc.

**III. Conflict of Interest**

None.

**IV. Florida Statutes, Section 286.0114**

Ms. Lowery advised the Committee and all other attendees that; 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. Ms. Lowery called for public comment.

Mr. Peter Torocisk thanked the committee for its time and stated that his company did not turn in a proposal because requested data/information was always missing useful information from Parks Recreation to use in the proposal. Per him, only one (1) proposal was received today, and the public interest is to get at least two (2) or three (3) proposals to give to the taxpayers benefit. He wants the County to dismiss this RFP and direct the procurement process to start over again to get more proposals benefiting the taxpayer.

Meeting Minutes  
Selection Committee  
Okeeheelee Golf Course Food & Beverages Concession  
Okeeheelee Park  
April 8, 2021

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No other comments received.

V. Established Chair of Selection Committee

A Motion was made and seconded to approve the nomination of Paul Connell as Chair of the Selection Committee. Motion carried 5-0.

VI. Discussion of Responses

See attached memo from the Chair of the Selection Committee detailing the selection process discussions and outcome.

Meeting adjourned at 11:10 A.M.

Della M. Lowery, Recorder



**INTER-OFFICE MEMO  
PALM BEACH COUNTY  
PARKS & RECREATION DEPARTMENT**

**DATE:** April 20, 2021

**TO:** Della Lowery, Property Specialist  
Property and Real Estate Management Division

**FROM:** Paul Connell, Director *Paul D Connell*  
Special Facilities Division

**RE:** RFP # 2021-010-DML Concessionaire Services at Okeechiee Golf Course

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On April 8<sup>th</sup>, 2021 the evaluation committee for RFP # 2021-010-DML Concessionaire Services at Okeechiee Golf Course met to evaluate two proposals received in response to the above referenced RFP. The two respondents were GC Ventures FL, LLC (GC Ventures) and Ultimate Bakery and Pastry, Inc. (Ultimate Bakery). The committee elected Paul Connell as the Chairman and discussed the Property and Real Estate Management Division (PREM) memorandum of April 7<sup>th</sup>, 2021 that identified certain documents missing from both of the proposals. Since this procurement had been advertised on two occasions, with no responsive proposals being received from the first occasion and only two proposals were received on the second occasion Mr. Connell made a motion to proceed with the evaluation of the proposals and ask the recommended vendor to submit additional information to PREM if required after the recommendation. The motion was approved unanimously and the committee proceeded with the evaluation.

Mr. Connell then discussed how the committee would proceed with the evaluation and revisited the evaluation criteria and associated points from the RFP. Mr. Connell also identified the point awards made in advance by PREM for the price submittal. Mr. Gray from the Office of Equal Business Opportunity advised the committee that the Purchasing Department had ruled that local preference points could be awarded in this case since one of the proposers, GC Ventures, had completed the Certification of Business Location and included it in their proposal even though they did not include their tax receipt. PREM did not initially award these points so they were added to the appropriate score sheet. Based upon the comments of the committee and the scoring of the proposals, the committee felt that GC Ventures met or exceeded the requirements of Section III.A.1 Operational Plan/Business Plan whereas Ultimate Bakery only met or received an unacceptable score for their plan. In Section III.A.2 Experience/Qualifications both proposers met or exceeded the requirements and scored relatively similarly in this section. In Section III.A.3 Revenue Proposal, GC Ventures received the maximum points and Ultimate Bakery who had failed to provide a revenue proposal received no points. Both proposers failed to provide evidence that they had the financial ability responsive to Section III.A.4 Financial Ability and scored no points from the majority of committee members. GC Ventures did receive a score from one committee member in this section. In Section III.A.5 Local Business, GC Ventures received five points and Ultimate Bakery received no points as they had failed to provide the required documentation. The committee then individually ranked the proposals and provided their results to Ms. Lowery. Based upon the individual

rankings, GC Ventures was ranked first overall and Ultimate Bakery was ranked second overall.

Based upon the evaluation of the proposals and subsequent ranking, GC Ventures was unanimously ranked as the best proposal by the evaluation committee members. Mr. Connell made a motion to recommend award of RFP # 2021-010-DML Concessionaire Services at Okechee Golf Course to GC Ventures FL, LLC., subject to the proposer providing suitable evidence to PREM that they have the financial ability to fund the operations of the concession. The motions were seconded and unanimously approved. If you have any questions or require additional information please advise.

Pc.     Eric Call  
         Jennifer Cirillo

**ATTACHMENT #3**

Protests and Responses (30 pages)



**Facilities Development &  
Operations Department**

2633 Vista Parkway  
West Palm Beach, FL 33411

Telephone - (561) 233-0200  
[www.pbcgov.com/fdo](http://www.pbcgov.com/fdo)



**Palm Beach County  
Board of County  
Commissioners**

Dave M. Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

May 11, 2021

Peter Torocsik  
Ultimate Bakery & Pastry Inc.  
Vista Café at Vista Center  
2300 N. Jog Road  
West Palm Beach, FL 33411

Subject: Document Received by email April 27, 2021 entitled "Appellate notice: RFP No. 2021-101-DML"

Dear Mr. Torocsik:

This is in response to your email dated April 27, 2021 and attached document dated April 26, 2021, in which you lodged an "Appellate Notice" (Protest) regarding the recommended award of Palm Beach County RFP 2021-101-DML (RFP) for the Concession at Okeeheelee Golf Course at Okeeheelee Regional Park (Concession). I have reviewed and taken into consideration all pertinent information, including your Protest, the RFP, and the submittals received in response to the RFP. For the reasons set forth below, it is my determination that your Protest be denied.

I note that before receipt of your timely filed Protest on April 27, the County received various emails and a letter from you stating your intent to protest and raising issues surrounding the RFP: Torocsik emails dated 4/8, 4/12, 4/18, 4/21, letter to County Attorney dated 4/11 (Prior Correspondence). Since all of this Prior Correspondence was submitted before the Department filed its Notice of Intent to Award on April 22, 2021 your protests submitted before April 22, 2021 are untimely. Section I.R of the RFP only allows Proposers to submit a protest within 5 business days after the posting of the Department's Notice of Intent to Award. Though the Prior Correspondence you submitted before April 22 is untimely, my responses below to your timely filed protest received on April 27, 2021 should address any substantive issues you raised in your untimely Prior Correspondence.

First of all, I would like to state that the County employees of the Property and Real Estate Management (PREM) Division of the Facilities Development & Operations Department (FDO) that managed the procurement process for this RFP are experienced professionals who take their duty to protect the integrity of the procurement process very seriously.



In your Prior Correspondence and your timely filed Protest, you consistently use inflammatory and insulting language when describing County staff who participated in and oversaw the procurement process for this RFP; and in response I state unequivocally that our staff is knowledgeable, honest, hard-working and seek only to protect the County's and the tax-payer's interests while overseeing a competitive process that is fair to all interested vendors.

For ease of reading, my responses below will follow the numbering found in your Protest dated April 26 that I received on April 27, 2021.

### **1. Temporary Vendor at Okeeheelee Park**

Current or previous vendors are not precluded from participating in RFPs; however, PCI did not attend the mandatory pre-proposal meeting for the RFP nor did PCI submit a proposal to the RFP. PCI's performance of temporary services at Okeeheelee Park has no bearing on this RFP, had no impact on the selection process and has no relevance.

### **2. RFP Requirements**

The RFP requirements for the Okeeheelee Park Concession are consistent with other RFPs that have been issued for food and beverage services at other County parks. And, they are tailored to meet the needs and expectations of the visitors of the Okeeheelee Golf Course. The RFP requirements also match what the previous vendor was offering before its contract expired in early 2020. Your allegations that the RFP requirements were inappropriate are without merit.

### **3. Information about the Temporary Contract / Public Records Requests**

- a.** As stated in Section 1 above, the fact that PCI provides temporary services at Okeeheelee Golf Course has no relevance to or impact on the RFP.
- b.** As stated in Section 1 above, the fact that PCI provides temporary services at Okeeheelee Golf Course has no relevance to or impact on the RFP.
- c.** Prior to the due date for proposals, Ultimate Bakery & Pastry, Inc. (Ultimate) and all interested vendors were given the opportunity to ask questions. Ultimate submitted numerous questions which Staff responded to in a timely manner. Staff also posted Addenda with questions and answers. Your allegations that you were not provided with information needed to submit a response are without merit.

I would like to note that you also filed numerous public records requests with the County during the course of this RFP, some of them involving multiple Departments, including FDO, Human Resources and Parks and Recreation. FDO has produced within a reasonable time every record requested, unless an exemption applied. Much of the Prior Correspondence you filed involved

allegations about your public records requests; for example, the letter to the County Attorney dated April 11, 2021 where you stated your request for a copy of the GC Ventures FL proposal wasn't fulfilled. In actuality, on February 19, you requested the proposal of GC Ventures FL. At the time of your request (Feb. 19) the proposal from GC Ventures FL was exempt from public disclosure pursuant to section 119.071(2), Fla. Stat.

On April 9, 2021, you submitted a new request asking for the proposal from GC Ventures FL. The proposal was provided to you on April 19, since it was no longer exempt. Your allegation that documents were withheld from you in a "corrupt procurement effort" is unfounded and without merit.

Similarly, in your Prior Correspondence of April 21 you allege that the recommendation to award the Concession contract was made without the proposer's financial statements. This is not true. As you know, the submittals of both Ultimate and GC Ventures FL were missing some of the required documents as set forth in the RFP. The Selection Committee decided to move forward and evaluate both submittals based on the available information. After the evaluation process, a conditional recommendation to award was made. The condition was that the recommended awardee, GC Ventures FL provide its missing financial statements. On April 14, 2021, notice was sent to GC Ventures FL to provide the financial statements by Monday, April 19, 2021. The documents were received and upon review by the Chair of the Selection Committee, they were approved and the Notice of Intent to Award was published on April 22, 2021. All documents required of GC Ventures FL have been received, your allegations to the contrary are unfounded and without merit.

#### **4. Contract Coordinator Impact on Selection Committee**

The Contract Coordinator provided the required pertinent information to allow the Selection Committee to make an independent selection of a vendor; both submittals were sent to all members of the Selection Committee on March 22, 2021 ahead of the April 8, 2021 meeting date.

#### **5. Contract Coordinator's Due Diligence**

##### **A. GC Ventures LLC or GC Ventures FL LLC**

Your assertion that there was confusion among County staff or intentional deceit by County staff on the ownership of GC Ventures FL is untrue. The recommended awardee, as noted on the Notice of Intent to Award, is GC Ventures FL LLC. The disclosure of beneficial interests that was submitted along with the proposal identifies Anderson Studebaker and Wylon Wong, each having 50% ownership of the company, and both owners are also listed under SunBiz as authorized managers.

At the January 19<sup>th</sup> pre-proposal meeting, all attendees were required to sign in with their name and the name of the company that they represent. Attendees were notified that those who did not sign in would not be acknowledged. County staff did not require or state that attendees had to sign in using their company's legal name as registered with SunBiz.

The sign-in sheet reflects that Andy Studebaker was present at the mandatory pre-proposal meeting on January 19, 2021 representing "GC Ventures".

The two submissions that were received for this RFP on February 19, 2021 were submitted by:

- a) GC Ventures FL LLC, who signed in to the pre-proposal meeting as "GC Ventures"; and
- b) Ultimate Bakery and Pastry Inc, who signed in as "Ultimate Catering & Pastry" Neither company signed in under its legal name on SunBiz but this wasn't required by staff. Both companies identified themselves correctly on the documents received in response to the RFP on February 19, 2021. There was a typo in the Notice of Proposals received where GC Ventures was listed as the Proposer rather than GC Ventures FL. The proposal submitted was clearly in the name of GC Ventures FL, the ownership clearly disclosed. The Selection Committee reviewed and evaluated the experience of GC Ventures FL and its owners in detail and understood the background and experience of the company they were recommending for award. There is no merit in your claim that there was intentional deception regarding the name "GC Ventures" versus "GC Ventures FL".

#### **B. GC Ventures FL and the Selection Committee**

You allege that GC Ventures FL participated in the Selection Committee meeting on April 8, 2021. A representative of GC Ventures FL was present at the Selection Committee meeting as it was a public meeting; however he did not participate in the Selection Committee, nor did he make any statements during the time allowed for public comments at the beginning of the meeting.

#### **C. & D. Selection Committee's Consideration of Ultimate's Submission**

The Selection Committee was provided with both submittals and a memo that detailed what each of them was missing under the RFP requirements, along with mention of the statement made by you, Mr. Torocsik, regarding Ultimate's submittal not being a proposal. On April 8, 2021, during the time allotted for public comments before the Selection Committee began the review process, you, Mr. Torocsik, again stated that Ultimate's submittal was not a proposal. It was the Selection Committee's decision to evaluate the submittal as a

proposal. An RFP is a competitive process as it allows multiple interested parties to submit a proposal; it does not, however, require that multiple proposals be received in order to proceed with the evaluation and selection of a recommended awardee. The Selection Committee could have chosen to evaluate only the proposal of GC Ventures FL and make a recommended award without having to go through a solicitation process again. The Selection Committee included Ultimate's submission in its evaluation in an attempt at fairness, not in an effort to create an "illusion of competitiveness".

**- Local Business Information**

There is no requirement for a respondent to be a local business, or possess past or present local work experience. Under the RFP evaluation criteria, respondents who provide a "Certification of Business Location" form along with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector could receive 5 points, provided that they do not qualify for the SBE participation points. GC Ventures FL did not qualify for the SBE participation points but it submitted only the "Certification of Business Location" form. The Selection Committee did not award the local preference points at first. It was then brought up by the representative of the Office of Equal Business Opportunity (OEBO) that it has been the standard practice of the Purchasing Department to award the local preference points as long as the Certification has been properly completed, since the Business Tax Receipt is a public document that the County can obtain; therefore, it was the decision of the Selection Committee to award the local preference points to GC Ventures FL.

