

REQUEST FOR PROPOSAL

SRFP #20100035-JS for a Restaurateur at the City's Municipal Golf Course (The Saints) will be received in the Office of Management & Budget, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than 2:00:00 p.m. on June 15, 2010. Specifications are attached.

The City will hold a one time only Pre-Proposal Conference for all Proposers at City Hall, Bldg A, Office of Management and Budget, 121 SW Port St Lucie Blvd, Suite 390, Port St Lucie, FL 34984, starting at 2:00 p.m. on May 18, 2010. At this time the requirements, specifications and other documents will be explained, and questions regarding the proposal will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification. A tour of the facility at The Saints, 2601 SE Morningside Boulevard, Port St. Lucie, Florida will follow immediately after the meeting.

All proposals must be received by the date and time specified above. The proposal time must be, and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be accepted or considered. Such proposals will be returned to the Vendor unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified Proposers, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

Jeannie Stewart, CPPB
Contract Specialist
Office of Management and Budget

CAUTION

Submitters should take caution if United States mail or mail delivery services are used for the submission of proposals. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

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OVERVIEW

The City of Port St. Lucie ("the City"), the owner of The Saints of Port St. Lucie Golf Course (The Saints), is hereby soliciting a principal firm, partnership or corporation to furnish the necessary experience and financial resources to fulfill the obligations of a food and beverage service to patrons at The Saints Municipal Golf Course, and banquet services for special events. The Lease Agreement period is for five (5) years, with possible, five (5) year renewals on a continuing basis.

INTENT

It is the intent of the City to enter into an agreement with a qualified Restaurateur to provide a "Golf Friendly" place to eat. The City is looking to accommodate the Golfers and enhance their golf experience. This agreement gives exclusive food and beverage service rights as specified herein; operate the main kitchen, grill room and bar, snack bar, patio service, sell alcoholic beverages, supply snacks and drinks for the mobile concession cart, plus possibly, cater food and beverage for meeting functions, conferences and special events.

NOTE: The City of Port St. Lucie and the Restaurateur shall co-hold, and maintain, the liquor license, with Restaurateur responsible for all associated fees.

The City's food and beverage facilities and equipment shall be used solely for the conduct of the described Lease Agreement. The City will designate which space or areas the Restaurateur may use in the performance of the responsibilities as set forth herein to conform to the priorities established by the golf course. These specifications will become part of the Lease Agreement and be binding upon the parties thereto.

SITE INFORMATION

The City of Port St. Lucie is a young and growing residential community located in southeast Florida, on the Treasure Coast between the cities of West Palm Beach and Orlando. Incorporated in 1961, it is the largest city in the county and region. The City is approximately 115 square miles with a current population of around 160,000 residents. The growth is due to several reasons related to the quality of life including access to two interstates and regional attractions, beautiful beaches nearby and a warm Florida climate. There are various economic and recreational opportunities in the area. The average age is 39, which is a reflection of the family orientation of the City, hence, the motto of "A City For All Ages".

The City purchased The Saints Golf Course, located at 2601 SE Morningside Boulevard, Port St. Lucie, Florida in August 2001, installed a new irrigation system, resurfaced the cart paths and made major drainage renovations. The Saints opened for play December 2001. The Saints is a challenging 18-hole championship golf course played at 6,500 yards from the back tees, a total of 185 acres including roughs and surroundings. During the summer of 2003, the greens, all 18 plus the practice green, were completely renovated. The course is open to the public between the hours of 6:30 am to dusk from November 1st through April 30th, and between the hours of 6:30 am and dusk from May 1st through October 31st, evening banquet hours will end at 12:00 midnight. The course is closed only on Christmas Day. During the season, there are approximately 200 rounds played per day; during the off-season, there are approximately 100 rounds per day. Fiscal Year 2008-2009 – 58,988 total rounds.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INQUIRIES

All questions related to the Request for Proposal must be directed to Jeannie Stewart in the Office of Management and Budget Department. You can reach Mrs. Stewart at (772) 871-5222, by Fax at (772) 871-7337 or via e-mail at geraldines@cityofpsl.com. Questions shall be submitted in writing, at least ten (10) days prior to the proposal opening. The City will respond to inquiries and any supplemental instructions in the form of a written addendum distributed by DemandStar to all Proposers who received the SRFP through DemandStar. The City will issue Addenda at least five (5) working days prior to the date the SRFP is due. The City will adhere to this time frame even if the opening date must be postponed in order to observe the time requirements. The City will answer questions submitted prior to the pre-proposal conference at the conference.

To ensure fair consideration for all Proposers, it must be clearly understood that Mrs. Stewart is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

RESPONSES

Proposers are requested to submit the following information:

VERY IMPORTANT: All respondents shall submit their proposals in this same order.

1. Letter of transmittal briefly stating the Proposer's understanding of the services to be done and how they propose to meet the specifications. An official authorized to negotiate for the Proposer must sign the letter of transmittal.
2. Give the name(s) of the person(s) who will be authorized to make decisions and speak as a representative of the Proposer, their titles, addresses and telephone and facsimile numbers.

Duly authorized officers of the Proposer(s) shall properly execute proposals. If the Proposer(s) is/are a Corporation or Joint Venture, the proposal must be signed in its home office(s) and on its behalf and under seal by two (2) duly authorized signing officers of the Corporation(s). The offices held by the sign officers must be shown, and a registered Notary Public shall duly notarize all forms.

3. Financial resources and capabilities, which in the opinion of the City are adequate to insure full and proper performance of the Lease Agreement. A Proposer must submit a current financial statement that is not to be older than one (1) year after the close of the accounting period. Said statement is to be certified by a certified public accountant.

4. Services not specifically requested in the SRF, but necessary to provide the functional capabilities anticipated by the Proposer, shall be included in the proposal.
5. Proposer shall submit a one (1) page sample menu of food items to be offered for:
 - a. Catering b. Restaurant c. Concession cart d. Snack bar and grill
6. Proposer shall disclose if they already possess a liquor license for wine, beer, and spirits.
7. Proposers are required to submit proof of the types and dollar amount they are presently insured.
8. Proposers are required to submit one (1) unbound original, and six (6) bound copies of their proposal. All copies will be on sheets of 8 1/2" x 11" plain white paper, typed, with tabs separating the sections, and signed by the Proposers' contractually binding authority. **DO NOT SUBMIT RINGED BINDERS OR SPIRAL NOTEBOOKS OF ANY KIND.**
9. Proposer's Questionnaire and all attachments with the corresponding requirement number listed on the attachment.

Responses must be received by the City, Office of Management & Budget, no later than 2:00:00 pm on June 15, 2010. Mailing envelope shall be addressed to:

City of Port St. Lucie
 Office of Management & Budget
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, FL 34984

Mailing envelope must be sealed and marked on the front with:

- Proposers Name & Address
- Proposal Number #20100035-JS
- Proposal Title-Restaurateur at The Saints
- Proposal Opening: June 15, 2010 @ 2:00:00 p.m.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the SRF process.

Review and Selection Process:

<u>April 29, 2010</u>	
<u>May 18, 2010 @ 2:00 p.m.</u>	Post on DemandStar
<u>June 15, 2010 @ 2:00:00 p.m.</u>	Pre-Bid/Site Visit
<u>To Be Determined</u>	Proposals due
<u>To Be Determined</u>	Evaluation Committee*
<u>To Be Determined</u>	Presentations from Proposers
	City Council Lease Agreement Approval

*At a later time, an announcement will be posted listing the date and time for the Committee to meet in the Conference Room in the Office of Management and Budget (OMB) Department.

The City reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, or any other source, in the evaluation process.

Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories and that the City is under no obligation to solicit such information if it is not included with the Proposer's proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's proposal.

EVALUATION AND AWARD

Responses will be scored in the following manner:

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
a) Qualifications of Firm	30 points
b) Experience/Restaurant.....	25 points
c) Staff Qualifications	20 points
d) Option "A" Election	15 points
e) Value Added Items including–Square Footage Consideration.....	10 points
Total Maximum Points	100

SELECTION PROCESS

An Evaluation Committee will review all proposals received and may request oral presentations from the Proposers when establishing the priority list. If three or fewer proposals are received, all Proposers may be included in the selection process as described below.

Once chosen, the successful Proposer shall then be required to negotiate the final terms and conditions of a Lease Agreement and provide all documentation required.

In the event the successful Proposer does not execute the Lease Agreement as herein required, the award of the Lease Agreement may then be made to another Proposer or the City may decide to call for new proposals.

All Lease Agreements negotiated by the Committee shall be subject to final approval by the City Council unless the Council members waive such approval.

Immediately after the notice of award, the successful Proposer and his Food Service Manager(s) shall begin planning in conjunction with the City's staff to insure fulfillment of all obligations.

1. GENERAL REQUIREMENTS

1.1 Request for Proposal - All requirements contained in the SRFP are hereby incorporated in this specification.

1.2 Cost of Preparation of Proposal - The City will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal

1.3 Examination of Drawings and Lease Agreement Documents - Proposers shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing site, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Proposer(s).