**- Supporting Documents for Certifications, Licenses, Financial Capability**

The RFP requires a respondent to submit a detailed summary of its work experience and that of its manager, along with verifiable references, all of which were provided by GC Ventures FL. The RFP does not require a respondent to provide any other supporting documents.

The financial documents were not attached to the response submitted by GC Ventures FL, despite the fact that they were listed in its table of contents as attached. The Selection Committee then issued a conditional recommendation of award pending receipt and approval of the missing financial documents. The documents were submitted by GC Ventures within the period allotted to do so and approved by the Chair of the Selection Committee.

**- Language in the RFP Regarding Irregularities**

The Memorandum you reference that was sent to the Selection Committee on April 7, 2021, dealt with whether proposals that were incomplete must be found non-responsive or may be found non-responsive since there was conflicting language in the RFP. The only irregularities waived by FDO were those within the RFP because of the conflicting language regarding when a proposal may or shall be deemed non responsive; and it was interpreted in favor of the submitting parties by using the more permissive language

May 11, 2021  
Peter Torocsik  
Page 6

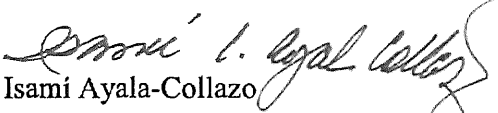
(i.e. may) and allowing both submittals to move forward to the Selection Committee while missing documents required by the RFP.

**- Public Records Request – Golf Facility Income 2015-2020**

The previous vendor of the Concession was not required by contract to provide financial/sales statements to the Parks and Recreation Department, the previous operation of the food concession stand was included as part of the golf professional services contract that also included the golf shop merchandise and golf instruction programs. There were no responsive records to your request, no information was withheld from you.

Based on the foregoing, it is my determination that the recommended award for RFP No. 2021-101-DML proceed as posted.

Sincerely,

  
Isami Ayala-Collazo  
Director, Facilities Development & Operations

C: Ms. Purvi Bhogaita, Director, PREM  
Ms. Brenda Znachko, Director, Business Operations

PETER TOROCSIK, owner

April 26, 2021

ULTIMATE BAKERY & PASTRY INC.

VISTA CAFÉ at VISTA CENTER.

2300 N. JOG RD.

VIA EMAIL

WPS, FL. 33411

VIA HAND-DELIVERY

DIRECTOR OF FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT

([IAyalaCollazo@pbcgov.org](mailto:IAyalaCollazo@pbcgov.org))

RE: Appellate notice: RFP No. 2021-101-DML

Dear Director,

HERE COMES now PETER TOROCSIK, owner of Ultimate Bakery & Pastry Inc, ("ULTIMATE") within the 5 day grace period and

**A P P E A L S - *(draft for Court injunction)***

against the recommended Notice of Intent to Award Okeeheelee Golf Course Food and Beverage Concession Services at Okeeheelee Park, as seen posted on the PERM website on April 22, 2021).

The appeal is based on fraud, negligence and corruption throughout the entire procurement practice:

- 1 -

1. Fraudulent and unethical acts committed by Parks & Recreation's Bethany King

When she attempted to smuggle an unlicensed contractor (PCI) in May 2020 into a lucrative contract by first "gifting" PCI a "temporary agreement".

2. The heart of ULTIMATE's appeal is the claim that overly-rigged, excessive, and professionally inappropriate eligibility criteria was included in the RFP requirements in order to keep out other qualified companies from the RFP process.

3. Failure to share public records and information with regards to:

- a. Hiding the Temporary Contract opportunity from the public at large
- b. Hiding the Temporary Contract opportunity from the Small Business Enterprise
- c. Denying the furnishing of relevant public records by creating structural barriers

In order to make it impossible for ULTIMATE to submit a responsible proposal.

4. Contract Coordinator created negative impact on Evaluation Committee's ability to

Perform independently related to Incomplete profile GC Ventures FL LLC.

5. Contract Coordinator's lack of due diligence essentially created 2 "qualified proposers"

- A. "GC Ventures - Anderson Studebaker" (as seen on notice of proposals received on March 19, 2021) shows that Mrs. Lowery associated Mr. Studebaker with a prestigious, unrelated company that Mr. Studebaker has never owned.

In actuality, on February 19, 2021 GC Ventures never participated in RFP 2021-101-DML. GC Ventures FL LLC used the "Eclipses -Method" to dupe the county by purposefully creating a company name (GC Ventures FL LLC) similar to that of the famous GC Ventures LLC and therefor creating ambiguity of ownership, work experience, financial capacity, and Palm Beach County Occupational Licensing.

(The Eclipses-method is a well-known fraud tactic employed to obscure or overshadow a fact or facts.) Mr. Studebaker had no experience or current contract Here in Florida, so he created a company (GC Ventures FL LLC.) but signed in as a Different company owner (GC Ventures LLC.) Their credentials were not even verified, as seen in the March 19, 2021 Notice that where the county associates Anderson Studebaker with the company he claims he owns (see exhibit A). SUCH AN UNETHICAL DISCREPANCY AS THIS ALONG WITH ADDITIONAL PERJURY THEY COMMITTED (AND NONCOMPLIANCE) SHOULD CALL FOR AN IMMEDIATE CANCELLATION OF THE "NOTICE OF INTENT TO AWARD."

ULTIMATE AND THE PEOPLE OF PALM BEACH COUNTY DESERVE A THOROUGH INVESTIGATION OF THIS MATTER AND A FAIR & LAWFUL PROCUREMENT PROCESS.

- B. "GC Ventures FL LLC" participated in the Selection Committee Meeting on April 8, 21
- C. ULTIMATE did not propose anything on Feb. 19, 2021 and therefore "Notice of Proposals received" did not document ULTIMATE's participation in the RFP.
- D. The Selection Committee, however, chose to evaluate ULTIMATE's "non-existing" proposal by calling it a "submittal" in order to create the illusion of competitiveness against the only other bidder (GC). They did this to avoid the inevitable outcome of having to go out to bid again, for the third time on this RFP (Despite it being in the best interest of Tax Payers to do so). After all GC Ventures FL LLC's fraudulent claims clearly had gone undetected and stood alone as the only prospective candidate for this project.



On April 8, 2021, ULTIMATE's audio recorded comment warned the Selection Committee: "A single, uncompetitive proposal is of no benefit to taxpayers. "Please readvertise the project in order to receive more bids and avoiding great, predictable loss" (See recorded audio from April 8, 2021 meeting).

The Evaluation Committee deliberately ignored ULTIMATE's comment and relied on the Contract Coordinator's (Mrs. Lowery's) flawed information about the GHOST company, GC Ventures FL LLC.

Mrs. Lowrey failed to detect the SCAMS and LIES presented to her by GC Ventures FL LLC by her not pursuing the validity of certain MANDATORY INFORMATION: For example,

On Page 6 article 1, Respondent claims he is a local business and has a permanent place of business in Palm Beach County (See "X" marked in his proposal). Respondent also perjured himself when he marked an "X" next to "Headquarters located in Palm Beach county....from which a vendor will produce a substantial portion of the goods."

(see exhibit B).

In reality, when you look at GC's Venture FL's submitted "work experience", there exists no past or present work experience in the state of Florida at all and much less in

**The City of West Palm Beach (see exhibit C).** In fact, the location and address

they provide as their company "headquarters" from which they will provide their services is

nothing more than a PO Box. Such a location address cannot qualify as a certified business location and currently GC Ventures FL does not even hold an occupational license that would allow them to conduct business legally.

Mrs. Lowrey conducted no investigation whatsoever about the expertise of GC Ventures FL, their failure to submit supporting documents to prove their Food Service Manager Certification(s), occupational license(s), financial capability, etc. The "Table of Contents" of GC.Ventures FL LLC's proposal promises that their "Financial ability" is "attached". This statement was another one of their lies: no financial statement was ever provided by GC.Ventures FL LLC (see exhibit D).

It is important to note that this RFP requested investment calls for strong financial capability (2 Golf Cart investments, vending machines, etc.). This information is **CRUCIAL IN DETERMINING THE COMPETENCE TO RUN THIS OPERATION!** Not only did it remain unverified by Mrs. Lowery, but what's worse is that the underinformed Evaluation Committee relied on this UNVERIFIED and FRAUDULANT proposal of "GC Ventures" or in truth, GC Ventures FL LLC.

On April 7, 2021 (one day prior to the evaluation committee meeting), Mrs. Lowery sent out a Memorandum (see exhibit E) and drew the evaluation committee's attention to the fact that they can waive any irregularities in this RFP . This memorandum is a perfect

admission of her wrongdoing: PERM (with this Memorandum from Lowery), became a servant in the Parks and Recreation Department's corrupt plan against the best interest of the Tax Payers. Here, Della Lowerey managed to conceal the lies and inconsistencies in GC Ventures FL LLC's proposal by referring to vague and obscure language in the RFP, and justifying the right to allow

an unqualified company to be recommended for award at the cost of hard working tax payers. The ambiguity of contract language which she relies on should not allow a clearly unqualified company to advance in an RFP, especially at the great expense of others. In fact the different language present in two sections of the RFP detailing when a proposal "WILL" be deemed non-responsive versus "MAY" be deemed as non-responsive, shows only the intent of Mrs. Lowery to further justify the unjust. In reality, if a clause is considered ambiguous or unclear, it should be interpreted in the interest against the parties who created it or requested that it be included (Contra Proferentem Rule-"Guilt of the drafter"). In this case, that is the Parks & Recreation Department. In her Memorandum, Lowery goes on to interpret the law as she sees fit and makes the legal determination to choose the "more permissive language" (MAY) in Exhibit "D" and with that, finalizes her corroboration with Parks and Recreation and the other evaluation committee member to take the law into their own hands. This is how GC Ventures FL LLC. Was recommended for award for this RFP.

Mrs. Lowery deliberately failed to discover large discrepancies (perjury) in GC Venture FL LLC's proposal in order to expedite the procurement process for this RFP and get service at the Golf Course at any cost. After all, it had been over one year since Okee Grill had a legal vendor (allow us to recall PCI, their "temporary vendor" who had created an alcohol hub, selling beer illegally from their food truck under the authority of Bethany King and her team.

Important to know Parks and Rec. Department has denied useful answer for ULTIMATE's lawful Public record request regarding to the Golf facility gross income between 2015-2020.

"NO RESPONSIVE RECORD AVAILABLE" by Mrs. KING despite her personal file and her

SEE EXHIBIT F-F1

Resume said she "can implement accountability" But she did not!

Under Mrs.KING's leadership PALM BEACH COUNTY has lost approx..\$ 2,000,000 in the last

5 years contract period due to missing accountability .Mrs.KING had good reason to hide what

She did not know, because she never follows (or audit) subcontractor Golf a la Cart approx.

8000.00 weekly gross sales ending 400K yearly.

ULTIMATE HAD TO SUSPEND THE RFP PREPARATION BEFORE FEBRUAR 19, 2021 by WAITINANDG

FOR CLEARENCE OF THE GOLF COURSE'S FINANCIAL BACKROUND IN ORDER ACCORDINGLY.

PARKS AND REC. DEPARTMENT INTENTIONAL NON-COMPLIENCE WITH THE RECOD REQUEST

IS CONSIDERABLE AS A RETALIATORY MESURE BECAUSE ULTIMATE's WISTLEBLUWER

COMPLAINT AGAINST PCI UNLICENSED ALCOHOL SALES HAS COMPROMISED MRS KING MORAL

STANDING.

Sincerely,



Peter Torocsik



## NOTICE OF PROPOSALS RECEIVED

**- REVISED -**

March 19, 2021

### OKEEHHEELER GOLF COURSE CONCESSION SERVICE AT OKEEHHEELER PARK NORTH

RFP NO. 2021-101-DML

#### Facilities Development & Operations Department

Property & Real Estate  
Management Division

2633 Vista Parkway

West Palm Beach, FL 33411

Telephone - (561) 233-0217

Facsimile (561) 233-0210

[www.pbcgov.com/fdo](http://www.pbcgov.com/fdo)

  
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On February 19, 2021, a proposal for the Okeehhelee Golf Course Concession Service at Okeehhelee Park North, RFP No. 2021-101-DML, was received from the following:

- GC Ventures, Anderson Studebaker

A

**EXHIBIT "F"**  
**TO THE RFP**

**CERTIFICATION OF BUSINESS LOCATION**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) respondents having a permanent place of business in Palm Beach County ("County") or (2) respondents having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, respondents must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the respondent to provide the goods/services being solicited by the County, and will be used to verify that the respondent had a permanent place of business prior to the issuance of the solicitation. The respondent must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the respondent to not receive a local preference.

In instances where the respondent is exempt by law from the requirement of obtaining a Business Tax Receipt, the respondent must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the respondent had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said respondents for additional information related to this requirement after the bid/quote due date.

**I. Respondent is a:**

  X   Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

  X   Headquarters located in Palm Beach County  
Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

       Glades Business: A Glades business has a permanent place of business in the Glades.


(Please indicate):

       Headquarters located in the Glades  
       Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

**II. The attached copy of respondent's Palm Beach County Business Tax Receipt verifies respondent's permanent place of business in Palm Beach County.**

THIS CERTIFICATION is submitted by Andy Studabaker, as  
(Name of Individual)  
Partner, of GC Ventures, LLC  
(Title/Position) (Firm Name of Respondent)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Respondent on this Certification is considered an unethical business practice and is grounds for sanctions against future County business with the Respondent.

  
(Signature)

2/12/2021  
(Date)

## Experience

- A. Wylie Wong has been in the foodservice/hospitality industry since childhood working in his family-owned restaurants until the age of 18 when he started a position running a grill in a high volume gas station in Downtown Minneapolis. He continued to grow sales at that location until he transitioned into the bar/restaurant business managing multiple locations nationwide for 15 yrs. Wylie then started a successful food truck business acquiring multiple trucks and trailers for numerous events around the Midwest. Wylie then acquired 2 Minneapolis golf courses and has been running 2 successful golf course food and beverage concession businesses with beer and alcohol for the previous 2 seasons.
- B. Andy Studebaker Has been in the hospitality bar/restaurant business for the past 28 yrs running successful bars/restaurants/nightclubs nationwide and has assisted with the operations of the 2 Minneapolis golf courses.
- C. Business references for Wylie Wong  
Rick Doll / 2117 W. River Rd. N. Mpls, MN. 55411 / 612-490-3228 / Nov. 2016-current  
Mark Rausch / 81 S. 9<sup>th</sup> St. Ste. 260 Mpls, MN. 55402 / 612-656-3815 / Apr. 2014-current
- D. Business references for Andy Studebaker  
Ian Crissman / 17235 Lillian Ln. Tomball, TX 77377 / 832-877-0434 / 1994-current  
Mike Desuno / 13120 NW. 7<sup>th</sup> Terrace Miami, FL. 33182 / 954-648-1147 / May 2007-current

## Revenue Proposal

We propose a monthly rent of \$1000 for an annual total of \$12,000

**Table of Contents**

<b>Response Pages</b>	<b>1</b>
<b>Operational and Business Plan</b>	<b>4</b>
<b>Experience</b>	<b>5</b>
<b>Revenue Proposal</b>	<b>5</b>
<b>Certification of Business Location</b>	<b>6</b>
<b>Drug-Free Workplace</b>	<b>7</b>
<b>Lease Agreement</b>	<b>8</b>
<b>Guaranty Agreement</b>	<b>40</b>
<b>Financial Ability</b>	<b>Attached</b>





**Facilities Development &  
Operations Department**

**Property & Real Estate  
Management Division**

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**MEMORANDUM**

**TO:** Paul Connell, Director of Special Facilities  
Parks and Recreation Department

Allen F. Gray, Small Business Development Manager  
Office of Equal Business Opportunity

Rich Smolen, Golf Course Manager  
Parks and Recreation Department

Juan Calderon, Assistant Golf Course Manager  
Parks and Recreation Department

**FROM:** Della M. Lowery, Property Specialist  
Property & Real Estate Management

**DATE:** April 7, 2021

**RE:** Selection Committee Evaluation of Proposals  
RFP No. 2021-101-DML  
Okeechelée Golf Course Food & Beverage Concession

In response to the above referenced RFP, on September 20, 2020, we issued an RFP for a new food service concession at the Okeechelée Park we received two (2) responses that were returned to the proposers unopened, one was submitted after the deadline, and the second one was submitted by a company that did not attend the mandatory meeting.

We issued the RFP again on January 3, 2021, and removed the minimum required rent in hopes of generating more responses; again, we received two (2) responses.

However both respondents failed to provide information required in Section II(A)(2) as detailed below:

**GC Ventures FL, LLC**

- Missing the Financial Ability documents as required by Section II(B)(6).

**Ultimate Bakery & Pastry, Inc.**

- Missing the Format for Response as required by Section II(B)(6).
- Missing the 2 executed copies of the Concessionaire Lease Agreement as required by Section II(B)(2).

E

Selection Committee Responses  
RFP No. 2021-101-DML  
Okechee Golf Course Food & Beverage Concession  
Page 2

- Missing the business references as required by Section II(B)(4)(d).
- Missing the Revenue Proposal as required by Section II(B)(5).
- Missing the financial Ability documents as required by Section II(B)(6).

In regards to the missing information, the RFP has different language in two section:

**Section II. Proposal Requirements**

**A. (2) Responsiveness**

Failure to provide the information required in sections B.1 through B.6 **WILL** cause the proposal to be deemed non-responsive.

**Exhibit "D" to the RFP – Format for Response**

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.

The RFP also has language related to irregularities both on the RFP and the responses received:

**Section I. Request for Proposal General Information**

**J. Postponement/Cancellation**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals, re-advertise this RFP, postpone or cancel this RFP process, or **waive any irregularities in this RFP** or in the proposal received as a result of this RFP.

The Selection Committee shall be made aware that:

- FDO, as allowed by Section (I)(J) had used the more permissive language of Exhibit "D" (MAY) and allowed both submittals to move forward to have the Selection Committee make the final determination to evaluate or reject the proposals as presented; and
- Mr. Torocsik from Ultimate Bakery & Pastry Inc. stated at the bid opening meeting that while he was providing us with a submittal it was not a proposal.

PETER TOROCSIK

January 5, 2021

Owner/manager of

ULTIMATE BAKERY & PASTRY INC.

2300 VISTA PARKWAY/VISTA CAFÉ

West Palm Beach Fl. 33411

DELLA M LOWERY

Contract coordinator

RFP No,2021-101-DML

PROPERTY AND REAL ESTATE MANAGEMENT

2633 Vista Parkway,

West Palm Beach, Fl.33411

RE: Remove Parks and Recreation Department

from Evaluation Committee with substitution of  
unbiased procurement professionals,

Dear Contract Coordinator,

My disqualification request deserves close attention based on Recreation  
Department` (PARKS) biased involvement in the procurement process of  
Okeeheelee Park Golf Course` Food and Beverage Service Contract .

Audio recording and relevant public record materials established egregious  
Lapse in judgement to personally select unlicensed and uninsured service  
Provider (VENDOR) for long lasting "temporally agreement".

F

The PARKS- has failed to keep Palm Beach County and the public harmless by letting VENDOR using expired out-of-location alcohol license with no insurance coverages in Okeethee Park adequately.(Exhibit A)

VENDOR has admitted the wrongdoing and apologized to DBPR.(Exhibit B)

The PARKS did not apologize but argued: "Was not enough time to advertise Publicly the business opportunity, I choose this VENDOR anyway because I like them" (The PARKS corruptly missed the opportunity to consult with SBE to assist by providing registered Small Businesses to choose to work with PARKS

Was the so-called "urgency" excusable reason by forcing the PARKS.to short cut transparency and short cut open procurement?

Did the "urgency" provide excusable reason to expedite alcohol sales in and around of recreational facility during circumstances of COVID 19 when bars, restaurants, parks and beaches were closed ?

Did the PARKS have reasonable time generate timely procurement because the date of expiring contract of the outgoing vendor was well known?

Yes! The PARKS had ample time to advertise this bid opportunity, unless to choose not to because the mind of the PARKS was already preoccupied with different, premediated contra selection.



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May 11, 2021

Lola Torocsik  
The Sub Division Corp  
Via Email: [thesubdivision@yahoo.com](mailto:thesubdivision@yahoo.com)

Subject: Document Received by email April 19, 2021 entitled  
"Appeal/Protest 2021-101-DML Okeeheelee Golf Course at Okeeheelee  
Regional Park"

Dear Ms. Torocsik:

This is in response to your email and attached letter dated April 19, 2021, in which you lodged an "Appeal/Protest" (Protest) regarding the recommended award of Palm Beach County RFP 2021-1010-DML (RFP) for the Concession at Okeeheelee Golf Course at Okeeheelee Regional Park (Concession). Per Section I.R of the RFP, protests may only be filed by a Respondent/Proposer and then only within 5 business days after the posting of the Department's Notice of Intent to Award. You are not a Respondent/Proposer under the RFP, so you have no standing to file a Protest. Also, the Protest was filed before the Notice of Intent to Award was posted so it is untimely. Therefore your Protest is denied for these procedural reasons.

Notwithstanding the above, I will address a few of the substantive issues raised in your Protest.

First of all, I would like to state that the County employees of the Property and Real Estate Management (PREM) Division of the Facilities Development & Operations (FDO) Department that managed the procurement process for this RFP are experienced professionals who take their duty to protect the integrity of the procurement process very seriously. In your letter, you raise several questions regarding whether staff was confused about the identity of one of the proposers and whether required procedures were followed. I can state unequivocally that there was no confusion about the identity of the proposer in question and proper procedures were followed.

**1. GC Ventures LLC or GC Ventures FL LLC**

The recommended awardee, as noted on the Notice of Intent to Award, is GC Ventures FL LLC. The disclosure of beneficial interests that was submitted along with the proposal identifies Anderson Studebaker and Wylon Wong, each having 50% ownership of the company, and both owners are also listed under SunBiz as authorized managers.

At the January 19<sup>th</sup> pre-proposal meeting, all attendees were required to sign in with their name and the name of the company that they represent. Attendees were notified that those who did not sign in would not be acknowledged. County staff did not require or state that attendees had to sign in using their company's legal name as registered with SunBiz. This statement in your Protest is incorrect and false.

The sign-in sheet reflects that Andy Studebaker was present at the mandatory pre-proposal meeting on January 19 representing "GC Ventures".

The two submissions that were received for this RFP were submitted by:

- a) GC Ventures FL LLC, who signed in to the pre-proposal meeting as "GC Ventures"; and
- b) Ultimate Bakery and Pastry Inc, who signed in as "Ultimate Catering & Pastry"

Neither company signed in under its legal name on SunBiz but this wasn't required by staff. Both companies identified themselves correctly on the documents received in response to the RFP. Representatives for both companies that attended the mandatory meeting were also present at the site visit, so there is no merit in your claim that the correct parties did not attend the required meetings.

## **2. Submittals received on February 19, 2021**

On February 19, 2021 PREM received 2 submittals in response to the RFP. At the proposal opening meeting Della Lowery and Natalia Restrepo were present on behalf of the PREM Division. Mr. Peter Torocsik was present on behalf of Ultimate Bakery and Pastry Inc. At the proposal opening meeting the names of the proposers and their revenue proposals were read from the format for response. The submittal from Ultimate Bakery and Pastry Inc did not include the format for response, and Mr. Torocsik stated that even though he had provided a submittal it was not a proposal. With his statement PREM proceeded to publish a notice of proposals received that only included Mr. Studebaker's company. Based on the statement from Mr. Torocsik, there is no merit to the statement in your Protest that PREM failed to acknowledge his "response".

The Selection Committee was provided with both submittals and a memo that detailed what each was missing to comply with the RFP requirements, along with mention of the statement made by Mr. Torocsik in regards to his submittal that it was not a proposal. On April 8 during the time allotted for public comments before the Selection Committee began the review process, Mr. Torocsik again stated that his submittal was not a proposal. It was the Selection Committee's decision to evaluate his submittal as a proposal, days after the publication of the Notice of Proposals Received, so based on the facts at the time PREM published the correct information in its Notice of Proposals Received.

May 11, 2021  
Lola Torocsik  
Page 3

**3. The Sub-Division and Public Records requests.**

Mr. Peter Torocsik, the spouse of Lola Torocsik, has filed multiple public records requests, one of which asked for the proposal submitted by GC Ventures (PRR-2021-02531 dated 4/12/2021). On Monday, April 19, 2021, PREM responded providing all the responsive documents it had at the time. No pages were removed/redacted. There is no merit to your statement in your Protest that incomplete records have been provided.

As previously stated, your Protest is denied.

Sincerely,

  
Isami Ayala-Collazo  
Director, Facilities Development & Operations

C: Ms. Purvi Bhogaita, Director, PREM  
Ms. Brenda Znachko, Director, Business Operations

From: Lola Torocsik  
[thesubdivision@yahoo.com](mailto:thesubdivision@yahoo.com)  
Cell: 561-929-9899

To: Isami Ayala-Collazo  
Director, Facilities Development and  
Operations Department  
2633 Vista Parkway, West Palm Beach, FL 33411  
[iayalacollazo@pbcgov.org](mailto:iayalacollazo@pbcgov.org)

## Appeal/Protest

### 2021-101-DML Okeeheelee Golf Course at Okeeheelee Regional Park

#### *R. Right of Appeal/Protest*

*Any Respondent/Proposer may appeal/protest the Selection Committee's recommendation for award by submitting a written protest to the Director, Facilities Development and Operations Department within five (5) business days after the posting of the Notice of Intent to Award by the Department. Protests must be submitted in writing, must identify the protestor and the solicitation, must describe the grounds for the protest, and must be addressed to the Director, Facilities Development and Operations Department, via hand delivery or mail to 2633 Vista Parkway, West Palm Beach, FL 33411 or via email to [iayalacollazo@pbcgov.org](mailto:iayalacollazo@pbcgov.org). A protest is considered filed when it is received by the Director,*

*Page 8 of 18*

*FDO. Failure to file a protest within five (5) days of the posting of the Notice of Intent to Award shall constitute a waiver of the respondent's right to protest.*

Dear Isami Ayala-Collazo,

Before you even give out a "Notice of Intent", I would like to appeal against the Selection Committee's recommendation.

I am not sure who represented the selection committee. Do they have any idea how the selection and recommendation goes? Who were these people?

My company is a PALM BEACH COUNTY registered SMALL BUSINESS with active business certificate.

Your Selection Committee recommended a company whose owner does not even know that his/her company name is being used!!!!



According to the RFP, please, look at the timetable.

**D. Timetable**

The anticipated schedule and deadlines for the RFP are as follows:

<u>Activity</u>	<u>Date, Time and Location</u>
Issue RFP	Advertised in the Palm Beach Post on Sunday, January 3, 2021, and Sunday, January 10, 2021.
RFP available for Download from VSS: <a href="https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService">https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</a>	After 12:00 P.M. on Monday January 4, 2021.
Pre-Proposal Conference (Attendance is Mandatory)	At 2:00 PM on Tuesday January 19, 2021, in the Training Room 1W49-1W-55, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.
Respondents arriving more than 10 minutes late to the Mandatory Pre-Proposal Conference shall not be permitted to submit a proposal in response to this RFP.	
Site Visit (Attendance is Mandatory)	Immediately following the Pre-Proposal Conference on Tuesday, January 19, 2021.
Questions and Comments Deadline	At 2:00 P.M. on Tuesday, January 26, 2021
Proposal Deadline (Proposal Due Date)	At 2:00 PM on Friday, February 12, 2021, at the Reception Desk, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. Immediately thereafter, the proposals will be opened and the names

On **January 19, 2021** we had the Pre-Proposal meeting. IT WAS MANDATORY!