1.4 Qualifications - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Lease Agreement to the satisfaction of the City. References from three (3) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the proposal. References are subject to verification by the City and will be utilized as part of the evaluation process. Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Proposer's organization must be furnished with proposal. **Do not use the City of Port St Lucie as a reference.**

1.5 Award of Lease Agreement - The award of the Lease Agreement, if it is awarded, will be to the most responsive, responsible Proposer(s) whose qualifications indicate the award will be in the best interest of the City and whose proposal shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposer and the City is satisfied that the Proposer is qualified to do the work.

1.5.1 Default - If the selected Proposer to whom a Lease Agreement is awarded does not execute the Lease Agreement and furnish the required insurance and other required documentation within **ten (10) days** of the date of Notice of Award, the Proposer may be considered in default and the City shall have the right to award the Lease Agreement to an alternative Proposer.

1.6 Variances to Specifications - Proposers must indicate any variances to the Specifications. Additionally, if proposals are based on alternate products, Proposer must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Proposer's reply, it shall be construed that the proposal fully conforms to the specifications.

1.7 OSHA Compliance - Proposers must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.8 Timeliness of Submittal - All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. It is the sole responsibility of the Proposer to ensure that his/her proposal reach the Office of Management and Budget located on the 3rd Floor, Suite 390, Building "A", on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, telegram or facsimile shall not be accepted.

1.8.1 Right to Reject - The City Council reserves the right to waive irregularities, reject and/or accept any and all proposals, in whole or in part, or take other such action as serves the best interests of the City.

1.8.2 Proposal Opening Extension - The City reserves the right to extend the proposal opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.8.3 Checklist - Proposers are requested to return the attached Checklist that is contained in the proposal package with the Proposal Reply Sheet.

1.9 Shipping Terms – Not applicable to this SRFP.

1.10 Execution of Lease Agreement - Selected Proposer will be required to execute a Standard City Lease Agreement within ten (10) days after notification by the City that Lease Agreement is available and thereafter comply with the terms and conditions contained therein. No Lease Agreement shall be considered binding upon the City until it has been properly executed.

NOTE: The selected Proposer will be required to accept the terms and conditions of the City's Lease Agreement. If Proposer cannot accept these terms and conditions do not submit a proposal.

1.11 Failure to Execute Lease Agreement - Failure on the part of the selected Proposer to execute the Lease Agreement as required will be just cause for the annulment of the award.

1.12 Time of Award - The City reserves the right to hold proposals for a period not to exceed 90 days after the date of the proposal opening stated in the Request for Proposal before awarding the Lease Agreement. Lease Agreement award constitutes the date that City Council votes to approve the SRFP award.

1.13 Public Entity Statement - A person or affiliate who has been placed on the convicted Vendor list following a conviction for public entity crime may not submit a proposal on a Lease Agreement to provide any goods or services to a public entity, may not submit a proposal on a Lease Agreement

with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Lease Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

1.13.1 Discrimination - An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a proposal on a Lease Agreement to provide goods or services to a public entity, may not submit a proposal on a Lease Agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.14 City's Public Relations Image - Selected Proposer and/or selected Proposer's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Proposer involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

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

1.16 Tie Proposal Statement - In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Please submit the form that is enclosed with your proposal response if your company has a drug-free workplace program.

1.17 Cooperative Purchasing Agreement - This proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity will be responsible for execution of its own requirements with the selected Proposer.

1.18 Permits and Licenses - The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

1.18.1 A current State of Florida Liquor License is mandatory for the sale of alcoholic beverages. The Saints Liquor License shall be co-held by the City and the selected Proposer. The selected Proposer is responsible for working through the process and paying all related fee for an 11C Liquor License before the effective date of the Lease Agreement. The selected Proposer shall maintain this license in "good standing" by the State of Florida throughout the Lease Agreement period(s). Currently, for an 11C Liquor License, the fee is \$400.00. See Section 4.7 for Dram Insurance requirements.

1.18.2 The selected Proposer will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

1.19 Familiarity with Laws - The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him from responsibility.

2. SPECIAL REQUIREMENTS

2.1 Responsibilities – Successful Proposer will be responsible only for the daily operations of the food and beverage services and the cleaning of all restrooms in the building. Successful Proposer will have no responsibilities of any kind to or for the Pro Shop. The Saints will provide all paper products, hand soap, and air fresheners for the restrooms by the Pro Shop.

2.2 Uniforms – All employees of successful Proposer shall be neatly attired in uniforms that clearly and properly identify successful Proposer. The design of such uniforms shall be subject to the prior approval of the Saints Golf Course Administrator. All employees are required to wear a name identification tag at all times while on duty.

2.3 Serving of Alcoholic Beverages – Successful Proposer shall at all time exercise total independent, prudent, reasonable experienced judgment in the service of alcoholic beverages. Successful Proposer shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.

2.4 Samples - Proposers may be required to supply samples of menu items free of expense at time of presentations. Proposers shall clearly identify samples with Proposers name and SRF number.

2.5 Employment Opportunities - The successful Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age disability, marital status, or national origin. The successful Proposer will take affirmative action to ensure that all employees are treated fairly during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The selected Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. The selected Proposer will, in all solicitations or advertisements for employees placed by or

on behalf of the selected Proposer; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Proposal Conference - A pre-proposal conference for all Proposers will be held at City Hall, Bldg A, Office of Management and Budget, 121 SW Port St Lucie Blvd, Suite 390, Port St Lucie, FL 34984, starting at 2:00 p.m. on May 18 , 2010. At this time, the specifications and other bidding documents will be explained, and questions regarding the services will be discussed. Attendance is strongly encouraged as this will be the only forum to ask questions and seek clarification. A tour of the facility at The Saints, 2601 SE Morningside Boulevard, Port St. Lucie, Florida will follow immediately after the meeting.

3.2 Restaurateur's Questionnaire – Proposers are required to complete the Restaurateur's Questionnaire and submit it with their proposal package.

3.3 Location – The Saints Golf Course is located in Port St. Lucie, Florida at 2601 SE Morningside Boulevard, off Port St. Lucie Boulevard.

3.4 Hours of Service – All operations shall be open to the public seven (7) days per week, fifty-two (52) weeks per year, **EXCEPT** Christmas Day and any other day as deemed necessary by the Contract Supervisor, or his designee. The daily hours of operation shall be 7:00 A.M, ready to serve, and close no earlier than dusk, or as advised of activities scheduled. Hours of operation outside of golf course operations are at the discretion of the Restaurateur. During required hours of service, selected Proposer shall offer- at a minimum, a light breakfast, Monday – Friday (minimum of a hot, freshly prepared breakfast sandwich, coffee and juice), full breakfast, Saturday – Sunday and holidays, full lunch menu, every day until close.

3.5 Specific Duties to be Performed – The selected Proposer shall be responsible for all cleaning of the mobile cart, snack bar and grill facility, bar, and equipment to include, but not limited to, the following:

- Dining/banquet area(s)
- Kitchen
- Pantry
- Outside seating area (patio) and the connecting outside service window area
- Steam cleaning of kitchen range hood every three (3) months (or more often, if needed)
- Mopping and sanitizing all tile floors daily
- Disposing and removing of garbage, trash, and grease daily and deposit in proper receptacle. Clean grease trap daily.
- Shampooing of all carpets two (2) times per year, or more often if needed.
- Adjacent outside kitchen area to be trash free.
- Clean all restrooms on an as-needed daily basis and supply all cleaning commodities.

3.6 Rental Payments – On the 1st day of each month, selected Proposer shall pay as rent to the City a total amount based on the square foot used by the Restaurateur. The selected Proposer shall also

include in each payment an amount equal to the prevailing State of Florida Sales and Use Tax imposed on the rental use of City owned property (i.e. ____ sq ft X ____ rate = ____ plus sales tax). In addition to the rent, there is an annual fee for the liquor license. For the 11C, the current fee is \$400; for the 11CX, which includes the cart, there is an additional \$100 per cart. These are subject to change and can be confirmed by contracting the Division of Alcohol & Tobacco at (772) 468-3927.

3.6.1 At time of Lease Agreement execution, Restaurateur shall pay, to the City, a security deposit equal to two (2) month's rent and \$4,000 for two (2) months of Restaurateur's part of electric. The City will hold the deposit in a non-interest bearing account for the term(s) of the Lease as security for the payment of rent, electric, and any damage to the facility caused by the Tenant, its agents, or employees. Following the final day of Tenant's Lease, Tenant's final portion of the Club House electric bill shall be paid out of selected Proposer's \$4,000 electric deposit and the remainder of the electric deposit shall be returned to the Tenant. At the end of the Lease, the City will subtract any rent due, and/or damage fees to Club House that may exist, from the two (2) month's rent security deposit with the remainder returned to selected Proposer.

3.7 Scope of work - The following items are to be considered when evaluating the scope of work:

A. Mobile Carts – The City will provide fuel and maintain one mobile cart for selected Proposer's use on the golf course. Selected Proposer's personnel shall operate this mobile cart for the selling of food and beverages along the golf course to add to the comfort and convenience of the golfing public. The mobile unit will be removed from the facility grounds upon completion of the day's schedule and parked inside cart barn.

B. Utilities - Selected Proposer shall arrange for and pay telephone, propane gas, or any extra utility item that is added by them. The Restaurateur shall evenly split the building's monthly electric bill with the City. The bill is payable on the 1st of each month.

C. Hours of Operation - Selected Proposer shall provide food and drink as part of the "golf experience". Therefore, hours shall correspond with the golf course hours as needed. At a minimum, selected Proposer must offer a full breakfast menu Saturday and Sunday and holidays, a light breakfast menu (see 3.4), Monday-Friday and at a minimum, a full lunch menu till close at dusk. Selected Proposer will set any additional hours as appropriate to provide maximum service for the golfers. City personnel will communicate with the selected Proposer on a daily basis concerning the number of rounds booked and any other information that may affect the services required.

1. Selected Proposer shall not make changes to hours of operation or decrease in menu offerings without first notifying The Saints Administrator in writing.
2. Selected Proposer shall accept that some golfers shall prefer to sit in the screened patio area while waiting for others. Those waiting shall not be required to make a purchase, unless they so choose.

D. Special Events – Selected Provider shall have exclusive food and beverage rights to not only, dining area(s) and mobile cart, but also to all groups and/or organizations using the facility, requiring food and/or drink. The Saints will not allow organizations or groups to bring their own food or beverage without prior approval of the Proposer.

E. Tournaments and Outings - The City reserves the right to schedule tournaments, leagues, and special events. The selected Proposer will be responsible for providing food and drink during these events. If the selected Proposer has elected Option “A”, they will have the right to reserve the banquet room for non-golf related functions. During daylight hours, the **bar/grill** room will remain open to the public without interference from private parties, but will be available for small golf related spur of the moment golf related gatherings. After daylight hours, any selected Proposer will be free to book the **bar/grill** room for public gatherings or private parties. If a private party is scheduled that will close the **bar/grill** room to the public, a notice showing the date and time will be posted one (1) week in advance. The selected Proposer will keep a booking record for all banquet room functions. Golf related functions will be booked on a first come, first serve basis, with the selected Proposers booking record. All food and beverage negotiations and quotes for such events will be provided by the selected Proposer to the event coordinator prior to the event.

E1. Along with **each** month’s rent payment, selected Proposer is required to submit a brief summary of activities and upcoming booked events and a listing of deposits paid toward those events. Selected Proposer will further be required to administer customer satisfaction survey programs for all booked group events and provide copies of completed surveys to the Contract Supervisor or his designee.

F. Menus - All menus shall be typed or professionally printed. No hand written menus will be allowed. A special events/outing menu will be required to be submitted with the execution of the Lease Agreement. This selected event menu will include prices that will be in effect for each Lease Agreement year. A new event menu will be submitted on the yearly anniversary date of the Lease Agreement.

G. Cart Sales - The selected Proposer will retain all income from the cart sales.

H. Size of Facility – Overall, the area is approximately 9,400 square feet. Selected Proposer, electing Option “A” will be responsible for approximately 7,600 square feet comprised of the Areas A, B, C, D, E, with area D included at no extra charge. Proposer electing Option “B” will be responsible for approximately 4,800 square feet comprised of Areas A, B, D

LOCATION	Area	SIZE	SEATS
Grill/Bar/Office	A	1,860 sq. ft.	66
Kitchen	B	1,588 sq. ft.	
Banquet Room/Hallway/Restrooms	C	3,848 sq. ft.	152
Screened Terrace	D	1,360 sq. ft.	44
Banquet Storage Room	E	312 sq. ft.	
Pro-Shop Restrooms**	F	430 sq. ft.	

*For either "Option" election, selected Proposer will be responsible for cleaning the pro-shop restroom, but not to supply paper products or hand soap; however, the square footage is not included in the monthly rent.

I. Additional Equipment - If the selected Proposer wishes to add equipment beyond that which is provided by the City, any items purchased and installed by the selected Proposer shall be of a type and class approved by the City and in sufficient quantities to provide proper service to the dining patrons.

J. Equipment and Furnishings - Selected Proposer will provide all equipment (including a dishwasher) and furnishings, not listed in the equipment list following the sample Lease Agreement. All selected Proposer purchased equipment and furnishing, shall be of modern design, and of first-class material and construction. The furnishings and equipment shall be of such quality, design, and finish as will be in keeping, in the opinion of the City's management with the general decor of the Club House. All such expenditures must be approved in writing by the City prior to purchase and installation.

4. INSURANCE REQUIREMENTS – Proposers are required to submit proof of the types and dollar amount they are currently insured to the City with their Proposal.

4.1 Indemnification - The selected Proposer shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the selected Proposer and all persons employed or utilized by the selected Proposer in the performance of the Lease Agreement. As consideration for this indemnity provision the vendor shall be paid the sum of \$10.00 (ten dollars) upon Lease Agreement execution.

Neither the City nor its agents shall be liable for any damage to property entrusted to employees of the building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surfaces, or from any other place, or resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence of the City, its agents, servants or employees. Neither the City nor its agents shall be liable for any latent defect in the premises or in the building. Restaurateur shall give prompt notice to the City in case of fire or accidents in the premises or in the building or of defects herein or in the fixtures. Restaurateur hereby acknowledges that the City shall not be liable for any interruption to Restaurateur business for any cause whatsoever, and that Restaurateur shall obtain Business Interruption Insurance coverage should Restaurateur desire to provide coverage for such risk.

4.2 Workers' Compensation - The selected Proposer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. The Worker's Compensation Certificate of Insurance shall be specifically for operations at The Saints. **Waiver of Subrogation is required.**

4.3 Business Auto Policy – Not required for this Lease Agreement.

4.4 Commercial General Liability - Commercial General Liability for public liability, not exclusive for food contamination and food borne illnesses, during the lifetime of this Lease Agreement shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability, and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. **All insurance policies shall be issued from a company or companies duly licensed by the State of Florida.** All policies shall be on an occurrence-made, per project basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed. **City shall be listed as Additional Insured and a Waiver of Subrogation is required.**

4.5 Professional Liability – Not required for this Lease Agreement.

4.6 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Lease Agreement has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a **CG 2026-Designated Person or Organization endorsement**, or similar endorsement, to its Commercial General Liability policy. **The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents", Lease Agreement #20100035-Saints Restaurateur.** The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above limits, the Selected Proposer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4.7 Dram Shop Liability - Selected Proposer shall maintain and, prior to commencement of this Lease Agreement, provide the City with evidence of insurance to cover liability for the serving of intoxicating beverages with limits of \$1,000,000 per occurrence. **City shall be listed as Additional Insured . Waiver of Subrogation is NOT required for this coverage.**

4.8 Waiver of Subrogation - Selected Proposer shall agree by entering into the Lease Agreement to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Proposer shall agree to notify the insurer and request the policy be endorsed with a "Waiver of Transfer of Rights of Recovery Against Others", or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Proposer enter into such an agreement on a pre-loss basis.

4.9 Subcontractors - It shall be the responsibility of the Selected Proposer to insure that all subcontractors comply with the same insurance requirements referenced above.

4.10 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Selected Proposer for any and all claims under this Lease Agreement.

4.11 Certificate(s) of Insurance - Immediately following notification of the award of the Lease Agreement, Proposer shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this RFP have been obtained and are in full force and effect. **All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. Such Certificate(s) of Insurance shall include a minimum thirty (30) day notification due to cancellation or non-renewal of coverage.** In the "Description of Operations..." Certificate shall list Lease Agreement #90-XXXXXX-20100035-0-0, Restaurateur at The Saints.

NOTE: Restaurateur shall not be allowed to operate without proper insurance certificates.

4.12 Umbrella or Excess Liability - Selected Proposer may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

4.13 Right to Review - City, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

5. ADDITIONAL INFORMATION

5.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the proposal of any other manufacturer's items of equal quality. The Contract Supervisor or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

5.2 Collusion - The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. Only one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

5.3 Withdrawal of Proposals - A Proposer may withdraw his proposal without prejudice to himself no later than the day and hour set in the "Request for Proposal" by communicating his purpose in

writing to the City at the address given in the "Request for Proposal". When received, it will be returned to him unopened.

5.4 Value Added – The City will accept offers that enhance the value of the Proposal. These items may include a signing bonus, free equipment or any items that may be offered to enhance the value of the proposal offer. The City determines the value of each item.

5.5 Proposal Information - For information concerning procedures for responding to this SRF, contact Jeannie Stewart at (772) 871-5222, FAX at (772) 871-7337 or by e-mail at geraldines@cityofpsl.com. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or SRF procedures will be transmitted only by addendum by Onvia.com. The Proposer, in turn, shall acknowledge receipt of the addendum by submitting a sheet acknowledging the Addendum number and the date of issuance. It is the responsibility of the Proposer to receive any and all SRF information and documents. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the SRF, made or given prior to the SRF award. The Proposer is responsible for verifying they have received all SRF Addenda.