Only three company came and signed in:

MRS. Della Lowery asked everyone to make sure they sign in their correct business name which is listed on Sunbiz. Otherwise they are not going to be acknowledged. She states it in the first 10 seconds.

<https://pbc.sharefile.com/d-s3fcd917945764eec988cefc5fefff338>

1. GC Ventures (Andy Studebaker – NOT THE OWNER!!!!)

(according to Sunbiz the owners are KEITH D and LINDA BEATY)

2. Ultimate Bakery & Pastry (Peter Torocsik – owner by Sunbiz.org)
3. The Sub Division Corp (Lola Torocsik – owner by Sunbiz.org)

Please click on link below to check it yourself

<http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=GCVENTURES%20L0000000152870&aggregateId=flal-l00000015287-11aefcfa-3f26-4dbf-90bc-52f9c8add0b6&searchTerm=GC%20Ventures&listNameOrder=GCVENTURES%20L0000000152870>

GC Ventures registered agent is Mark Elhilow and he can be reached at 561-659-3301. They did not submitted any proposal.

On **January 19, 2021** we had a site visit. KEITH D and LINDA BEATY and/or their registered agent MARK Elhilow was not present. It was mandatory!

After the site visit I checked on GC Ventures and I saw that the owners live at The Town of Palm Beach and knew that I will have no chance against a company whose owners are living on the island.

Until **January 26, 2021** each company had a chance to ask questions.

GC Ventures and or KEITH D and LINDA BEATY and/or their registered agent MARK Elhilow had no questions.

Until **February 19, 2021** each company could submit a proposal. Original submittal date of February 12 was delayed until February 19, 2021.

[https://discover.pbcgov.org/fdo/PDF/PREM/Bids/2021-101-DML-Okeeheelee\\_Golf\\_Course\\_Food\\_Beverage\\_Concession\\_Notice-of-Proposals-Rec.pdf#search=GC%20Ventures](https://discover.pbcgov.org/fdo/PDF/PREM/Bids/2021-101-DML-Okeeheelee_Golf_Course_Food_Beverage_Concession_Notice-of-Proposals-Rec.pdf#search=GC%20Ventures)

According to PALM BEACH COUNTY NOTICE only "GC Ventures" Submitted a proposal. Please, click on link above to see it.

ULTIMATE BAKERY & PASTRY submitted a proposal also, but there is no information about that.

The Sub Division Corp sent an email to Mrs. Della Lowery stating the reasons why it is not submitting a proposal. One of the reason that I was not a small women owned business, so I thought that I have no chance.

Until, **February 19, 2021**, the proposals had to include the addendums.  
GC Ventures and or KEITH D and LINDA BEATY and/or their registered agent MARK Elhilow DID NOT submitted any signed addendums.

It seems like the recommendation committee was evaluating a totally different company!

**GC Ventures LLC or GC Ventures FL LLC?**  
**Two different companies with different owners.**

When requested the other company proposal, we did not receive the full proposal. The first page definitely missing.

Thank you for your time and please reply back to me immediately after you got this email. The RFP says that you **MUST** receive it.

Thank you for your time!  
Sincerely,  
Lola Torocsik  
The Sub Division Corp  
1-561-929-9899

Florida Limited Liability Company

GC VENTURES, LLC

**Filing Information**

<b>Document Number</b>	L000000015267
<b>FEI/EIN Number</b>	65-1096898
<b>Date Filed</b>	12/04/2000
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**

501 S. FLAGLER DRIVE  
SUITE 220  
WEST PALM BEACH, FL 33401

Changed: 02/17/2021

**Mailing Address**

PO BOX 3087  
WEST PALM BEACH, FL 33402

Changed: 04/24/2006

**Registered Agent Name & Address**

ELHILOW, MARK BCPA  
501 S. FLAGLER DRIVE  
SUITE 220  
WEST PALM BEACH, FL 33401

Address Changed: 02/17/2021

**Authorized Person(s) Detail**

**Name & Address**

Title P

BEATY, KEITH D  
395 CARRIBEAN RD  
PALM BEACH, FL 33480

Title S

BEATY, LINDA L  
395 CARRIBEAN RD  
PALM BEACH, FL 33480



NOTICE OF PROPOSALS RECEIVED

- REVISED -

March 19, 2021

OKEECHEELE GOLF COURSE CONCESSION SERVICE AT  
OKEECHEELE PARK NORTH

RFP NO. 2021-101-DML

On February 19, 2021, a proposal for the Okeechele Golf Course  
Concession Service at Okeechele Park North, RFP No. 2021-101-  
DML, was received from the following:

- GC Ventures, Anderson Studebaker

Facilities Development &  
Operations Department

Property & Real Estate  
Management Division

2633 Vista Parkway  
West Palm Beach, FL 33411  
Telephone: (561) 233-0217  
Facsimile: (561) 233-0210  
www.palmbeach.com/bid

Palm Beach County  
Board of County  
Commissioners

Chris Kerner, Mayor  
Robert S. Wines, Vice Mayor  
Martin G. Morris  
George K. Wines  
Maura Vecchi  
Miriam Michalek  
Mick Bernard

Addendum No. 1 to RFP NO. 2021-101-DML

Request For Proposals  
to Provide a Food Service Concessionaire Services at Okeechele Golf Course at  
Okeechele Regional Park North

February 8, 2021

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

REVISED Request for Proposal Due Date: February 19, 2021

A. The Deadline for receipt of proposals has been changed from Friday, February 12,  
2021, to Friday, February 19, 2021. The time remains 2:00 p.m. Section I.D. Timetable  
is included as follows:

Proposal Deadline (Proposal Due Date) At 2:00 p.m., Friday, February 19, 2021  
at the Reception Desk, 2633 Vista Parkway,  
West Palm Beach, FL 33411-5605.  
Immediately thereafter, the proposals will be  
opened and the names of the Respondents will  
publicly be read aloud.

B. The County received the following questions as set forth below and is issuing the  
following response:

1. Questions received from Peter Teroscik/ Ultimate Bakery:

Question: The newly retained RFP successfully clarified the awarded vendor has no  
contractual obligation to distribute FREE drinking cups and  
related accessories.  
Is it true? YES or NO?

Answer: No. Please refer to the RFP #13 of Exhibit "B" to the Concessionaire  
Lease Agreement.

Question: The voluminous RFP material listing numerous costly contractual  
obligation but failed to disclose VENDOR and TAXPAYER benefits.

**ATTACHMENT # 4**

Concessionaire Lease Agreement (2 copies)

**CONCESSIONAIRE LEASE AGREEMENT**

**PALM BEACH COUNTY**

**A POLITICAL SUBDIVISION OF THE**

**STATE OF FLORIDA**

**BY AND THROUGH ITS**

**BOARD OF COUNTY COMMISSIONERS**

**(County)**

**and**

**GC VENTURES FL, LLC.**

**(Concessionaire)**

## **CONCESSIONAIRE LEASE AGREEMENT**

**THIS CONCESSIONAIRE LEASE AGREEMENT**, hereinafter referred to as “Agreement” is made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” and GC Ventures FL, LLC., a Florida Limited Liability Company, (EIN: # 85-3582062), hereinafter referred to as “Concessionaire”.

### **W I T N E S S E T H:**

**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 attached hereto as Exhibit “A”, (the “Park”) a portion of which Concessionaire desires to use for operation of a concession; and

**WHEREAS**, Concessionaire has demonstrated experience as a food and beverage service concessionaire; and

**WHEREAS**, Concessionaire was selected through the competitive proposal process to use such property and improvements for food and beverage service 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 as the Okee Grill on Exhibit “A-1” attached hereto and made a part hereof



(the “Premises”) for the provision of food and beverages (the “Concession”). The Okee Grill includes approximately 1,200 square feet of indoor space seating for 96 occupants, a 600 square foot service and prep area outfitted with County supplied kitchen equipment and fixtures listed on Exhibit “A-2” attached hereto and made a part hereof, and approximately 500 square feet of outdoor seating (20 seats). The Premises is located within Okeetchee Regional Park North, located at 7715 Forest Hill Boulevard, West Palm Beach, FL, and is shown in the Park aerial photograph. The Concessionaire shall also provide mobile food and beverage cart service on the 27 hole golf course, driving range, and practice areas (collectively, the “Golf Course Area”).

Concessionaire shall operate its Concession within the boundaries of the Premises and Golf Course Area as set forth herein. The Parks and Recreation Department (“Department”) reserves the right to make such amendments, changes and revisions to the configuration of the Premises as Department, in its sole discretion, may deem proper. Construction may at times impact the operation of this concession. The Department, at its option, reserves the right to relocate Concessionaire’s facilities within the Premises into another area of similar size. 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 of any kind whatsoever.

#### **Section 1.02 Parking**

Vehicle parking at the Park is designated exclusively for visitors participating in recreational activities at the Park, as well as Park and concession staff. Park and concession staff may be required to park vehicles in designated locations to leave prime parking spots available to visitors.

#### **Section 1.03 Special Activities**

Concessionaire shall submit a request to the County’s Director of Special Facilities, Parks & Recreation Department, in writing, at the address set forth in Section 19.03(a) of this Agreement, at least five (5) business days in advance in the event the Concessionaire desires to hold special activities; however, permission to allow special activities will be granted or denied at Department’s sole and absolute discretion.

#### **Section 1.04 Length of Term and Commencement Date**

The term of this Agreement shall commence upon the first day Concessionaire opens its concession for business on the Premises (the “Commencement Date”), as provided for herein, and shall extend for a period of three (3) years thereafter (the “Term”) unless sooner terminated pursuant to the provisions of this Agreement. The Commencement Date shall occur no later than thirty (30) days after the Effective Date as defined in Section 19.16.

The exact Commencement Date shall be established by written notice from

Concessionaire to the Department at the addresses set forth in Section 19.03(a), which notice shall be provided at least 3 business days in advance of the anticipated Commencement Date. If the Commencement Date has not occurred within thirty (30) days of the Effective Date, the same shall be considered an Event of Default by Concessionaire under Section 13.01, and County shall have all remedies available to it under this Agreement.

#### **Section 1.05 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 period(s) of one (1) year each under the same terms and conditions as this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. Any extension requested by Concessionaire shall be subject to approval by the Board of County Commissioners in its sole discretion. Concessionaire shall exercise its option to extend, if at all, by written notice to the Department received by the Department 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 or any extension thereof. 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 1.06 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, pandemic, 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 1.07 Customer Service**

Concessionaire shall place a sign provided by the Department in a location on the Premises designated by Department, stating:

This business occupies space owned by 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: Palm Beach County Parks & Recreation Department, Attention: Golf Operations Supervisor, John Prince Park, 2700 Sixth Avenue South, Lake Worth, FL 33461.

Concessionaire shall work diligently to resolve customer complaints including online reviews and comments regarding service or other issues.

### **Section 1.08 Amount of Deposit**

Concessionaire, shall deposit 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") within 10 days of notice of selection for contract award. The security deposit shall be in the form of a cashier's check made payable to the Palm Beach County Board of County Commissioners. 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 during the term of this Agreement in equal monthly installments, 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 amount of Annual Rent is \$12,000. 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.

### **Section 2.02 Adjustment to Annual Rent**

On each anniversary date of the Commencement Date 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, P O Box 3977, WPB FL, 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, 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.

### **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, at the Commencement Date, 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. Concessionaire agrees to provide such other equipment and 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, unless the work is the responsibility of the County as specifically provided for in Section 6.02 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 Department's written consent. Prior to commencing any work within the Premises, Concessionaire shall furnish to the Department for written and discretionary approval, plans and specifications showing equipment or utilities to be installed by Concessionaire within the Premises ("Alterations"). 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. Department's approval of the plans and specifications submitted by Concessionaire in conjunction with Concessionaire's Alterations may, at Department's sole option, be contingent upon the receipt by the Department of a surety company payment and performance bond obtained

by Concessionaire at its sole cost and expense. County shall be named as an Obligee on any payment and performance bond and 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 Department. 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 estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the interest of County in the Premises 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 Department, 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. Further, 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 sale of food and beverage as identified in Section 4.02 of this Agreement, as well as to provide mobile food and beverage cart service on the 27 hole golf course, driving range, and practice areas (the "Golf Course Area"). 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 Department, which consent may be granted or withheld in Department's sole discretion. Concessionaire shall comply with the Rules and Regulations set forth in Exhibit "B", attached hereto and made a part hereof, as well as Palm Beach County Parks and Recreation Ordinance (Ordinance No. 2004-022) as same may be amended from time to time.

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:

#### **Okee Grill**

Food and beverage service shall be available daily from 6:30 A.M. until at least the posted time for the last cart in, which is defined as dusk (approximately 30 minutes after sunset). All Concessionaire staff handling liquor must have a responsible vendor certification within 90 days of hiring.

Concessionaire shall at a minimum have a food and beverage manager with operational authority on the floor providing direct service to customers and ensuring quality customer service and food quality from 8:00 A.M. to 2:00 P.M., 7 days a week, and during all

tournaments.

**Golf Course Area**

The beverage/snack carts shall circulate from one (1) hour after the first available tee time through one (1) hour before closing, as follows:

Daily	Minimum of 2 carts circulating throughout the 27 holes, provided that the number of rounds scheduled to be played exceeds 250. If the scheduled rounds do not exceed 250, then only 1 cart shall be required. Concessionaire shall assume the number of scheduled rounds exceeds 250 unless Concessionaire confirms otherwise with the Department.
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Concessionaire shall submit any requests for changes to the concession operations schedule to the Department, 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 the Department.

c) All rates for goods and services must be visibly posted in the Premises at all times during operation in accordance with Article V herein. Rates for food and beverage items shall be in line with similar golf facilities in the area.