If you have obtained this document from a source other than directly from the City or from Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Proposer's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Proposer is responsible for verifying they have received all Proposal Addenda.

SAMPLE LEASE AGREEMENT

THIS LEASE is made and entered into this _____ day of _____, 2010, by and between (*tenant name and address*); Telephone: () _____-_____, Fax: () _____-_____ (“**Tenant**”), and the **City of Port St Lucie**, a municipal corporation (“**Landlord**”).

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, space at the city of Port St. Lucie Saints Golf Course, consisting of _____ gross square feet (“Premises”) in the Club House located at 2691 SE Morningside Boulevard, Port St Lucie, Florida (Building), for the term and upon the conditions and agreements hereinafter set forth (“Lease”). This Lease shall constitute a binding agreement between the parties.

As used herein, the Contract Supervisor shall mean _____ at () _____-_____, or his/her designee.

**ARTICLE I
TERM**

The term of this Lease shall begin on the 1st day of ____ 2010 and, except as otherwise provided herein, the Lease term will renew at the end of each five (5) year period on a continuing basis, until terminated by one the parties. Termination, except “for cause”, will require a one hundred twenty (120) calendar day notice, as set forth more fully in Article XX. “Lease Term” is hereby defined as each sixty (60) consecutive month period throughout the Lease, beginning the 1st day of _____, 2010 and each anniversary thereafter.

Starting on or about ____ 1, 2015 and every five (5) years thereafter, both parties agree to open for renegotiation, all current terms and conditions of this Lease Agreement. If parties are unable to achieve a mutually acceptable agreement, either party may cancel this Lease Agreement giving a one hundred twenty (120) calendar days’ notice in writing.

**ARTICLE II
HOURS OF SERVICE**

The Saints Golf Course (“The Saints”) is open to the public between the hours of 6:30 am and dusk, unless changed by the Contract Supervisor, or his designee.

All concessions shall be open to the public seven (7) days per week, fifty-two (52) weeks per year. All concessions will be closed all day on Christmas Day and any other day as deemed necessary by the Contract Supervisor, or his designee. Hours of operation outside of golf course operations are at the discretion of the Tenant.

The Landlord reserves the right to schedule tournaments, leagues, and special events. Tenant will be required to coordinate with the golf course manager only in regards to food and beverage. Tenant will be required to be open and operational during these occasions.

**ARTICLE III
PAYMENTS TO LANDLORD**

Tenant shall pay as rent to the Landlord an amount equal to -----dollars (----) times (7,600 or 4,800) square feet, divided by twelve months, for a total of \$----- per month. The Tenant shall also be responsible for and include with each rent payment an amount equal to the prevailing State of Florida Sales and Use Tax imposed on the rental use of Landlord owned property and one-half of the Club House electric bill. In addition, Tenant is responsible for the annual fee for the liquor license. For the 11C Liquor License, the current fee is \$400; for the 11CX, which includes the beverage cart, the current fee is \$500. These are subject to change and can be confirmed by contracting the Division of Alcohol & Tobacco at (772) 468-3927.

The Landlord report to the State of Florida the Sales Use Tax imposed and collected on the rental use of Landlord owned property.

At time of Lease execution, Tenant shall pay, to the Landlord, a security deposit of \$_____ equal to two (2) month's rent + \$4,000 for two (2) months electric. The Landlord will hold the deposit in a non-interest bearing account for the term(s) of the Lease as security for the payment of rent, electric, and any damage to the facility caused by the Tenant, its agents, or employees.

All payment shall be made monthly, in advance, without notice or demand, by 5:00 P.M. on the 1st day of the month, and shall include the rental amount due, half of the Club House electric bill, and the amount due for rental use tax. The first installment, minus the electric bill, is due on the commencement date. If the premises are occupied for a fraction of a month at the beginning or end of the term, Tenant shall pay a proportionate part of the applicable monthly installment. Any payments not received by 5:00 p.m. on the 1st day of the month in which the rent is due, shall be considered a default on the part of the Tenant and subject the Tenant to a termination of this lease with cause as set forth more fully in Article XX. Following the final day of Tenant's Lease, Tenant's final portion of the Club House electric bill shall be paid out of Tenant's \$4,000 electric deposit and the remainder of the electric deposit shall be returned to the Tenant.

Tenant shall pay all rents, fees, charges, and expenses from Articles III and V, and submit all reports required by this Lease, to the following:

City of Port St. Lucie
Mr. Curtis Wichern, The Saints Administrator
The Saints at Port St. Lucie Golf Course
2601 SE Morningside Boulevard
Port St. Lucie, FL 34984

ARTICLE IV REPORTS AND RECORDS

The Tenant shall maintain during the term of this Lease all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities, including a listing of booked events, pursuant to the Lease and all monies collected hereunder, not limited to gross receipts. The form of all such records and reports shall be subject to the approval of the Golf Administrator, or his designee, prior to commencement of operations, and subsequent recommendations for changes, additions, or deletions.

Tenant shall allow the Golf Administrator, or his designee, the Finance Director or his/her designee, or the auditors of the Landlord, to inspect all or part of the compilation procedures for the monthly reports. Said inspection is at the sole discretion of the Golf Administrator, or his designee. All records shall be available at a reasonable location in St. Lucie County, Florida for a period of five (5) years after the end of any lease year.

ARTICLE V EXPENSES

In addition to rent, Tenant shall be responsible for all costs associated with running a restaurant including but not limited to:

- Propane Gas
- Telephone (those telephone lines related to the Tenant's operation)
- Electricity for the Club House (to be split with the Landlord 50/50 as set forth in Article III) payable by the 1st of each month.
- Advertising (for the Tenant's operation only)
- Supplies and personnel to operate mobile cart, provided and maintained by the Landlord
- Personnel for restaurant facility
- Restaurant supplier(s)
- Cleaning of restrooms as well as cleaning equipment and associated cleaning supplies (Landlord will cover cost of paper products and hand soap)

During the term of this Lease, the Tenant shall provide the furniture, smallwares and supplies to operate the concession, as well a telephone system and cash register(s). Tenant shall be responsible for the maintenance of this furniture and supplies, and any damage to the equipment. See Attachment "B" for listing of Landlord provided equipment.

Any items or supplies purchased, or other expenses created, by Tenant shall be the sole responsibility of Tenant.

ARTICLE VI RESPONSIBILITIES AND SPECIFIC DUTIES

Tenant is leasing the Premises in order to operate a restaurant and concession at The Saints Golf Course, in accordance with Request for Proposal #20100035-JS incorporated herein by reference. Tenant shall comply with all specifications set forth in RFP #20100035-JS not inconsistent with the provisions herein.

Tenant must obtain and pay for, an 11CX State of Florida Liquor License (which includes the license for the mobile beverage cart) before the effective date of the Lease, and maintain this license in "good standing" by the State of Florida throughout the contractual period. The City of Port St Lucie must be listed as being co-holder of this liquor license. A current State of Florida Liquor License is mandatory for the sale of alcoholic beverages. Currently the annual fee for an 11CX liquor license is \$400. This fee is subject to change and can be confirmed by contracting the Division of Alcohol & Tobacco at (772) 468-3927.

Tenant will be responsible only for the daily operations of the food and beverage services. Tenant will have no responsibilities of any kind for the pro shop.

Tenant shall be responsible for all cleaning of the mobile cart, grillroom and bar, and equipment to include, but not limited to, the following:

- Dining/banquet area(s)
- Kitchen
- Pantry
- Outside sitting area (patio) and the connecting outside service window area
- Steam cleaning of kitchen range hood every three (3) months (or more often, if needed)
- Mopping and sanitizing all tile floors daily
- Disposing and removing of garbage, trash, and grease daily and deposit in proper receptacle. Clean grease trap daily.
- Shampooing of all carpets two (2) times per year, or more often if needed.
- Adjacent outside kitchen area to be trash free.
- Full and thorough cleaning of restrooms, to include but not limited to: daily mopping and sanitizing of floors, daily scrubbing of urinals and toilets, daily cleaning and disinfecting of counters, sinks, dispensers, and door handles, multiple daily checks for cleanliness and neatness.

Tenant will be responsible for the food and beverage concessions inside the clubhouse building and with the mobile cart. There will be no outside vending machines.

ARTICLE VII USE OF PREMISES

Tenant shall use and occupy the premises as a restaurant/banquet facility exclusively for Tenant's practice of restaurant/banquet activities and for no other purpose, without Landlord's written approval. Tenant shall not use or occupy the premises in violation of law or of the Certificate of Use or Occupancy issued for the building of which the premises are a part, and shall immediately discontinue any use of the premises which is declared by either any governmental authority having jurisdiction or the Landlord to be a violation of any law, code, regulation or a violation of said Certificate of Use or Occupancy. Tenant shall comply with any direction of any governmental authority having jurisdiction, which shall, by reason of the nature of Tenant's use or occupancy of the premises, impose any duty upon Tenant or Landlord with respect to the premises or with respect to the use or occupation thereof.

Tenant shall not do or permit to be done anything that will invalidate or increase the cost of any fire and extended coverage insurance policy covering the building and/or property located therein, and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Tenant shall promptly, upon demand, reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this paragraph. Tenant shall not do or permit anything to be done in, on or about the premises that would in any way obstruct or interfere with the rights of the other occupant of the building, or use or allow the premises to be used for any immoral, unlawful or objectionable purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the premises.

ARTICLE VIII BUILDING SERVICES

Landlord, at no cost or expense to Tenant, shall promptly, and in a workmanlike manner, perform all maintenance and make all repairs and replacements required to keep the Building in good order, condition and repair, except if the need for such maintenance, repairs or replacements is caused by the fault or negligence of Tenant.

Tenant shall be responsible for interior painting of Premises.

ARTICLE IX ALTERATION

Tenant may not make any changes, alterations, improvements or additions to the premises, or attach or affix any articles thereto without Landlord's prior written consent. All alterations, additions, or improvements that may be made upon the premises by Landlord or Tenant (except unattached trade fixtures and office furniture and equipment owned by Tenant) shall not be removed by Tenant, but shall become and remain the property of the Landlord. All alterations, improvements, and additions to the premises (as permitted by the Landlord) shall be done only by the Landlord or contractors or mechanics approved by the Landlord, and shall be at Tenant's sole expense and at such times and in such manner as Landlord may approve. If Tenant shall make any alterations, improvements or additions to the premises, Landlord may require Tenant, at the expiration of this Lease, to restore the premises to substantially the same condition as existed at the commencement of the Term. Any mechanic's or material men's lien for which the Landlord has received a notice of intent to file or which has been filed against the premises or the building arising out of work done for, or materials furnished to Tenant, shall be discharged, bonded over, or otherwise satisfied by Tenant within ten (10) days following the earlier of the date Landlord receives: (1) notice of intent to file a lien; or (2) notice that the lien has been filed. If Tenant fails to discharge, bond over, or otherwise satisfy any such lien, the Landlord may do so at Tenant's expense, and the amount expended by the Landlord, including reasonable attorney's fees, shall be paid by Tenant within ten (10) days following Tenant's receipt of a bill for the Landlord.

ARTICLE X INDEMNIFICATION AND INSURANCE

Indemnification: Tenant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Landlord, its elected officials, officers, agents and employees, from any amounts (including reasonable attorney's fees) for which the Landlord shall become legally obligated to pay as damages for negligent acts, errors and/or omissions of the Tenant arising out of the Tenant's performance under this Lease. As consideration for this indemnity provision, the Tenant shall submit an invoice in the amount of ten dollars (\$10.00), which the Landlord will pay prior to Lease execution.

Neither the Landlord nor its agents shall be liable for any damage to property entrusted to employees of the building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the

roof, street or sub-surfaces, or from any other place, or resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence of the Landlord, its agents, servants or employees. Neither the Landlord nor its agents shall be liable for any latent defect in the premises or in the building. Tenant shall give prompt notice to the Landlord in case of fire or accidents in the premises or in the building or of defects herein or in the fixtures or equipment. Tenant hereby acknowledges that the Landlord shall not be liable for any interruption to Tenant's business for any cause whatsoever, and that Tenant shall obtain Business Interruption Insurance coverage should Tenant desire to provide coverage for such risk.

Worker's Compensation/Employer's Liability: The Tenant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statute. The Worker's compensation Certificate of Insurance shall be specifically for operations at The Saints. **Waiver of Subrogation is required.**

Commercial General Liability for public liability during the lifetime of this Lease not exclusive for food contamination and food borne illnesses, with limits of not less than \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Tenants, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. **All insurance policies shall be issued from a company or companies duly licensed by the State of Florida.** All policies shall be on an occurrence-made basis; the Landlord shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed. **Landlord must be listed as Additional Insured and a Waiver of Subrogation is required.**

Dram (Liquor) Liability - Tenant shall maintain and, prior to commencement of this Lease, provide the Landlord with evidence of insurance to cover Dram Shop Liability for the selling of intoxicating beverages with limits of \$1,000,000 per occurrence. **Waiver of Subrogation is NOT required.**

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Lease has been endorsed to include the **City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability Policy.** The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, Lease #90-XXXXXX-20100035-0-0.**" The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Landlord prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the Landlord as to form and types of coverage. In the event that the statutory liability of the Landlord is amended during the term of this Lease to exceed the above limits, the Tenant shall be required, upon thirty (30) days written notice by the Landlord, to provide coverage at least equal to the amended statutory limit of liability of the Landlord.

Waiver of Subrogation - Tenant shall agree by entering into the Lease to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Tenant shall agree to notify the

insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Tenant enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Tenant to insure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Tenant for any and all claims under this Lease Agreement.

Immediately following notification of the award of this Lease, Tenant shall agree to deliver to the Landlord a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Lease have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day notification due to cancellation or non-renewal of coverage. In the "Description of Operations ..." **Certificate shall list Lease #90-XXXXXX-20100035-0-0 for Tenant Operations at the City of Port St. Saints Golf Course Club House.**

NOTE: Tenant shall not be allowed to operate without proper insurance certificates.

Tenant may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the Landlord shall be endorsed as an "Additional Insured."

The Landlord, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

ARTICLE XI ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or by operation of law, sell, hypothecate, assign or transfer this Lease, or sublet the premises or any part thereof, or permit the Premises or any part thereof to be occupied by anyone other than Tenant or Tenant's employees, without the prior written consent of Landlord. Any sale, assignment, mortgage transfer or subletting of this Lease which is not in compliance with the provisions of this Article XI, shall be null and void and of no effect and shall constitute a default thereunder. The consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting. Landlord's consent to any assignment or subletting shall not release Tenant from its primary liability under this lease.

ARTICLE XII DAMAGE OR DESTRUCTION

If the premises are damaged by fire or other casualty (collective "Casualty"), the damage shall be repaired by and at the expense of the Landlord, provided such repairs can, in the Landlord's opinion, be made within sixty (60) days after the occurrence of such casualty without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the premises that is unusable by Tenant in the conduct of Tenant's restaurant/banquet area. However, there shall be no abatement of rent by reason of any portion of the premises being unusable for a period equal to one (1) day or less, or if the casualty is due to the negligent acts or omissions of Tenant or Tenant's employees.

If such repairs cannot, in the Landlord's opinion, be made within sixty (60) days, the Landlord may, at its option, make them within a reasonable time, not to exceed one hundred twenty (120) days, and in such event this Lease shall continue in effect and the rent shall be apportioned in the manner provided above. Landlord's election to make such repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage.

If the Landlord does not so elect to make such repairs that cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Lease as of the date of the casualty. A total destruction of the building in which the premises are located shall automatically terminate the Lease.

ARTICLE XIII DEFAULTS

The occurrence of any of the following shall constitute a material default and breach of the Lease:

1. The vacating or abandonment of the premises by Tenant.
2. A failure by Tenant to pay rent or electricity, or make any other payment on or before 5:00 P.M. on the 1st of each month as required to be made by Tenant hereunder.
3. A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by the Landlord.
4. A failure by Tenant to adequately maintain the cleanliness of the restrooms.
5. A failure by Tenant to submit, along with the monthly rent payment, a brief summary of activities and upcoming booked events and the amounts of deposits paid toward those events. Also, copies of customer satisfaction surveys from booked events.
6. The making by Tenant of any general assignment for the benefit of creditors; the filing by or against the Tenant of a petition to have the Tenant adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Tenant shall not be in default in the performance of any obligation provided for herein, except with reference to the non-payment of Rent and electricity bill, until Tenant has failed to perform such obligation within thirty (30) days after written notice by the Landlord to Tenant specifying wherein Tenant has failed to perform such obligation. A failure to pay Rent, maintain insurance coverage and liquor license or operate a restaurant shall constitute an immediate default of the Lease Agreement and subject Tenant to a termination of Lease with cause.

Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to the Landlord specifying wherein the Landlord has failed to perform such obligation. Provided, however, that if the nature of the Landlord's obligation is such that more than thirty (30) days are required for its performance, then the Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

ARTICLE XIV REMEDIES

In the event Tenant commits an act of default as set forth in Article XIII, the Landlord may terminate this Lease with cause as set forth in Article XX. Upon termination, the Landlord shall have the right to collect an amount equal to: All expenses incurred by the Landlord in recovering possession of the premises, including reasonable attorney's fees; all reasonable costs and charges for the care of the premises while vacant; all renovation costs incurred in connection with the preparation of the premises for a new tenant; and an amount by which the entire rent for the remainder of the term exceeds the loss of rent that Tenant proves could have been reasonably avoided.