Concessionaire shall provide, for approval by Department, a daily menu for dine in service, a daily “grab and go” menu for golfers, and a catering menu that is presentable and printed in professional quality. The daily menu shall include at a minimum, but not limited to, the following items:

- Meals
- Soft Drinks
- Coffee, Tea
- Beer and wine
- Burgers, Hot Dogs
- Appetizers
- Sandwiches using quality meat and cheese
- Salads
- To-Go Items including Hot Dogs, Burgers, and Sandwiches
- Gluten-free
- Vegan options or vegetarian options

County golf course employees and volunteers at the golf course may be provided a maximum of 20% discount, as is consistent with industry standards, for items on Concessionaire’s food and beverage daily menu, which discount shall not include any



alcohol.

d) Concessionaire shall provide two (2) new or like new beverage carts (less than 3 years old) in good working condition at the commencement of this Agreement.

e) Concessionaire shall store up to two (2) beverage/snack carts in the golf course cart barn located next to the Okee Grill, near the clubhouse. Concessionaire shall not be permitted to store fuel in the cart barn or in the Premises. If the carts are electric, they may be recharged in the cart barn at no extra cost.

f) Department may allow Okeeheelee Golf Course to be used for organized golf tournaments and other events. Department reserves the right to host up to three (3) outside tournaments/events per year where the tournament/event organizer may bring in donated or purchased food and beverage items from an outside source for distribution to the event participants. Department reserves the right to offer Okee Grill to charitable organizations and local businesses for use during meetings at no charge. The County's Director of Special Facilities or Designee shall provide written notice to Concessionaire at least thirty (30) days in advance of such scheduled tournaments where food and beverage will be provided by the organizer. Concessionaire shall be responsible for the setup of the necessary tables and chairs for such events, as well as clean up after such events.

g) Department may, at its sole discretion, include Concessionaire's food and beverages as part of golf packages sold by Department for tournaments, leagues, and special events. Department shall coordinate with Concessionaire regarding the selection, quantity, and dates needed. If parties fail to reach mutually acceptable terms on any special event, tournament or league, Department may seek an alternate vendor to provide food and beverage services. Department shall collect the payments for any food and beverages included in the golf packages, and then remit payment to Concessionaire for the sales upon receipt of an invoice from Concessionaire. Department shall process the payment through its Finance Department.

h) Concessionaire may, at its option, install one (1) vending machine at the driving range, one (1) vending machine at the starter station and one (1) vending machine at each of the two (2) public restrooms located on the golf course. Concessionaire shall coordinate with Department regarding the location and installation of the vending machines. Concessionaire shall be responsible for managing and maintaining any vending machines it installs. County shall not be responsible for any damage caused to vending machines.

i) Concessionaire shall provide a minimum of two (2) televisions in addition to one (1) county provided television with cable or satellite service in the Okee Grill. Concessionaire shall reserve at least one (1) television to be used for County's marketing purposes exclusively. Concessionaire shall show appropriate programs on television, which should include sports and news. Concessionaire may, at its own expense, install

additional televisions. The County's Golf Operations Supervisor or Designee will make the final determination on what programs are appropriate.

j) 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 a uniform, logoed golf shirt that includes a collar, sleeves; a name tag; and professional looking khaki or black solid pants or shorts (no cut-off shorts, yoga pants, spandex, or jeans) which, in the sole determination of the Golf Operations Supervisor, Parks & Recreation Department clearly distinguishes Concession staff from County and Park staff. The Concessionaire's food and beverage manager shall wear business casual attire on a daily basis. The Concessionaire shall also maintain a good working relationship with the County's golf facility management team and its maintenance staff. Use of profanity, alcohol, and illegal substances by Concessionaire, staff, subcontractors and agents is strictly prohibited.

k) Concessionaire shall successfully (to the customer and/or the County's satisfaction) resolve complaints and service related problems in a timely manner and shall report any customer complaints to the Golf Course Manager.

l) 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/Mission.aspx> and  
<http://discover.pbcgov.org/parks/General/About-Us.aspx>

m) County shall provide telephone service at the Premises during all hours of operation for emergency calls and to ensure accessibility by the public for general questions, schedules, etc.

n) Concessionaire shall appoint a responsible person to be a member of the County's golf facility management team, which is currently scheduled to meet on a weekly basis. The Concessionaire's representative shall be someone who has the authority to make operational decisions on behalf of the Concessionaire.

o) Concessionaire shall employ only competent personnel to perform the services. If at any time during the term of the Agreement, the Department, in its sole discretion, desires the removal of any person or persons employed by Concessionaire due to an infraction of the rules of conduct, the Concessionaire shall remove any such person

immediately upon receiving notice from the Department.

p) 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 the Department's Director of Special Facilities. Concessionaire shall conduct operations in such a manner as to meet or exceed all applicable health standards and codes.

q) Concessionaire shall provide sales, and promotional information in advance for the frequent player card and newsletter on a monthly basis no later than the 15<sup>th</sup> of each month for the upcoming month.

r) Concessionaire shall primarily promote and recognize Palm Beach County, the facility, and its commitment to the game of golf in all print, digital, and film media opportunities. The Golf Palm Beach County name, logo, and web URL are to be used on all advertising, information, and promotional material. The Concessionaire may not utilize any other URL's, corporation names, or social network names in advertising, information, or promotional material about the facility or its programs without the express written permission of the Golf Operations Supervisor.

s) County shall provide certain equipment and fixtures necessary for the operation of the concession as listed in Exhibit "A-2", attached hereto and made a part hereof. Concessionaire shall, at its own expense, provide all other necessary equipment, personalty, including dinnerware, glassware and flatware for the safe and efficient operation of the Concession service and, within thirty (30) days of the Commencement Date, shall provide the Department with an inventory of all equipment provided. Installation and maintenance of all equipment, including County provided, shall be the responsibility of the Concessionaire. Additionally, Concessionaire shall, at its sole cost and expense, procure and maintain all equipment per manufacturer specifications and shall be kept in a clean and sanitary condition. 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 its Department or other departments without prior notice. Concessionaire shall immediately notify Department 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.

t) 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.

u) For payment of any customer charges, Concessionaire shall accept, at a minimum, two (2) of the following credit cards: Visa, MasterCard or American Express.

v) Concessionaire shall provide services to patrons in a manner consistent with the provisions of the Americans with Disabilities Act (ADA).

w) Concessionaire shall coordinate and cooperate with the Department regarding special events and activities conducted in the Park and shall, upon request from the Department, suspend operation of the Concession when such events warrant the suspension of the operation of the Concession as determined by Department.

x) As provided in F.S. 435.03, Concessionaire shall perform a Level I background check on each employee prior to the employee beginning work at the Concession. The Concessionaire shall provide a background screening affidavit, as provided by Department, documenting background check clearance in accordance with F.S. 435.03, to the Department prior to the employee commencing work at the Concession. Concessionaire shall re-screen all of its employees every three (3) years from the employee's original hire date. If a disqualifying offense, as provided in F.S. 435.03, is identified during a rescreen or Concessionaire is made aware of a disqualifying offense at any time during employment, Concessionaire shall notify Department of any disqualifying offense it has knowledge of as to any of its employees during the term of this Agreement and Concessionaire shall immediately terminate employment of any and all employees whom Concessionaire discovers have committed a disqualifying offense.

Although a fingerprint background check is not required, the County reserves the right to subject Concessionaire's and its subcontractor, subcontractors' employees to fingerprint-based background checks to the extent permitted by law and to deny access rights to any Concessionaire employee in accordance with adopted laws, policies and procedures. Concessionaire shall have no recourse or claim against County for denied access rights.

y) Concessionaire may, with the approval of the County's Director of Special Facilities, suspend operation of the Concession whenever the Park is closed due to severe storms or maintenance/construction, pandemics, or other Acts of God, or when an executive order at the Local, State or Federal level requires the concession to be closed. Reasonable effort shall be made to reopen the Golf Course or concession in a timely manner following the inclement weather, maintenance, construction, or other incident or order that closes the park or concession. If the closure is for an extended period of time (greater than seven (7) consecutive days), the Department shall prorate the monthly payment of Annual Rent. The Department may also prorate the monthly payment if a portion of the concession is unable to open due to an executive order at the Local, State or Federal level. The prorated amount shall be equivalent to the portion of the

concessionaires operation that cannot be opened.

z) 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.

aa) The County entered into this Agreement with Concessionaire pursuant to County's Request for Proposals (RFP) RFP No. 2021-101-DML to provide concession services at the Park. As such, the Concessionaire agrees to maintain generally the sale/rental of Concession services and items, as 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 services without first obtaining written approval from the Department's Director of Special Facilities, at the address set forth in Section 19.03(a) of this Agreement. Only minor changes will be considered by the Department, and any approvals shall be granted in the Department'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.

#### **Section 4.03 Waste or Nuisance**

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

#### **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, 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 Department immediately upon Concessionaire becoming aware of such Disposal. Concessionaire shall be solely responsible for the entire cost of remediation and cleanup of any Hazardous Materials disposed of or discovered upon the Premises, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the Premises 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. Department may implement key, card or code control measures reasonably acceptable to Concessionaire to safeguard the keys, cards or code provided pursuant to this requirement.

Concessionaire shall not alter or add to the County's network infrastructure and related systems without the express permission of the County's Information Systems Services (ISS) Department.

Notwithstanding the above, Concessionaire shall notify Department 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 Department shall be made in accordance with Section 19.23 herein.

#### **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.

#### **Section 4.10 Park Rules**

Concessionaire shall comply with the Palm Beach County Code, Chapter 21, as the same may be amended with respect to any and all rules, hours of operation, and/or any special event activity or use occurring on or about the Premises.

#### **Section 4.11 Equal Business Opportunity Program**

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.

#### **EBO Schedules**

If Concessionaire uses a subcontractor to perform work or services under this Agreement, then Concessionaire must submit:

1. EBO Schedule 1 List of all Subcontractors signed by the Concessionaire, and
2. 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 Subcontractor**

Concessionaire shall pay subcontractor 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 subcontractor, 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 subcontractor, 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.

**Section 4.12 Registration in VSS**

Concessionaire and any subcontractor 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.

**ARTICLE V  
SIGNAGE**

Concessionaire shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the Premises and/or Park any sign, awning or canopy, without first obtaining Department's written approval and consent through the Department, which consent may be withheld at Department's sole discretion. Any sign 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, 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 Park within

which the Premises is located. No advertising or any promotional items associated with the concession will be permitted within the Park or any other County facility or property without prior Department and/or County approval. Palm Beach County Ordinance, No. 2004-022, Section 21, prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any park property.

At Golf Course Manager's discretion, any permanent signs posted at the facility shall be consistent with the general character of Okeeheelee Golf Course and the content and location of any and all signs must be approved by the Golf Course Manager. Hand written signs shall not be posted at the facility. Signs indicating special pricing will be allowed in designated sign holders in the restrooms at the Golf Course Manager's discretion. All signs shall be created with the approved County font and logos. All other promotional material will be displayed via the County's digital marketing monitors throughout the golf shop building. All promotional material shall comply with Parks and Recreation's policies and procedures to include the County logos and verbiage. For more information see PPM CW-L-046.

## **ARTICLE VI REPAIRS AND MAINTENANCE OF PREMISES**

### **Section 6.01 Responsibility of Concessionaire**

Concessionaire shall protect the County's capital investment in the Premises 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 patio area clear of debris and stains, and maintenance of fixtures as listed in Exhibit "F" attached hereto and made part hereof. Concessionaire shall, at a minimum, perform the following maintenance in the Premises on a regular and ongoing basis: a) clean restrooms, interior and exterior walls, windows, doors, and surfaces; b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and concession equipment as is customary for a similar quality concession found in a public recreation facility in Palm Beach County; c) keep patio furniture clean and free of stains, as well as bring patio cushions (if applicable) inside on a daily basis, inspect bathrooms hourly during operating hours; d) pressure wash the patio monthly or more often if needed; e) touch up paint on interior walls on an annual basis. Concessionaire shall maintain the Premises and all areas within 75 feet of the Premises in a safe, clean, sanitary condition free of litter, refuse, and debris. Concessionaire shall provide adequate refuse containers in the Premises. Concessionaire shall regularly service all trash cans, including Park trash cans, located within the Premises. The trash cans shall be emptied into a provided dumpster, located near the maintenance building. The Concessionaire shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated shall be deposited directly into the dumpster by concession staff.

Concessionaire shall repair all damages to Premises caused by, resulting from, or in any way arising out of Concessionaire's operations or use of Premises, whether such damage is caused by Concessionaire, its agents, or its invitees. Concessionaire shall maintain and repair all equipment thereon including County provided concession equipment and fixtures. Concessionaire shall repaint, refurnish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the Department. The Department's Director of Special Facilities 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 the Department's Director of Special Facilities. Concessionaire is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

Concessionaire shall immediately notify County's Golf Course Manager 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's Golf Course Manager 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 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 of the Premises, and the air conditioning, heating, and plumbing systems, fire suppression system, and the fire prevention and fire extinguishing devices 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, contractor customers, licensees or invitees to the Premises; (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; and (vi) janitorial services for the Premises. County shall maintain the Golf Course Area except for any damage caused by, resulting from, or in any way arising out of Concessionaire's operations or use of the Premises, whether such damage is caused by Concessionaire, its agents, or its invitees.

### **Section 6.03 Tropical Disturbance**

In the event of a threat of tropical disturbance, Concessionaire shall secure and/or remove its equipment at the direction of the County's Golf Course Manager. Concessionaire shall be responsible for any damage to its equipment or personal property. Concessionaire shall be liable to County for any damage caused to Park or any Park 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**

Upon the Commencement Date, Concessionaire shall, at its sole cost and expense, be solely responsible for and promptly pay all costs and expenses relating to providing 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 service all charges and assessments for any utility services provided including, without limitation, cable or satellite service. County will provide water, sewer, electricity, telephone, trash collection and removal. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

## **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 this 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

Subsequently, Concessionaire shall, during the term of this Agreement, and prior to each renewal thereof, provide such evidence to EBIX which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Agreement, Concessionaire shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Concessionaire fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Concessionaire shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

#### **Section 8.02 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 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 limit of \$100,000. The Commercial General Liability policy shall be endorsed to include, "Palm Beach County" as an Additional Insured with a *"CG 2026 - Additional Insured - Managers or Lessors of Premises"*, or similar endorsement.

#### **Section 8.03 Liquor Liability**

Liquor Liability coverage with limits of \$1,000,000 each occurrence in the event that alcoholic beverages are sold or served with or without a charge. Coverage may be provided by way of the Commercial General Liability policy utilizing Liquor Liability endorsement CG 2408.

#### **Section 8.04 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 with minimum limits of \$100,000 per accident.

#### **Section 8.05 Waiver by Concessionaire and Concessionaire's Insurers 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

#### **Section 8.06 Optional Fire and Allied Lines Insurance**

At Concessionaire's option, Concessionaire may purchase insurance coverage for Concessionaire's personal property located on the Premises and within the Park. 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 thereto for loss by casualty, vandalism, theft or misappropriation thereof.

#### **Section 8.07 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 upon expiration, cancellation or non-renewal.

#### **Section 8.08 Evidence of Coverage**

Within 10 days of the effective date of this Contract, Concessionaire will deliver evidence of insurance to the County a certificate of insurance with respect to each required policy to be provided by the Concessionaire under this Section. The required certificates must be signed by the authorized representative of the Insurance Company.

Certificate Holder address:

Palm Beach County Board of County Commissioners  
Parks & Recreation Department  
Attn: Director, Special Facilities Division  
John Prince Park  
2700 Sixth Avenue South  
Lake Worth, FL 33461

Parks & Recreation Department  
Palm Beach County  
2700 6<sup>th</sup> Ave S  
Lake Worth, FL 33461  
Email: [jsteele@pbcgov.org](mailto:jsteele@pbcgov.org) (561) 966-6654

**Section 8.09 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.

**Section 8.10 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 type and amount as Concessionaire is required to maintain by this Article. Concessionaire shall require Contractor(s) and/ or Subcontractor(s) to include Concessionaire and "Palm Beach County" as Additional Insureds on any commercial general liability insurance policies.

**Section 8.11 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.

**Section 8.12 Premiums and Proceeds**

Concessionaire shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the insurance policies. Concessionaire shall be responsible for all premiums, including increases, for all insurance policies required by this Agreement. All insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Concessionaire, in order to ensure a replacement cost settlement and avoid policy cancellation.

**Section 8.13 No Representation of Coverage Adequacy**

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and 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.

**Section 8.13 Insurance for Special Activities**

Excluding County and, or its affiliates, at least give (5) business days prior to the special activity indicated in Section 1.04 herein, and as a condition precedent to the approval of the special activity, provide proof of commercial general liability insurance to the Department for each commercial participant. Such commercial general liability insurance policy shall endorse, "Palm Beach County" and Concessionaire as Additional Insureds.

**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 by reason, during, or as a result of the use and occupancy of the Premises 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 THIS AGREEMENT.**



## **ARTICLE X DESTRUCTION OF PREMISES**

### **Section 10.01 Total or Partial Destruction**

In the event the Park or the Premises 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 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 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 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. 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. 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 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 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.

**ARTICLE XI  
ASSIGNMENT AND SUBLETTING****Section 11.01 Consent Required**

Concessionaire may not assign, 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, subcontractor 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, 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, and all right and interest of the County in this Agreement, may be conveyed, assigned 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. 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 (f), 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.

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 leased, 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.

l) Concessionaire fails to conduct themselves or their business with due regard to the good name of the County, Okeeheelee Golf Course or public morals and decency, or if the concessionaire commits any act or becomes involved in any situation, or occurrence tending to degrade the concessionaire or Okeeheelee Golf Course in the community or online, or which brings the concessionaire into public contempt or scandal, or which materially and adversely affects the reputation or business of the County and Okeeheelee Golf Course, whether or not information in regard thereto becomes public.

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 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,

except for the provisions of this Agreement which explicitly or by their very nature survive termination of this Agreement.

## **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 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:

Parks & Recreation Department  
Attn: Director, Special Facilities Division  
John Prince Park  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
Telephone 561-966-6650

Fax 561-242-6930

with a copy to:

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 561-233-0210

and 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:  
GC Ventures FL, LLC.  
1128 Royal Palm Beach Blvd #209  
Royal Palm Beach, FL 33411  
Telephone 713-385-6363  
Fax \_\_\_\_\_

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, subcontractor and concessionaires 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, subcontractor and concessionaires 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 the Department's Director of Special Facilities, 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. The on-call Park Ranger Supervisor may be reached at (561) 252-1714 between 7:00 A.M. and 11:00 P.M.

#### **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](mailto: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, subcontractor and concessionaires 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. Pursuant to F.S. 287.135(3)(b), if Concessionaire is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

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 concessionaires 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 Contract renewal, if applicable.

### **Section 19.27 Criminal History Records Check**

The Concessionaire, Concessionaire's employees, subcontractor of Concessionaire and employees of subcontractor 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 R2013-1470 and R2015-0572, as amended. The Concessionaire is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Concessionaire acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above reference Resolutions. County staff representing the Department will contact the Concessionaire(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Concessionaire shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the County. If the Concessionaire or its subcontractor(s) terminates an employee who has been issued a badge, the Concessionaire must notify the County within two (2) hours. At the time of termination, the Concessionaire shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Concessionaire if the Concessionaire 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Concessionaire employee or sub employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

### **Section 19.28 E-Verify - Employment Eligibility**

Concessionaire warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Concessionaire shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Concessionaire's subcontractors/subconsultants performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Concessionaire shall obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k),

Florida Statutes, as may be amended. Concessionaire shall maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Concessionaire has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Concessionaire's subcontractor/subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Concessionaire to terminate its contract with the subcontractor/subconsultant and Concessionaire shall immediately terminate its contract with the subcontractor/subconsultant.

If County terminates this Agreement pursuant to the above, Concessionaire shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Concessionaire shall also be liable for any additional costs incurred by County as a result of the termination.


**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:

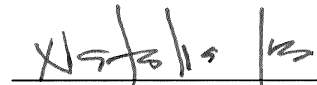
**WITNESSES:**



Witness signature

Vanceets Aora

Print witness name




Witness signature

NATALIA RESTREPO

Print witness name

**CONCESSIONAIRE:**

GC Ventures FL, LLC.

By: 

Andy Stadler

Print Name

Partner

Title

(SEAL)

ATTEST:

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

COUNTY:

PALM BEACH COUNTY,  
a political subdivision of the State of  
Florida

By: \_\_\_\_\_  
Dave Kerner, Mayor

WITNESS:

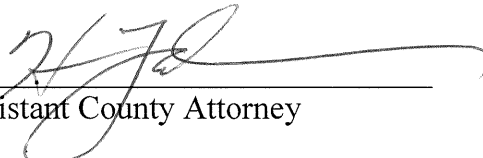
\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print witness name

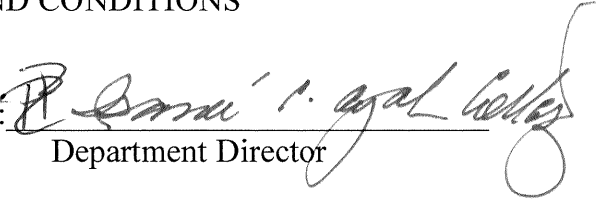
\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print witness name

APPROVED AS TO  
LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
Department Director

## PARK AERIAL



**EXHIBIT “A-1”  
TO THE CONCESSIONAIRE LEASE AGREEMENT**

**PREMISES**

(Floor Plans to County facilities are confidential and will be provided to the selected concessionaire upon execution of a Non-Disclosure Agreement)

**EXHIBIT "A-2"**  
**TO THE CONCESSIONAIRE LEASE AGREEMENT**  
**COUNTY PROVIDED EQUIPMENT & FIXTURES**

- 12 40"x40" Table
- 9 24"x24" High Top tables
- 47 Low dining Chairs
- 39 Bar Height Chairs
- 1 Television
  
- Stainless Steel Refrigerator
- Stainless Steel Freezer
- Bar Refrigerator
- Draft Refrigerator
- Stainless Prep Table
- Stainless 3 Compartment Sink
- Sandwich Prep Refrigerator
- Ice Maker

**EXHIBIT "B"**  
**TO THE CONCESSIONAIRE LEASE AGREEMENT**

**RULES AND REGULATIONS**

1. The sidewalks, entrances and passages surrounding the Premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Premises demised to Concessionaire or occupant.
2. No awnings or other projections shall be attached to the outside walls or windows of the Premises.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the 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 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 Premises. No animals either wild or domesticated will be fed by concessionaire or its staff.
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 Park, 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 Park by the Concessionaire or any other party which, in the County's opinion, tends to impair the reputation or desirability of the Park, 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 Premises, either by Concessionaire or occupants or by its agents or contractor, 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 provide, at no charge to the customer or County, 16 oz. to 20 oz. paper cups to customers for ice and water. Concessionaire shall use only recyclable, compostable, or biodegradable packaging, cups, and plates to distribute food and beverages in Golf Course Area and To-Go in the Café. No straws are to be used in the Café unless explicitly asked for by customers.

14. Concessionaire shall not cause or permit any unusual or objectionable odors to emanate from the Premises.

15. Concessionaire shall not close any portion of the facility to the public for a private event unless approved in writing by the Director of Special Facilities. Golfers and golf program participants should not be denied access to food and beverage facilities during inclement weather.

15. Concessionaire shall maintain a business mailing address that does not include the address of the Park. Any promotional materials distributed by Concessionaire or any occupant must include Concessionaire's business mailing address. The U.S Postal Service does not provide service to the Park.

16. The use of illegal drugs in the 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 Premises.

**EXHIBIT "C"**  
**TO THE CONCESSIONAIRE LEASE AGREEMENT**  
**RESPONSE TO RFP**



## Table of Contents

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✓ Experience	5
✓ Revenue Proposal	5
Certification of Business Location	6
Drug-Free Workplace	7
Lease Agreement	8
Guaranty Agreement	40
✓ Financial Ability	Attached

## Operational and Business Plan

A. GC Ventures plans to do interior painting and some minor decor updates to give the room a fresh and updated feel, as well as adding 2 TV's for business programs and sports entertainment, and refinishing the patio furniture as needed. We will be adding a panini press, hotdog grill with bun warmer, slicer, additional refrigeration as needed, and small wares.

B. We will be using recyclable/compostable products when possible as well as different receptacles for waste/recycling/compostable.

C. Hours of operation will vary dependant on weather and time of year. Opening 15 mins before first tee time and closing approx. 2 hrs after the last tee time to allow for players to purchase items at the "turn".

D/E. Our daily menu would consist of:

(select items will have gluten free option)

Burger/cheeseburger (1/3 lb angus) \$5.25

Brat \$4.25

Hot Dog (Nathan's All Beef) \$3.25

Grilled Chicken Sandwich \$5.75

Cold Sandwiches/wraps (Boar's Head or similar sandwich meats) \$4-7

Misc. Salads (garden, chef, cobb, etc.) \$5-9

Asst. bottled drinks \$2-4

Asst. coffee/tea \$2-3

Asst. beer/wine \$4-6

"grab and go" items

"wedge" sandwiches/wraps (using Boar's Head or similar meats) \$4-7

Veggie snack tray \$4-6

Fresh fruit/ fresh fruit cups \$4-6

Hard Boiled eggs \$2

Fruit and yogurt cups \$4-6

Asst. snacks, chips, beef sticks, trail mixes \$2-4

F. We will operate 2 beverage carts that will be in new or like new condition.

G. We will have a qualified F&B manager that will be ServSafe certified in both alcohol and food operations.

## Experience

- A. Wylie Wong has been in the foodservice/hospitality industry since childhood working in his family-owned restaurants until the age of 18 when he started a position running a grill in a high volume gas station in Downtown Minneapolis. He continued to grow sales at that location until he transitioned into the bar/restaurant business managing multiple locations nationwide for 15 yrs. Wylie then started a successful food truck business acquiring multiple trucks and trailers for numerous events around the Midwest. Wylie then acquired 2 Minneapolis golf courses and has been running 2 successful golf course food and beverage concession businesses with beer and alcohol for the previous 2 seasons.
- B. Andy Studebaker Has been in the hospitality bar/restaurant business for the past 28 yrs running successful bars/restaurants/nightclubs nationwide and has assisted with the operations of the 2 Minneapolis golf courses.
- C. Business references for Wylie Wong  
Rick Doll / 2117 W. River Rd. N. Mpls, MN. 55411 / 612-490-3228 / Nov. 2016-current  
Mark Rausch / 81 S. 9<sup>th</sup> St. Ste. 260 Mpls, MN. 55402 / 612-656-3815 / Apr. 2014-current
- D. Business references for Andy Studebaker  
Ian Crissman / 17235 Lillian Ln. Tomball, TX 77377 / 832-877-0434 / 1994-current  
Mike Desuno / 13120 NW. 7<sup>th</sup> Terrace Miami, FL. 33182 / 954-648-1147 / May 2007-current

## Revenue Proposal

We propose a monthly rent of \$1000 for an annual total of \$12,000



Ridgedale Office

1809 Plymouth Rd S  
Minnetonka, MN 55305

Tel: 612 316 4646  
Fax: 612 316 4579

Monday 19 April, 2021

Regarding Customer:

Wylon J. Wong  
13343 91<sup>st</sup> PL N  
Maple Grove, MN. 55369

To whom it may concern:

This letter is verification that the customer named above has a checking account in good standard with Wells Fargo. This account number ending in -4568 was open 07/23/2012.

If you need deposit information, refer to the customer named above. The account holder can provide deposit information from their monthly statements.

If you have any questions please call us at 1-800-TO-WELLS (1-800-869-3557). Phone Bankers are available to assist you 24 hours a day, 7 days a week.

Sincerely,

Claudia Carrasco  
Sr. Business Specialist

**WELLS FARGO BANK, N.A.**  
Ridgedale Office  
1809 Plymouth Rd  
Minnetonka, mn 55305



CHASEforBUSINESS

Printed from Chase for Business

BUS COMPLETE CHK (...9785)

GC VENTURES FL LLC

\$30,000.00	\$0.00	\$30,000.00
Available balance	Available credit	Available plus credit
\$30,000.00		
Present balance		

Uncollected funds

Total \$0.00

# GC Ventures

1128 Royal Palm Beach Blvd #207  
Royal Palm Beach, FL 33411  
713-385-6363

To Whom It May Concern:

The included documents are as follows:

- Sales from our two golf courses in Minnesota for the last two years
  - 2019 is broken down by course, 2020 are combined sales
- Bank statement from our operating account at Chase with starting funds for the Okee Grill

Our first year of operating the golf courses was 2019. In our second year we increased sales substantially due to increasing relationships with golfers, providing quality items, and great service.

Our 2020 tax returns have not been filed as we are transitioning to a new accountant and making amendments to the 2019 return.

We can supply a letter from our current tax preparer, who is an Enrolled Agent with the IRS, but not a CPA, as requested in the bid. He will verify good standings and financial stability for the companies, if that would suffice in place of the CPA request.

In addition, we are talking to Club Car about acquiring two new beverage carts and establishing lines of credit with certain vendors to ensure we can make the process of getting started quick and seamless.

We hope this will satisfy the financial ability requested as we are eager to get this final approval and move forward.

Thank you,

Anderson Studebaker - Partner  
Wylon Wong - Partner

04/19/21

Heartland | Restaurant

**Daily Summary**

Columbia Golf Course Food &amp; Beverage - All Locations

Thu, 04-01-2021 - Mon, 04-19-2021

## SALES

Items	\$18,254.75
Non Revenue Items	\$0.00
Positive Adjustments	\$30.27
Gross Sales	\$18,285.02
Auto Pricing Discounts	\$0.00
Discounts	-\$133.50
Adjustments	-\$924.84
Loyalty Rewards	\$0.00
Net Sales	\$17,226.68
Taxes	\$1,685.48
Taxes (Inclusive)	\$0.00
Room Surcharges	\$0.00
Service Charges	\$0.00
Tips	\$1,758.63
Gross Receipts	\$20,670.79

## TRANSACTIONS

Type	Amount	Tip	Total
Cash	\$6,926.25	\$0.00	\$6,926.25
Debit/Credit Card	\$11,980.11	\$1,758.63	\$13,738.74
Debit/Credit Card	\$5.80	\$0.00	\$5.80

04/19/21

Heartland | Restaurant

Type	Amount	Tip	Total
Total	\$18,912.16	\$1,758.63	\$20,670.79

## REPORT CATEGORIES

Type	Qty	Net	Gross
Beer	1746	\$9,579.71	\$10,127.50
Food	2131	\$7,138.38	\$7,643.25
Liquor	88	\$478.32	\$484.00
Total	3965	\$17,196.41	\$18,254.75

## LOCATIONS

Name	Tickets	Net	Gross
Columbia Golf Course Food & Beverage	385	\$3,976.33	\$4,257.14
Gross National Golf Course	1433	\$13,250.35	\$14,027.88
Total	1818	\$17,226.68	\$18,285.02

## DAYPARTS

Name	Qty	Seats	Guests	Net
Unknown	1818	0	1817	\$17,226.68
Total	1818	0	1817	\$17,226.68

## REVENUE CENTERS

Name	Qty	Seats	Guests	Net
Cart Revenue	609	0	609	\$6,386.60
Counter Revenue	1209	0	1208	\$10,840.08
Total	1818	0	1817	\$17,226.68

## GROUPS



04/19/21

Heartland | Restaurant

Type	Qty	Net	Gross
Groups	1077	\$5,038.52	\$5,240.50
Menu	2888	\$12,157.89	\$13,014.25
Total	3965	\$17,196.41	\$18,254.75

## SECTIONS

Type	Qty	Net	Gross
Beer	2159	\$11,620.45	\$12,296.75
Candy & Snacks	460	\$817.10	\$869.00
Drinks	811	\$2,324.62	\$2,411.50
Food	444	\$1,941.42	\$2,177.00
Liquor	90	\$490.82	\$496.50
Sides	1	\$2.00	\$4.00
Total	3965	\$17,196.41	\$18,254.75

A handwritten signature in black ink, appearing to be 'A. J. S.', with a long horizontal stroke extending to the right.

04/17/21

Heartland | Restaurant

**Daily Summary**

Columbia Golf Course Food &amp; Beverage - All Locations

Wed, 01-01-2020 - Thu, 12-31-2020

## SALES

Items	\$396,132.29
Non Revenue Items	\$0.00
Positive Adjustments	\$553.23
Gross Sales	\$396,685.32
Auto Pricing Discounts	\$0.00
Discounts	-\$1,798.75
Adjustments	-\$18,111.42
Loyalty Rewards	\$0.00
Net Sales	\$376,775.11
Taxes	\$37,123.42
Taxes (Inclusive)	\$3.46
Room Surcharges	\$0.00
Service Charges	\$0.00
Tips	\$37,593.04
Gross Receipts	\$451,495.35

## TRANSACTIONS

Type	Amount	Tip	Total
Cash	\$161,262.64	\$0.00	\$161,262.64
Debit/Credit Card	\$252,639.67	\$37,593.04	\$290,232.71
Total	\$413,902.31	\$37,593.04	\$451,495.35

04/17/21

Heartland | Restaurant

Type	Amount	Tip	Total
- Previous: Credit Card	\$12.71	\$1.73	\$14.44
+ Previous Voids: Credit Card	\$1.08	\$0.00	\$1.08
+ Future: Credit Card	\$12.71	\$1.73	\$14.44
- Future: Credit Card	\$1.08	\$0.00	\$1.08

## REPORT CATEGORIES

Type	Qty	Net	Gross
Beer	30117	\$167,202.92	\$174,419.00
Food	54202	\$209,019.16	\$221,713.29
Total	84319	\$376,222.08	\$396,132.29

## LOCATIONS

Name	Tickets	Net	Gross
Columbia Golf Course Food & Beverage	16477	\$192,883.81	\$203,594.50
Gross National Golf Course	20062	\$183,891.30	\$193,090.82
Total	36539	\$376,775.11	\$396,685.32

## DAYPARTS

Name	Qty	Seats	Guests	Net
Unknown	36539	0	36522	\$376,775.11
Total	36539	0	36522	\$376,775.11

## REVENUE CENTERS

Name	Qty	Seats	Guests	Net
Cart Revenue	13807	0	13800	\$144,354.19

04/17/21

Heartland | Restaurant

Name	Qty	Seats	Guests	Net
Counter Revenue	22694	0	22684	\$232,070.59
Unknown	38	0	38	\$350.33
Total	36539	0	36522	\$376,775.11

## GROUPS

Type	Qty	Net	Gross
Groups	16046	\$73,191.72	\$75,190.00
Menu	68273	\$303,030.36	\$320,942.29
Total	84319	\$376,222.08	\$396,132.29

## SECTIONS

Type	Qty	Net	Gross
Beer	45049	\$240,973.25	\$253,868.50
Candy & Snacks	7377	\$13,540.08	\$14,064.00
Drinks	19929	\$58,755.00	\$60,068.64
Food	8741	\$43,330.55	\$48,254.50
Liquor	3057	\$19,106.80	\$19,214.75
Sides	166	\$516.40	\$661.90
Total	84319	\$376,222.08	\$396,132.29



## Daily Summary Mon, 04-01-2019 - Fri, 11-01-2019

### SALES

Items	\$150,306.23
Non Revenue Items	\$0.00
Positive Adjustments	-\$3.00
Gross Sales	\$150,303.23
Auto Pricing Discounts	\$0.00
Discounts	-\$2,056.33
Adjustments	-\$7,502.22
Loyalty Rewards	\$0.00
Net Sales	\$140,744.66
Taxes	\$9.28
Taxes (Inclusive)	\$12,312.78
Room Surcharges	\$0.00
Service Charges	\$0.00
Tips	\$7,776.15
Gross Receipts	\$160,842.98

### TRANSACTIONS

Type	Amount	Tip	Total
Cash	\$88,399.62	\$0.00	\$88,399.62
Credit Card	\$64,556.96	\$7,776.15	\$72,333.11
PENDING: Credit Card	\$110.25	\$0.00	\$110.25

Type	Amount	Tip	Total
Total	\$153,066.83	\$7,776.15	\$160,842.98

#### CASH

Cash Transactions	\$89,130.72
Cash Voids	-\$731.10
Tips & Payouts	-\$7,776.15
Pay In	\$0.00
Pay Out	\$0.00
Server Balances	\$0.00
Expected Cash	\$80,623.47

#### CLOSED TICKETS

Description	Qty	Net	Avg
Tickets	18480	\$140,744.66	\$8.28
Guests	18472	\$140,806.22	\$8.29
Seats	0	\$0.00	\$0.00

#### TAX CATEGORIES

Taxable Items	\$121.41
Tax Included Items	\$138,372.81
Taxable Positive Adjustments	\$0.00
Total Taxable Sales	\$138,494.22
Tax Exempt Items	\$7,849.28
Tax Exempt Tickets	# Tickets: 0

#### DAYPARTS

Name	Qty	Seats	Guests	Net
Unknown	18480	0	18472	\$140,744.66
Total	18480	0	18472	\$140,744.66

#### REVENUE CENTERS

Name	Qty	Seats	Guests	Net
Cart Revenue	4178	0	4177	\$33,751.86
Counter Revenue	14302	0	14295	\$106,992.80
Total	18480	0	18472	\$140,744.66

#### GROUPS

Type	Qty	Net	Gross
Menu	37347	\$140,747.66	\$150,306.23
Total	37347	\$140,747.66	\$150,306.23

#### SECTIONS

Type	Qty	Net	Gross
Beer	16748	\$78,268.01	\$83,647.46
Candy & Snacks	4263	\$7,399.91	\$7,738.80
Drinks	10697	\$30,841.86	\$31,605.91
Food	5346	\$23,336.85	\$26,163.97
Misc	29	\$33.46	\$35.98
Sides	264	\$867.57	\$1,114.11
Total	37347	\$140,747.66	\$150,306.23

#### REPORT CATEGORIES

Type	Qty	Net	Gross
Beer	12929	\$61,434.13	\$65,425.71
Food	24418	\$79,313.53	\$84,880.52
Total	37347	\$140,747.66	\$150,306.23

A handwritten signature in black ink, appearing to be 'A. J. S.', with a long horizontal stroke extending to the right.



04/17/21

Heartland | Restaurant

**Daily Summary**

Columbia Golf Course Food &amp; Beverage - All Locations

Tue, 01-01-2019 - Tue, 12-31-2019

## SALES

Items	\$159,839.00
Non Revenue Items	\$0.00
Positive Adjustments	\$0.00
Gross Sales	\$159,839.00
Auto Pricing Discounts	-\$238.00
Discounts	-\$469.75
Adjustments	-\$11,510.82
Loyalty Rewards	\$0.00
Net Sales	\$147,620.43
Taxes	\$194.49
Taxes (Inclusive)	\$20,203.82
Room Surcharges	\$0.00
Service Charges	\$0.00
Tips	\$8,832.20
Gross Receipts	\$176,786.87

## TRANSACTIONS

Type	Amount	Tip	Total
Cash	\$81,768.79	\$0.00	\$81,768.79
Debit/Credit Card	\$85,681.02	\$8,832.20	\$94,513.22
Debit/Credit Card	\$504.86	\$0.00	\$504.86

04/17/21

Heartland | Restaurant

Type	Amount	Tip	Total
Total	\$167,954.67	\$8,832.20	\$176,786.87
- Previous: Debit/Credit Card	\$262.75	\$0.00	\$262.75
- Previous: Credit Card	\$142.75	\$26.10	\$168.85
+ Future: Debit/Credit Card	\$262.75	\$0.00	\$262.75
+ Future: Credit Card	\$142.75	\$26.10	\$168.85

## REPORT CATEGORIES

Type	Qty	Net	Gross
Beer	16775	\$78,931.95	\$83,315.80
Food	21471	\$68,590.96	\$76,425.68
Unknown	25	\$97.52	\$97.52
Total	38271	\$147,620.43	\$159,839.00

## LOCATIONS

Name	Tickets	Net	Gross
Columbia Golf Course Food & Beverage	16343	\$147,620.43	\$159,839.00
Total	16343	\$147,620.43	\$159,839.00

## DAYPARTS

Name	Qty	Seats	Guests	Net
Unknown	16343	0	16304	\$147,620.43
Total	16343	0	16304	\$147,620.43

## REVENUE CENTERS

Name	Qty	Seats	Guests	Net
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04/17/21

Heartland | Restaurant

Name	Qty	Seats	Guests	Net
Cart Revenue	1883	0	1879	\$18,254.03
Counter Revenue	14460	0	14425	\$129,366.40
Total	16343	0	16304	\$147,620.43

## GROUPS

Type	Qty	Net	Gross
Groups	514	\$3,493.02	\$3,508.28
Menu	37757	\$144,127.41	\$156,330.72
Total	38271	\$147,620.43	\$159,839.00

## SECTIONS

Type	Qty	Net	Gross
Beer	17748	\$80,065.13	\$85,970.52
Candy & Snacks	3439	\$5,294.79	\$5,781.54
Drinks	7844	\$20,783.45	\$21,876.89
Food	5993	\$23,773.64	\$28,256.82
Liquor	2705	\$14,246.48	\$14,288.72
Lunches	228	\$2,216.13	\$2,216.13
Sides	314	\$1,240.81	\$1,448.38
Total	38271	\$147,620.43	\$159,839.00



**EXHIBIT "D"**  
**TO THE CONCESSIONAIRE LEASE AGREEMENT**  
**GUARANTY AGREEMENT**

**THIS IS A GUARANTY AGREEMENT** made and executed on \_\_\_\_\_ by the undersigned (hereinafter called the "Guarantor").