In the event Tenant commits an act of default as set forth in Article XIII, item #4, the Landlord shall arrange for the cleaning of the restrooms and add that cost to the monthly rent, due by 5:00 P.M. on the 1st of each month.

ARTICLE XV RULES AND REGULATIONS

Tenant shall observe faithfully and comply strictly with the Rules and Regulations set forth in Exhibit "A" of this Lease Agreement, and made a part thereof, and such other rules and regulations as Landlord may from time to time reasonable adopt for the safety, care and cleanliness of the Building or the preservation of good order therein. Landlord shall not be liable to Tenant for violation of any such Rules and Regulations, or for the breach of any covered covenant or condition on any lease by any other tenant in the Building. By the signing of this Lease Agreement, Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

ARTICLE XVI RIGHT OF ACCESS

Upon reasonable notice to Tenant, the Landlord and its agents shall have free access to the premises during all reasonable hours for the purpose of examining the same to ascertain if they are in good repair, to make reasonable repairs as required hereunder (provided, however, the Landlord shall have no obligation as a result of such examination to make any repairs other than expressly set forth herein), and to exhibit the same to prospective purchasers or tenants.

**ARTICLE XVII
END OF TERM**

At the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, reasonable wear and tear accepted, and will leave the Premises broom-clean. If not then in default, Tenant shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant, which has not become the property of the Landlord as set forth in Article IX, provided that Tenant promptly repairs any damage to the Premises caused by such removal.

**ARTICLE XVIII
COMPLIANCE WITH LAWS**

Tenant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Lease.

**ARTICLE XIX
NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) hand-delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery and shall be deemed given the following day, or (4) via electronic mail and shall be deemed given on the day of delivery. All notices shall be provided to the following addresses, unless and until either party provides the other party with written notice of change of address:

Landlord: City of Port St. Lucie
Mr. Curtis Wichern, The Saints Administrator
The Saints at Port St. Lucie Golf Course
2601 SE Morningside Boulevard
Port St. Lucie, FL 34984

Tenant :

**ARTICLE XX
TERMINATION**

Either party may terminate this Lease without cause by giving the other party a one hundred twenty (120) calendar days' notice in writing and as set forth in Article I. Upon delivery of said notice and upon expiration of the one hundred twenty (120) day period, the Tenant shall discontinue all services in connection with the performance of this Lease and shall proceed to remove its equipment, and cancel promptly all existing contracts insofar as such contracts are chargeable to this Lease Agreement.

Termination or expiration shall not relieve Tenant of any obligations set forth in this Lease or incurred during the term of the Lease including, but not limited to indemnification of Landlord as provided herein.

Landlord may terminate this Lease with cause upon default of the Tenant as set forth in Articles XIII and XIV by giving the Tenant thirty (30) days' notice in writing. Upon delivery of said notice and prior to the expiration of the thirty (30) days period, the Tenant shall discontinue all services in connection with the performance of this Lease and shall proceed to remove its equipment and cancel promptly all existing contracts insofar as such contracts are chargeable to this lease. A failure to pay Rent, maintain insurance coverage and/or liquor license, or operate a restaurant, shall constitute an immediate default of the Lease Agreement, regardless of whether Landlord provides written notice thereof, and shall subject Tenant to an immediate termination of Lease with cause. Under no circumstances shall Tenant be allowed to operate a restaurant without the required insurance or license. In the event of an immediate default, Tenant shall cease operation of the restaurant and take immediate steps to vacate the facility. Landlord shall have the right to provide for alternate concession services for Golf Course patrons in the event of the Lease with cause. Termination or expiration shall not relieve Tenant of any obligations set forth in this Lease or incurred during the term of the Lease including, but not limited to indemnification of Landlord as provided herein.

ARTICLE XXI LICENSING

Tenant warrants that he/she possesses all licenses and certificates necessary to perform required services and is not in violation of any laws. Tenant warrants that his/her license and certificates are current and will be maintained throughout the duration of the Lease. Landlord shall be co-holder of Liquor License. Tenant shall pay for all start-up and renewal fees associated with the Liquor License and any other required licenses.

ARTICLE XXII SPECIAL CONDITIONS

A. ADDITIONAL CONSIDERATION:

As additional consideration for the lease of the premises, Tenant agrees as follows:

To supply all furniture, smallwares, supplies and personnel relative to the successful operation and management of a restaurant/banquet facility. The Tenant shall be responsible for all maintenance required on Tenant's belongings.

All furniture and supplies provided by Tenant will be safe, durable and of top quality.

B. SPECIFIC REQUIREMENTS

1. The "golfer friendly" operation of The Saints restaurant facility shall include, but not be limited to the following services:

- Offer a full breakfast menu Saturday, Sunday and holidays, starting at 6:30 a.m.;
- Offer a light breakfast menu Monday-Friday, starting at 6:30 a.m.
- Offer a full lunch and appetizer menu till close at dusk.

- Have exclusive food and beverage rights to dining area(s) and mobile cart
 - Have exclusive food and beverage rights to all groups and/or organizations using the facility that require food and/or beverage
 - Responsible for providing food and beverage during/after scheduled tournaments, leagues and special events;
 - Option to stay open after dusk, book the bar/grill area for special gatherings, etc.
2. It is expressly agreed and understood that the Tenant is in all respects an independent contractor as to the operation of the premises. The method utilized to operate the premises shall be the responsibility of the Tenant.
 3. In the event that the Landlord's Contract Supervisor, or his designee, determines that there are deficiencies in the service provided by the Tenant, the Landlord shall notify the Tenant in writing as to the precise nature of any such deficiencies. Within ten (10) calendar days of receipt of such notice, Tenant shall take reasonable steps to correct any deficiencies.
 4. The Landlord reserves the right to review and, if necessary, reject all proposed advertising of its services to the general public and/or business associates, and/or other considered markets.
 - a. The Tenant shall be required to submit any proposed erection of a sign either inside or outside the premises at least ten (10) calendar days prior to the proposed advertisement date.
 - b. The Tenant shall be required to comply with the Landlord's sign ordinance.
 5. The Tenant shall be responsible for providing the telephone(s) it intends to utilize; however, they must be compatible with the telephone system installed in the building. Tenant will be responsible for any fees associated with the telephone system utilized by them along with any long distance calls issued from its phones. Tenant must coordinate any telephone installation with the Landlord.
 6. Along with **each** month's rent payment, Tenant is required to submit a brief summary of activities and upcoming booked events and a listing of deposits paid toward those events. Tenant will further be required to administer customer satisfaction survey programs for all booked group events and provide copies of completed surveys to the Contract Supervisor or his designee.

ARTICLE XXII MISCELLANEOUS PROVISIONS

1. **Attorney's Fees:** In the event, suit is brought by either party against the other for a breach or default under the terms of this Lease, the prevailing party shall be entitled to reasonable attorney's fees, which sum shall be fixed by the court.
2. **Time of Essence:** Time is of the essence with respect to the performance of every provision of this Lease.
3. **Incorporation of Previous Agreements and Amendments:** This Lease contains all the agreements of the parties hereto with respect to any matter covered and mentioned in this Lease, and no prior

agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

4. **No Waiver:** No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or things done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of Rent shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant or condition of the Lease, other than the failure of Tenant to pay the particular rent so accepted.
5. **Quiet Enjoyment:** Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises throughout the Term, subject to the terms and conditions of the Lease.
6. **Binding Effect:** This Lease shall be binding upon, and inure to the benefit of the parties hereto, their successors and assigns. However, nothing in this Article shall be deemed to amend the provisions of Article XI on Assignment and Subletting.
7. **Governing Law:** This Lease shall be governed by the laws of the State of Florida and is to be governed by the laws of Florida in all respects, without reference to the laws of any other state or nation. The venue of any action taken to enforce this Lease shall be in St Lucie County, Florida.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: Sample Do Not Execute
Authorized Representative of

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this ____ day of _____, 2010.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

EXHIBIT "A"
OF LEASE AGREEMENT

RULES AND REGULATIONS

1. CONDUCT

Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.

2. HALLWAYS ETC

Tenant shall not obstruct or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrance, passage, courts, corridors, vestibules, and hallways, of the Building.

3. NUISANCES

Tenant shall not make or permit any noise, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.

4. MUSICAL INSTRUMENTS, ETC.

Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Building in such manner as to disturb or annoy other tenants of the Building or the neighborhood.

5. LOCKS

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon their termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Lessor the cost thereof. The Facility Administrator shall have a key for the Premises at all times.

6. OBSTRUCTING LIGHT, DAMAGE

The sash doors, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work, except customary attachment of exercise equipment. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

7. WIRING

Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.

8. EQUIPMENT, MOVING, FURNITURE, ETC.

Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law, and in accordance with and subject to written approval received on written application of Tenant.

9. REQUIREMENTS OF TENANT

The requirements of Tenant will be attended to only upon application at the office of the Landlord. Employees shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord. No employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord. All janitorial services personnel, guards, or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.

10. HAZARDOUS WASTES

Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials.

11. ACCESS TO BUILDING

Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.

12. VEHICLES, ANIMALS, REFUSE

Tenant shall not allow anything to be placed on the outside ledges of the Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and no animal shall be brought into the offices, halls, corridors, or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building.

13. EQUIPMENT DEFECTS

Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

14. PARKING

Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking. Tenant agrees that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

15. CONSERVATION AND SECURITY

Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building.

16. SIGNAGE

Tenant shall not place any sign upon the Premises or the Building without Landlord's prior written consent.

EXHIBIT "B"
OF LEASE AGREEMENT

City Owned Kitchen Equipment List at The Saints

Quantity	Item
1	Range, Restaurant, Gas, 36" Imperial Model #IR-6 Restaurant Range, 36" Gas, 6 (28,000 BTU) Open Burners, (1) 26 1/2" standard oven. Stainless steel front, landing ledge, sides, back guard and high shelf.
2	Gas Fryer – Imperial Model #IFS-40 Elite Fryer, Gas 40 lb fat capacity, snap action thermostat w/millivolt temperature control circuit, stainless steel front and sides. Also (2) sets of four (4) casters.
1	Gas Broiler , Char-type Counter Imperial Model #IABR-36 Steakhouse broiler, Counter model, Gas, 36" wide, 6 s/s burners w/cast-iron radiants, 3-position adj. heavy-duty cast-iron top grates, stainless steel front and sides, 120,000 BTU.
1	Gas Counter Unit Griddle Imperial Model #ITG-36 Elite Griddle, Counter Unit, Gas 1" thick highly polished steel griddle plate. 36" W X 24"D grill area, 3" wide front grease trough, thermostatic controls, stainless steel front and sides, 4" adj. legs 90,000 BTU
1	Gas Convection Oven , Imperial Model #ICV-1 Turbo-Flow Convection Oven, Gas, 1-deck, manual controls, two-speed fan, dual open 60/40 s/s doors w/large window, s/s front, sides, top & legs, 70,000 BTU
1	Cook/Hold Cabinet , Alto-Shaam Inc Model #1000-TH-I/STD Slo Cook & Hold Oven, electric, double deck, standard depth, thermostatic controls, on casters, aluminum exterior with s/s doors, 5" HD casters.
1	Steamer, Convection Countertop , Southbend Model #STRZ-3 StratoSteam Convection Steamer, Counter Model, Electric, (3) 12" x 20" X2-12" pan capacity, side mount splash resistant controls, door drip tray, stackable, manual fill, s/s interior, exterior & 4" legs
1	3 Compartment Sink , Advance Tabco Model #3COMPSINK
1	Dishtable , Clean, Advance Tabco Model #DTC-S60-48L-X Straight-Clean Dishtable, right to left, 10 1/2" backsplash, 3" rolled front & side rims, galvanized legs with no crossrails. 48" long.
1	Disposer , Salvajor Model #200

- 4 **Sink, Hand**, Krowne Metal Model #HS-2
Hand sink, 17" X 15" OA, wall mount w/bracket, 10" wide X 14" X 6" deep compartment, splash mount gooseneck faucet 1 1/2" drain, s/s construction.
- 1 **Work Table, 48" long**, Turbo Air Model #TSW-244BE
Work Table 24" W X 48" L, 18/430 s/s flat top w/turned down edges, w/adjustable galvanized undershelf & legs adjustable ABS bullet feet, NSF approved.
- 1 **Refrigerator, Reach-in**, Turbo Air Model #MSR-49NM
Maximum Refrigerator, reach-in 2-section, 49 cu/ft, self-contained, 300 s/s exterior, & interior, self-closing hinged solid doors w/ recessed handles, (6) shelves, exterior LED digital thermometer, door locks, 4" swivel casters, bottom mount compressor, Energy Star rated, 1/3 hp.
- 2 **Toaster**, Pop-up, Waring Commercial Products division Model #WCT708
Commercial Toaster, medium-duty, (4) extra wide 1 3/8" slots, (4) slice capacity, electronic browning controls, removable crumb tray, brushed chrome steel, 6 ft cord w/3-prong plug.
- 1 **Microwave Oven**, Amana Commercial Products, Model #RCS10MPA
Commercial Microwave Oven, 1000 watts, 10 programmable timing pads, 5 power levels, Braille touch pads, removable air filter, side hinged door
- 1 **Buffet, Hot food**, electric, Supreme Metal Model #SW-3E-120
Hot food table, electric (3) 12" X 20" sealed hot food wells w/drains,. Wet or dry operation, 1" poly cutting board, individual infinite controls s/s construction.
- 1 **Refrigerated Counter, Sandwich Top**, Turbo Air Model #TST-72SD
Super Deluxe Sandwich/Salad Unit, 3-section, 19 cu/ft, s/s top w/18-pan opening, (3) s/s doors w/recess handles, s/s front & sides, ABS interior, (3) s/s wire shelving, 5" casters, self-contained rear mounted refrigeration system, Energy Star Rated, 1/2 HP NSF-7.
- 1 **Refrigerated Counter, Sandwich Top**, Turbo Air Model #TST-28SD
Super Deluxe Sandwich/Salad Unit 1-section 6.5 cu/ft, s/s top w/6 pan opening, (1) s/s wire shelf, 5" casters, self-contained rear mounted refrigeration system, 1/4 hp
- 1 **Dish Cabinet**, Advance Tabco, Model #DC-1512
Dish Cabinet, 144" long, 15" wide, 35 1/2" high, 14 ga. s/s top, 18 ga. s/s body, open base with mid-shelf, adj. s/s bullet feet.
- 2 **Infrared Food warmer**, Hatco Grah-1323, GI0-Ray®, high wattage, tubular metal heater rod, singular heater rod housing, aluminum construction, 3120 watts, contains tandem elements.
- 1 **Ice Maker**, cube style, Manitowoc Model, #SD-0852A w/Ice Bin #B-570

S-Series Ice Maker, cube-style, air-cooled, self-contained condenser, up to 870 lb/24 hrs, s/s finish, dice size cubes, 6" adjustable s/s legs. Ice Bin has top-hinged front-opening door, 430 lb capacity, for top-mounted ice maker, s/s exterior.

- 3 **Work Table 60" Long**, Turbo Air Model #TSW-306DE
30" W X 60" L, 18/340 s/s flat top w/turned down edges, w/adjustable galvanized under shelf and legs w/adjustable ABS bullet feet, NSF approved.
- 1 **Food Slicer**, Anvil America Model #SLR7512, 12" blade, gravity feed, gear driven 50 hp.
- 1 **Sink, 2-Compartment**, Turbo Air Model #TSA-2-12-D1
Sink, 2-compartment, with 18" left & right hand drainboards. 18" front-to-back X 18" wide sink compartments, 12" deep with 11" high splash, 18/304 s/s bowls, galvanized gussets & tubular legs w/adjustable ABS feet.
- 3 **Bun Pan Rack**, Channel Manufacturing, Model #401AKD
Economy Bun Pan Rack, 10 ¼" H, angle tray guides on 3" centers, capacity-(20) 18" x 26" bun pans/17" X 25" fryer screens, front load, open sides, 1" tubular alum. Frame.
- 3 **Bin**, Ingredient, Carlisle Model #BIN27 – 27 gal capacity, clear sliding lid
- 1 **Mixer, Food**, Anvil America Model #MIX7120
Gold Series Mixer, 20-qt capacity, bench model, #12 attachment hub, 3 fixed speeds, 100% gear driven, painted finish, includes bowl guard, bowl, flat beater, wire whisk, dough hook, safety cut-off switch, ½ hp
- 1 **Mixer/Slicer Stand**, Model #MT-GL-300 Equipment Stand 30"X30"X24" H
- 1 **Wire Shelving** for walk-in cooler
- 1 **Cooler/Freezer-** Walk-in cooler/freezer combination, includes wire shelving
- 1 **Refrigerator Merchandiser**, Turbo Air Model #TGM-35R
Two-section, 35 cu/ft, self-contained, double pane self-closing sliding glass doors, fluorescent light, (8) adjustable wire shelves, white cabinet w/black trim, bottom mount compressor ½ hp
- 1 **Cabinet, Banquet, Heated**, Food Warming Equip, Model 3A-120-2
A-Series Banquet Cart, (20 door, capacity 96-120 covered plates, 11" max diameter, natural convection heat system, heavy duty push handles, (3) shelves, magnetic latch, s/s construction, wraparound bumper, 5" casters.
- 1 **Work Table, 24" long**, Turbo Air Model 3TSW-2424E

24" X 24" s/s flat top w/turned down edges, w/adjustable galvanized undershelf & legs w/adjustable bullet feet