**WITNESSETH**

**WHEREAS**, GC Ventures, LLC (herein called "Concessionaire") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (herein called the "County") have entered into a certain Concessionaire Lease Agreement, dated \_\_\_\_\_ (R \_\_\_\_\_ - \_\_\_\_\_) (herein called 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  
the presence of:

WITNESSES:

  
\_\_\_\_\_  
Witness Signature

Vancele Aora  
Print Witness Name

**GUARANTOR:**

  
\_\_\_\_\_  
Signature

Andy Studebaker  
Print Name

**SPOUSE OF GUARANTOR:**  
(if any)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
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 Anderson Studebaker, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the partner (position - i.e. president, partner, trustee) of GC Ventures FL, LLC., a Florida Limited Liability Company (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Premises").

2. Affiant's address is: 1128 Royal Palm Beach Blvd #207, Royal Palm Beach, FL 33411.

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.

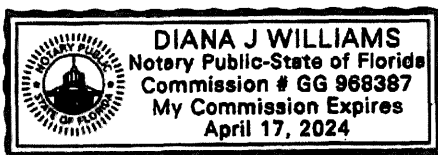
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

[Signature] Affiant  
Print Affiant Name: Anderson Studebaker

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24 day of May, 2021, by Anderson Studebaker ☐ who is personally known to me or ☒ who has produced TX DL as identification and who did take an oath.



[Signature]  
Notary Public

Diana Williams  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 4/17/2024

**EXHIBIT "A"**

**TO CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS**

**PREMISES**

To be provided to the selected concessionaire after non-disclosure agreement signed.

## 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
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Anderson Studebaker 3323 Brinley Pl Royal Palm Beach, FL 50%  
Weldon Wong 13323 91st Pl N. Maple Grove, MN 50%



**EXHIBIT "F"**  
**TO CONCESSIONAIRE LEASE AGREEMENT**

**Routine Cleaning Services**

CONCESSIONAIRE shall provide routine cleaning and pest control services in accordance with the following minimum specifications. At a minimum, work frequencies shall comply with the specifications, however, they shall in no way limit the CONCESSIONAIRE's responsibility to maintain a clean, sanitary and visually pleasing facility. Areas of service include the cafe and cafe restrooms, café patio and within 75 feet of café/patio areas.

- A. **Fixtures** - On a daily basis, the CONCESSIONAIRE shall use spray bottles or pump-up sprayers, to apply germicidal detergent solution to all surfaces of wash basins, toilets, urinals, showers and adjacent surfaces. The CONCESSIONAIRE shall use clean cloths or sponges (except inside toilet bowls and urinals where the CONCESSIONAIRE shall use bowl mops) to remove soil from all surfaces of these fixtures and adjacent surfaces. The CONCESSIONAIRE shall use creme cleansers and scrub pads to remove soil not removed by the sponges or cloths and germicidal detergent solution. The CONCESSIONAIRE shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths and sponges used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths and sponges used on other surfaces and fixtures. The CONCESSIONAIRE shall use a plumbing plunger to unstop clogged toilets.
- B. **Floor Drains** - The CONCESSIONAIRE shall use a floor drain brush to clean floor drains. The CONCESSIONAIRE shall use a creme cleanser and scrub pads to remove corrosion and tarnish. The CONCESSIONAIRE shall pour a solution of germicidal detergent down the floor drain to fill the drain trap and prevent the escape of sewer gas on an as needed basis.
- C. **Non-Carpeted Floors** - The CONCESSIONAIRE shall use detergent solutions and mops to remove soil from non-carpeted floors and baseboards which cannot be removed by sweeping, dust mopping or vacuuming on a daily basis. In restrooms, and locker rooms, the CONCESSIONAIRE shall use a germicidal detergent solution instead of a detergent solution.
- D. **Descal Toilets and Urinals** - The CONCESSIONAIRE shall use acid-type bowl cleaners and nylon bowl mops or scrub brush to remove scale, scum, mineral deposits, rust stain, etc. from the insides of toilet bowls and urinals on a daily basis.
- E. **All Surfaces** - The CONCESSIONAIRE shall use sponges, damp cloths, squeegees, and a germicidal detergent solution from spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc on an as needed basis.
- F. **Furniture Surfaces** - The CONCESSIONAIRE shall use dusting tools, treated dust cloths, or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, telephones, lamps, tables, counters, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures on an as needed basis.
- G. **Building Surfaces** - On an as needed basis, the CONCESSIONAIRE shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, cobwebs, etc. from the surfaces of ledges, heater convectors, window sills, fire extinguishers, walls, door frames and sills, ceiling mounted fans,

fixtures, partitions, rails, vertical and horizontal blinds, and other types of fixtures below 10 feet from the floor surface. The CONCESSIONAIRE shall dust up to a height of 20 feet from the floor surface at the interior and exterior of entry areas. The CONCESSIONAIRE shall use only untreated lamb's wool dusting tools on artwork.

- H. **Non-Carpeted Floors** - On a daily basis, the CONCESSIONAIRE shall use brooms, and vacuums to remove soil and litter from non-carpeted floors. The CONCESSIONAIRE shall use putty knives to remove gum, tar, and other sticky substances from the floor. The CONCESSIONAIRE shall use a dustpan to remove accumulated soil and litter. The CONCESSIONAIRE shall vacuum door tracks and other areas such as corners and hard-to-reach areas. The CONCESSIONAIRE shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. The CONCESSIONAIRE shall clean exterior entrance mats by hosing with water and/or vacuuming.

On an as needed basis, the CONCESSIONAIRE shall use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders, abrasive pads and putty knives to remove soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. The CONCESSIONAIRE shall use scrub brushes to remove spots and stains not removed by mopping. After the floor has been wet cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In restrooms, the CONCESSIONAIRE shall use germicidal detergent solution instead of detergent solution.

- I. **Trash Receptacles** - The CONCESSIONAIRE shall empty all waste baskets, cigarette ash receptacles, and other trash containers daily. The CONCESSIONAIRE shall dispose of all collected trash to containers, compactors or area(s) on the site or within the building as designated by the Contract Administrator. The CONCESSIONAIRE shall replace all soiled or torn trash receptacle liners with a new trash receptacle liner. The CONCESSIONAIRE shall replace the liner in such a manner as to present a neat uniform appearance. The CONCESSIONAIRE shall use damp cloths, sponges, and a detergent solution or cream cleanser and scrub pads to remove nonpermanent stains and soil from the interior and exterior of trash receptacles.
- J. **Overhead Dusting** - On an as needed basis, the CONCESSIONAIRE shall remove all dust, cobwebs, litter, etc. from all fixtures and surfaces from the floor, up to and including the ceiling, that are visible from the floor surface below or adjacent floor levels, balconies, stairs, canopies, etc. This includes exposed surfaces of lights, grilles, light fixtures, pipes, sprinkler system, cables, ledges, walls, ceiling, diffusers, vents, etc. The CONCESSIONAIRE shall accomplish high dusting by using treated dust cloths, treated dusting tools, damp sponges, and tank vacuums with crevice tool, brush attachments and wall attachments. Required special procedures will include, but are not limited to, the use of feather duster type devices with extension rods.
- K. **Litter (Interior and Exterior)** - On a daily basis and as needed throughout the day, the CONCESSIONAIRE shall remove unsightly soil and litter from the cafe building, cafe restrooms, patio area and all litter within 75 feet of the café/patio area. If the litter cannot be removed by hand, the CONCESSIONAIRE shall use a vacuum, broom or dust and damp mop.
- L. **Polish Stainless Steel, Chrome, and Brass** - As necessary, the CONCESSIONAIRE shall polish stainless steel, chrome, and brass surfaces with appropriate polishes and a soft cloth.
- M. **Refill Dispensers** - On an as needed basis, the CONCESSIONAIRE shall check and refill each toilet paper dispenser with two ply paper, hand soap dispenser, paper towel

dispenser, etc. in accordance with the directions of the supplier and dispenser manufacturer. The CONCESSIONAIRE shall wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

- N. **Spot Clean Building Surfaces** - On an as needed basis, the CONCESSIONAIRE shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, window sills and blinds, fire extinguisher, vents/diffusers, walls, doors, door frames and sills, pictures, partitions, rails, air handlers and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators etc. below 20 feet from the floor surface. The CONCESSIONAIRE shall perform spot cleaning up to a height of 20 feet from the floor surfaces at the interior and exterior of exterior entry areas.
- O. **Spot Clean Furniture** - On an as needed basis, the CONCESSIONAIRE shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, counters, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Typewriters, calculators, computers, staplers, and other similar desk items are not to be disturbed.
- P. **Spot Mop/Spot Clean** - On a daily basis, the CONCESSIONAIRE shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In rest rooms, the CONCESSIONAIRE shall use a germicidal detergent solution instead of detergent solution.

**EXHIBIT "D"**  
**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.

1. Name of Respondent /Firm (exactly as it is to appear on the Concessionaire Lease Agreement):

GC Ventures FL, LLC.

2. Principal Office/Mailing Address:

1128 Royal Palm Beach Blvd #209 207 AB  
Royal Palm Beach, FL 33411

3. Telephone Number: 713-385-6363

4. Contact Person/Title: Andy Studebaker or Wylie Wong

5. Form of Business Entity:    Corporation            ☐            Joint Venture ☐  
                                         General Partnership ☐            L.L.C.            ☒  
                                         Limited Partnership ☐            Individual        ☐  
                                         Public Corporation ☐

If other than individual, specify date of organization: \_\_\_\_\_

6. Name, Address and Percentage Ownership of all individual participants in Respondent's Business Entity. Specify which individuals will be actively involved in the management or operation of the concession and which individuals will be non-active participants. {Individuals are not required to complete this section.}

<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>
<u>Andy Studebaker</u>	<u>3323 Brinely Place Royal Palm Beach, FL 33411</u>	<u>50%</u>
<u>Wylie Wong</u>	<u>13343 91st Place N. Maple Grove MN 55369</u>	<u>50%</u>

7. Has Respondent, or any of its owner participants ever filed a petition for bankruptcy or been declared bankrupt?

Yes ( )

No (X)

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

8. Attach the Respondent's operational plan/business plan, the requirements for which are set forth in detail in Section II.B.4. of the RFP.

9. Does Respondent intend to provide vending machine ☒ Y ☐ N
10. 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 of the RFP.
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 initial term Annual Rent and for the first one (1) year extension term 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 local business, the Respondent must also submit a "Certification of Business Location" (Exhibit "F" to the RFP) along with the copy of the Respondent's business tax receipt.
14. 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 "G" to the RFP) must be submitted with the proposal.
15. Attach two (2) **executed** originals of the Concessionaire Lease Agreement, together with all completed exhibits, if applicable.
16. 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.
17. Submit all addendums, if any, issued for this RFP, each properly acknowledged by an authorized person.
18. Objections, if any.
19. 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.

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

Proposal submitted by:

GC Ventures FL, LLC  
Entity Name (if applicable)

Andy Studebaker - Partner  
Print Name/Title (if applicable)

Address: 1128 Royal Palm Beach Blvd #209 207<sup>th</sup>  
Royal Palm Beach, FL 33411

Telephone No.: 713-385-6363 Fax No: \_\_\_\_\_ E-Mail: astudebaker1@gmail.com

  
Signature  
2/12/2021  
Date

**EXHIBIT "F"**  
**TO THE RFP**

**CERTIFICATION OF BUSINESS LOCATION**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) respondents having a permanent place of business in Palm Beach County ("County") or (2) respondents having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, respondents must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the respondent to provide the goods/services being solicited by the County, and will be used to verify that the respondent had a permanent place of business prior to the issuance of the solicitation. The respondent must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the respondent to not receive a local preference.

In instances where the respondent is exempt by law from the requirement of obtaining a Business Tax Receipt, the respondent must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the respondent had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said respondents for additional information related to this requirement after the bid/quote due date.

**I. Respondent is a:**

  X   Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

           Headquarters located in Palm Beach County  
  X   Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

       Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

           Headquarters located in the Glades  
           Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

**II.** The attached copy of respondent's Palm Beach County Business Tax Receipt verifies respondent's permanent place of business in Palm Beach County.

**THIS CERTIFICATION** is submitted by Andy Studebaker, as  
(Name of Individual)

Partner, of GC Ventures, LLC  
(Title/Position) (Firm Name of Respondent)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Respondent on this Certification is considered an unethical business practice and is grounds for sanctions against future County business with the Respondent.

  
(Signature)

2/12/2021  
(Date)

**EXHIBIT "G"**  
**TO THE RFP**

**DRUG-FREE WORKPLACE**  
**DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the M/WBE sections of the Palm Beach County Code, sections 2-71 through 2-80.13. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

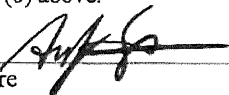
Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in services on behalf of the Respondent that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the services provided under the contract/agreement contained in the RFP that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by: Andy Studebaker the  
(Individual's Name)  
Partner of GC Ventures FL, LLC  
(Title/Position with Bidder/Respondent) (Name of Bidder/Respondent)

who does certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature



2/12/2021

Date