- 1 **Beverage Table**, Advance Tabco Model #BEV-30-48R
48" L w/14" X 16" X 12" dp sink on right w/faucet 4" OC, urn trough 5" X 18" w/no-splash drain plate, 14 ga 304 type s/s top w/no-drip counter top edge, 10" X 2" back splash, enclosed s/s base w/bottom & intermediate undershelves, s/s legs.
- 1 **Pot Rack**, Ceiling Hung, Advance Tabco Model #GS-48
Triple bar design, with ceiling chain hangers, 48" long with plated double hooks
- 1 **Bar Sink**, Supreme Metal Model #SLB-53C
Slimline Under bar work board sink unit, with (3) sink compartments, 60" long, 18" wide with 12" right and left drainboards, 4" splash, stainless finish w/black powder coated pipe legs w/ back splash mounted faucet.
- 2 **Drop-in Sink**, Advance Tabco Model #DJ-1-10
1-compartment, 10" wide X 14" front-to-back X 10" deep bowl, 20 gauge s/s, w/deck mounted gooseneck faucet, basket drain.
- 1 **Beer Cooler**, Keg Style, Turbo Air Model #TBD-3SB
Beer Dispenser, 69"L, 4,979 BTU/hr, (2) swing doors, black s/s interior & exterior construction, (3) ½ barrel capacity, 3" dia. s/s insulated beer columns, door locks, recessed handles, incandescent interior lighting
- 1 **Refrigerated Counter, Sandwich Top**, Turbo Air Model #TST-48SD
Super Deluxe Sandwich/Salad Unit, (2) section, 12 cu/ft, s/s top w/12-pan opening, (2) s/s doors w/recessed handles, s/s front & sides, ABS interior (2) s/s wire shelving, 5" casters, self-contained rear mounted refrigeration, 1/3 hp
- 1 **Workboard, Ice/Cocktail Station**, Krowne Metal Model 31880-7
Standard 1800 Series, Ice Bin, 24" X 18 ½" OA, 8" deep insulated chest, 4" splash, 55 lbs ice capacity. 7-circuit cold pate ½" drain, (2), 3-pak removable bottle racks, s/s top & front.
- 1 **Portable Bar**, Carlisle Model #7550
Maximizer™ Portable Bar, 56" long, includes 15 gallon Ice bin w/cover, 22" s/s speed-rak®, built-in cutting board, sliding storage drawer, 5" casters w/brakes.
- 1 **Bottle Cooler**, Turbo Air Model #TBC-50SB
50" L, self contained (3) vinyl coated adjustable dividers, built-on removable bottle cap opener and catcher, (2) sliding doors, black s/s interior & exterior construction. 1/3 hp
- 1 **Drainboard, Bar Type**, Supreme Metal Model #SLD-2
Bar type Slimline Drainboard, free standing design, 24" W X 18" deep, 4" splash, island type, s/s finish w/black powder coated pipe legs.

Proposal Questionnaire
SRFP #20100035-JS
Restaurateur at The Saints Golf Course

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Proposers to perform the services required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this _____ day of _____, 2010.

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Secretary

Treasurer

Do you operate a present business: _____ If so, how long at present location: _____

Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. Number of year's experience of the Proposer making this proposal in the operation of the required concession.

4. Give the number, qualifications, and authority of full time personnel and managers, number and source of part time personnel, supervisor's and other professional staff to be employed at this site.

5. How do you propose to continue to, and participate in, the total effort of making this a successful operation?

6. Operational expertise, i.e., staff training/manual procedures, ability to provide back-up management expertise on short notice.

Type of Training: _____
How Offered: _____
Which staff will attend: _____
Backup Management: _____

7. Experience with the resale and management of alcohol. Have management, supervisors, or employees attended an alcohol awareness training program systems and philosophy i.e., "TIPS", "TEAMS"?

Experience:

List names of staff that will be employed:

- 8. Ability to serve large groups (i.e. tournaments, meetings, and special events) in a well-organized and first-class manner.

Name of event(s):

- 1. _____
- 2. _____
- 3. _____

Location:

- 1. _____
- 2. _____
- 3. _____

Number served:

- 1. _____
- 2. _____
- 3. _____

Type of menu: (i.e. full dinner/appetizers)

- 1. _____
- 2. _____
- 3. _____

- 9. Proposer shall submit a tentative schedule of daily hours of operation for breakfast and lunch services.

Breakfast: _____

Lunch: _____

Dinner: _____

- 10. Proposer shall submit a list of all major suppliers complete with contact names and telephone numbers.

- 11. Recent and pertinent references from at least three (3) different businesses, including contact name, telephone number and address must be furnished with proposal. (Do not include the City of Port St. Lucie). **Use the attached Reference Check Form, page 46.**

12. Give the names and locations of places at which your organization has operated businesses, together with the dates of operation.

13. Have you had a concession at a golf course(s) in the past? _____ YES _____ NO

If YES, give location, contact name and telephone number:

14. State approximately the largest gross receipts your organization has realized from the operation of the aforesaid facilities at any one place in one (1) year:

15. Have any leases for concession operations at golf courses, restaurants/cafeterias, cocktail lounges, etc., held by your organization ever been canceled? _____ YES _____ NO

If YES, explain in detail:

16. List any ideas or samples of possible specials or incentives that could be used to entice patronage of the restaurant.

17. **ADDENDUM ACKNOWLEDGMENT** - Proposer acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

18. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this proposal, and you wish to be put on the vendor's list, please contact DemandStar.com at (800) 711-1712. Proposal Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

19. **SRFP RESPONSE:**

19.1 Restaurateur shall pay as rent to the City an amount equal to:

OPTION A: Banquet, Kitchen, and Grill Room Facilities (Terrace included at No Charge)

Areas: A, B, C, D

\$ _____ per square foot X 7,600 = \$ _____ per month

Proposers for Option A may submit plans or ideas for alternative uses of Banquet Room to be considered by the Evaluation Committee and the Director of Parks and Recreation.

OPTION B: Grill Room , Kitchen, and Terrace Facilities

Areas: A, B, D

\$ _____ per square foot X 4,800 = \$ _____ per month

NOTE: State of Florida Sales and Use Tax will be due in addition to the quoted amount per square foot.

Special consideration will be given to those Proposers opting for Option A.

19.2 Restaurateur may offer value added items. These may include signing bonus, equipment, or services. The value by these services will be determined by the City.

Signing bonus: \$ _____

Equipment or Services:

20. **INSURANCE CERTIFICATES** - Proposers are required, in accordance with Section 4, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

21. **COMPLETION OF FORM** - An authorized representative of the firm offering this SRFP must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Proposer. The City reserves the right to hold proposal guarantees for a period not to exceed 90 days after the date of the SRFP opening stated in the Request for Proposal before awarding the Lease Agreement. Lease Agreement award constitutes the date that City Council executes the motion to award the bid.

22. LEASE AGREEMENT - Proposer agrees to comply with all requirements stated in the specifications for this SRFP.

23. CERTIFICATION

This proposal is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into Lease Agreements. I certify that this proposal is made without prior understanding, Lease Agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal.

Signature Date

24. Proposer has read and accepts the terms and conditions of the City's standard Lease Agreement:

Signature Title

Any agent signing this Proposal shall attach to this form evidence of legal authority.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____ Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this ____ day of _____, 2010.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____ (seal)

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE FORM
SRFP # 20100035-JS
Restaurateur at The Saints Golf Course
Proposer's Name: _____

Proposer's Instructions: Complete information in box below. The City shall send form to referenced company for completion by them after City's receipt of form in Bid Reply. (Please print or type)

Referenced Company Name: _____
Fax #: _____ Telephone # _____
Person to contact: _____ Email: _____

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. As the referenced Company, please complete the information below, sign and fax within five (5) days to 772-871-7337. Thank You!

In what manner are you associated with the Proposer?

Have you had any restaurant operation dealings with the Proposer?

Has Proposer provided food service for you in a special setting such as civic center, convention center, club house, etc.?

What is the size of your Company or Agency?

Does this Proposer have the ability to serve large groups (i.e. tournaments, meetings, and special events)?

Were there any problems encountered (claims)?

How many events in a one (1) year period did the Proposer provide service?

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Staff Qualifications _____

Bar/Lounge/Café Services _____
Banquet/Catering Services _____
R Services _____

Would you contract with this Vendor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

DRUG-FREE WORKPLACE FORM

The undersigned Vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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 providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 of 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

CHECKLIST
SRFP #20100035-JS
Restaurateur at the City's Municipal Golf Course (The Saints)

Name of Proposer: _____

This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

_____ Mailing envelope has been addressed to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and identified with:

- Proposers Name and Address
- Proposal Number #20100035-JS
- Proposal Title-Restaurateur at The Saints
- Proposal Opening Date and Time of June 15, 2010 @ 2:00:00 p.m.

_____ Drug-Free Workplace Form

_____ Each Proposal Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificate in accordance with Section # 4

_____ Proposer's Questionnaire, Pages 40-45

_____ Have reviewed the Lease Agreement and accept all City Terms and Conditions

_____ Reference Check Sheet for each of three (3) references, Page 46

_____ One (1) original and six (6) copies of required documents (**NO RINGED BINDERS or SPIRAL NOTEBOOKS**)

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL