



INVITATION TO NEGOTIATE

ITN #26-101

LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

Submission Deadline:

, 2026 at 3:00 p.m.

**Location: Financial Services Office - Procurement
City of Lake Worth Beach City Hall
7 North Dixie Highway – 2nd Floor
Lake Worth Beach, FL 33460**



Financial Services
Procurement Division
7 North Dixie Highway
Lake Worth Beach, FL 33460
561.586.1770

ITN #26-101

LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

The City of Lake Worth Beach (“City”) is seeking competitive, sealed proposals from responsible persons and entities (“Respondents”) to commence negotiations for a long-term lease with a vendor who will partner with the City to provide high-quality food and services for patrons of the facility and manage the restaurant exclusively as the Clubhouse’s restaurant operator, including operating the food and beverage cart on the golf course.

A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this Invitation to Negotiation (“ITN”) at **Exhibit “A”**.

This ITN may be downloaded at lakeworthbeachfl.bidsandtenders.net or www.lakeworthbeachfl.gov. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this ITN, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this ITN, or if a Respondent has obtained this ITN from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be registered as a Plan Taker for the ITN. Copies of this ITN may also be acquired by contacting purchasing1@lakeworthbeachfl.gov.

Time is of the essence and any proposal received after **3:00 p.m., xxxxx, 2026**, whether by mail or otherwise shall be rejected by the City. The time of receipt shall be determined by the time clock located in the Financial Services Office. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, date, and hour proposals are scheduled to be received. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Respondents may deliver proposals directly to City Hall during regular business hours 8:00 a.m. to 5:00 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting the Procurement Division at (561) 586 – 1770 in advance.** Respondents are responsible for ensuring that their proposal is stamped by finance office personnel by the deadline indicated.

Non-Mandatory site visits are scheduled for xxx, 2026, at X:XX a.m./p.m. and xxx, 2026, at X:XX a.m./p.m. at Lake Worth Beach Golf Club located at One 7th Avenue North, Lake Worth Beach, FL 33460. Additional site visits may be scheduled by contacting purchasing1@lakeworthbeachfl.gov.

All Respondents responding to the ITN are responsible for ensuring that their proposal is received by the City at the designated office address by the deadline indicated in the ITN. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be

accepted by e-mail, telephone, telegram, facsimile, or any other City address except **at the stated office address below.**

All proposals must be hand-delivered or mailed to:

**City of Lake Worth Beach
Financial Services/Procurement Division
7 North Dixie Highway, 2nd Floor
Lake Worth Beach, FL 33460**

ENVELOPE MUST BE IDENTIFIED AS: ITN #26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

PUBLISHED: XXXX, 2026, Palm Beach Post, City's website, Lake Worth Beach Legal Notices & Loopnet.com

DRAFT

GENERAL INFORMATION

1. PROJECT OBJECTIVE AND OVERVIEW

The City of Lake Worth Beach (“**City**”) is seeking competitive, sealed proposals from responsible persons and entities (“**Respondents**”) to commence negotiations regarding offers for a long-term lease of the Lake Worth Beach Golf Clubhouse Restaurant located at One 7th Avenue North, Lake Worth Beach, FL 33460. The City is looking for an experienced and innovative restaurant operator to provide high-quality food and services for patrons of the facility and manage the restaurant and operate the food and beverage cart on the golf course starting May 1, 2027.

LAKE WORTH BEACH GOLF CLUB

Lake Worth Beach Golf Club is an 18-hole municipal golf course that initially opened to the public in 1926. The golf course is 82 acres, par 71 course that is located in a natural preserve and wetlands setting.

Lake Worth Beach Golf Club has the most magnificent coastal views complimented with its rich history having been est.1926. It’s vintage South Palm Beach charm comes from the mature Banyan and other indigenous trees with interesting doglegs and very player friendly design.

The fresh breeze coming off the water of the Intercoastal adds to the experience as we are one of the very few daily fee Par 71 full length golf courses located on the water with great views of the Palm Beach skyline and coast. This is a Palm Beach favorite for all ages and skill levels providing a generous layout offering a score ability that leaves you feeling great about your game.

The full experience of golf and dining is available with full menu options with indoor or beautiful patio seating.

In the past ten years, the Beach Club Bar and Grill restaurant has been operated by the external party, and its lease will be completed in early spring 2027. Restaurant re-design and improvements are required for the property and will be the responsibility of the successful Respondent.

A more detailed description of the location, lease details and requirements is incorporated into this Invitation to Negotiate (“**ITN**”) at **Exhibit “A”**.

2. SITE VISIT

A non-mandatory site visits are scheduled on:

1. XXXXX, 2026 from 10:00 a.m. to 4:00 p.m., and
2. XXXXX, 2026 from 10:00 a.m. to 4:00 p.m.

at **Lake Worth Beach Golf Club located at One 7th Avenue North, Lake Worth Beach, FL 33460. Additional site visits may be scheduled by contacting purchasing1@lakeworthbeachfl.gov.** The City will not answer any questions during the site visit. Respondents can submit their questions following the solicitation protocol after their visit.

3. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested clearly and concisely.

This ITN may be downloaded at lakeworthbeachfl.bidsandtenders.net or www.lakeworthbeachfl.gov. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this ITN opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Respondent has obtained this ITN from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be registered as a Plan Taker for this ITN. Copies of this ITN may also be acquired by contacting purchasing1@lakeworthbeachfl.gov.

Time is of the essence and any proposal received after **3:00 p.m., xxxxxx, 2026**, whether by mail or otherwise shall be rejected by the City. The time of receipt shall be determined by the time clock located in the Financial Services Office. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, date, and hour proposals are scheduled to be received. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Respondents may deliver proposals directly to City Hall during regular business hours 8:00 a.m. to 5:00 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting the Procurement Division at (561) 586 – 1770 in advance.** Respondents are responsible for ensuring that their proposal is stamped by finance office personnel by the deadline indicated.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals, or to cancel such solicitation if in the City's best interests. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this ITN are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this ITN constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this ITN. All proposals must be typed or written in ink and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

4. CHANGES AND INTERPRETATIONS

Changes to this ITN will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this ITN should be submitted in the bidding system at lakeworthbeachfl.bidsandtenders.net or in writing via e-mail to purchasing1@lakeworthbeachfl.gov, and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this ITN or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

5. **PROPERTY OF THE CITY**

All materials submitted in response to this ITN shall become the property of the City. The City has the right to use any or all ideas presented in any response to this ITN, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

6. **ITN TIMETABLE**

The anticipated schedule for this ITN is as follows:

- Site Visits , 2026 & ____ 2026,
- Questions from Potential Respondents Due , 2026 - 4:00 PM
- Proposals Due Date and Time , 2026 - 3:00 PM
- Presentations . 2026
- Evaluation . 2026
- Negotiations . 2026
- Final Proposals* TBD
- Final Proposals Evaluation* TBD
- Final Negotiations* TBD
- Award(s)* TBD

* Final Proposals, Final Proposals Evaluation, and Final Negotiations are TBD based on initial Proposals received.

The City reserves the right to amend the anticipated schedule as it deems necessary.

7. **CONE OF SILENCE**

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement **cone of silence will be in effect as of the deadline to submit a proposal in response to this ITN.** A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process. The cone of silence does not apply to authorized negotiations between a Respondent and the City's negotiation team under this ITN. **If a Respondent is submitting a proposal for a public-private partnership project ("P3 Project"), it shall be required to comply with the City's Public-Private Partnership Policy's ("P3 Policy") cone of silence requirements which provides that the cone of silence commences at the time the City first posts the solicitation for competing bids.**

8. **ETHICS REQUIREMENT**

This ITN is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this ITN. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this ITN as Exhibit "B". Failure to complete will result in rejection of the Respondent's proposal.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this ITN. Any reliance on the contents of this ITN, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This ITN is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this ITN either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this ITN. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this ITN. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this ITN or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this ITN, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this ITN who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this ITN is at the sole risk and responsibility of the party submitting such proposal.

10. RESULTING LEASE

Standard Terms and Conditions. Unless otherwise agreed to by the City, the resulting lease will include this ITN, the City's legally required and other standard terms and conditions, any negotiated terms and conditions, and the following provisions:

If the City and the successful Respondent cannot agree on the terms and conditions of the resulting lease, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a lease with a Respondent(s) that best meets the needs of the City.

Lease Term. The intended initial lease term shall be for five (5) years with a maximum of two (2) additional five (5) year renewals and one (1) four (4) year and eleven (11) months renewal options. Any renewal shall be subject to the mutual written agreement of the parties.

Scope of Goods and Services. If any work, services, labor, equipment, materials, approvals, permits, licenses, laws, regulations, rules, etc. are not specifically described in this ITN but are necessary for the proper performance and provision of the goods and services herein, they shall be deemed to be implied by and included within the scope of such goods and services to the same extent and in the same manner as if specifically described herein.

Base Rent. The selected Respondent shall pay to the City a fixed Monthly Base Rate lease paid monthly in advance, based on that amount agreed in the lease agreement for the exclusive right to operate the golf clubhouse restaurant. The City may consider lease adjustments for the first year dependent on the level of improvements done by the successful Respondent. The initial monthly payment shall be paid within ten (10) calendar days after notification by the City of its award of the resulting lease. The selected Respondent shall make the check payable to: The City of Lake Worth Beach, 7 Dixie Highway, Lake Worth Beach, FL 33460.

CAM. In addition to the Monthly Base Rate, the selected Respondent shall be responsible for paying CAM fees. The term "CAM" shall mean all reasonable and actual costs and expenses (collectively, "costs") incurred by the City (or through third-party contractors, vendors, consultants, or service providers) in operating, administering, maintaining, repairing, replacing, managing, policing, securing, and servicing the Golf Clubhouse and common areas, excluding those portions expressly required to be maintained by the selected Respondent. The selected Respondent will be responsible for paying its proportionate share of the CAM costs determined by the City in good faith based upon the gross leasable area or other commercially reasonable allocation methodology. The City will provide an annual estimate of CAM payable monthly by the selected Respondent together with base rent. Following each fiscal year, the City will provide a reconciliation statement showing actual CAM costs incurred. Any deficiency shall be paid by the selected Respondent ten (10) days after the issuance of the invoice, and any overpayment shall be credited against future obligations.

Utilities. The selected Respondent shall, at its sole cost and expense, arrange for, contract directly for, place in the Respondent's name where applicable, and timely pay all charges for utilities and utility services serving the Clubhouse and premises, including, without limitation: electricity, water and sewer service, garbage disposal and collection, natural gas, propane or liquified petroleum gas, telephone and telecommunications services, internet and data services, and any other utility or service used by the selected Respondent. To the extent that any utility service is not separately metered or cannot reasonably be contracted directly by the selected Respondent, the City shall have the right to equitably allocate such utility costs between the Respondent and other users of the Clubhouse and premises using commercially reasonable allocation methodologies determined by the City. The selected Respondent shall reimburse the City for such utilities costs within ten (10) days after the issuance of an invoice from the City.

Taxes. Respondent will be responsible for the payment of all applicable taxes, including but not limited to property taxes and state sales taxes, associated with the operation of the golf clubhouse facility and the use of public property.

Indemnification. To the extent permitted by law, Contractor agrees to indemnify, defend, and hold the City, its officials, employees, and agents ("Indemnified Parties") harmless from and against any and all liabilities, damages, losses, fines, penalties, injuries, death, omissions, commissions, actions, causes of action, claims, suits, judgments, settlements, and damages accruing, including court costs and attorney's fees at all levels of trial, appeal, and post-judgment proceedings (collectively, "Claims"), whether or not a lawsuit is filed, as a direct or indirect result of the Contractor's, including

the Contractor's officers, employees, contractors, volunteers or any other person engaged by the Contractor to perform hereunder (collectively, "Indemnifying Parties"), performance (or lack thereof) under this Lease or the Indemnifying Parties' violation of law, rule, ordinance, or regulation while performing (or failing to perform) under this Lease or otherwise arising as a direct or indirect result of this Lease. Nothing contained in this Lease shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limitations set forth in Section 768.28, Florida Statutes, as amended from time to time. The parties agree that the provisions, waiver, and limitations set forth in Section 768.28 shall apply to this Lease to Claims arising in tort and to Claims arising in contract. The obligations contained in this section shall survive expiration or termination of this Lease.

Return of Executed Lease. The Respondent agrees that if it is awarded the lease hereunder, it will sign and return the negotiated lease to the City within five (5) business days of receipt of the lease.

11. LEGAL REQUIREMENTS

All Respondents are advised that under the existing City Charter, the City may not sell, hypothecate, convey or lease (except a lease of less than 30 years) the Lake Worth Beach Golf Clubhouse Restaurant property without an approved voter referendum. All Respondents are encouraged to review this Charter provision and all Charter and Code provisions regarding the City's properties.

This ITN is being issued in accordance with the requirements of section 255.065, Florida Statutes, regarding public-private partnerships ("P3") and the City's P3 Policy. While proposals received in response to this ITN may not necessarily be a "qualifying project" as defined under said statute and in the City's P3 Policy, it is anticipated that one or more proposals may offer the building, upgrading, operating, and/or financing of facilities and be a "qualifying project." Prior to awarding or executing a contract for a "qualifying project," the City Commission will need to make the determinations required by and comply with section 255.065, Florida Statutes, and the City's P3 Policy, as applicable, to enter an interim agreement or comprehensive agreement with the selected Respondent. Each Respondent agrees that if its proposal is determined to be a "qualifying project" (aka "P3 Project") under section 255.065, Florida Statutes, or the City's P3 Policy, the Respondent shall comply with the statutory and P3 Policy requirements, as applicable, even if not laid out in detail in this ITN.

For any proposal that proposes construction exceeding \$200,000.00, the City will require a public construction bond consistent with section 255.05, Florida Statutes, and any other applicable statute.

12. INSURANCE REQUIREMENTS

Prior to execution of the resulting lease derived from this ITN, the selected Respondent(s) shall obtain and maintain in force at all times during the term of the resulting lease insurance coverage as required herein (or such additional insurance requirements as the City may determine depending on the awarded proposal(s)). All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting lease.

- A. Commercial: The selected Respondent shall maintain, during the life of the lease, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting lease, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- B. Worker's Compensation: The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- C. Automobile Liability: The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.
- D. Liquor Liability: The selected Respondent shall maintain, during the life of the lease, liquor liability insurance in the amount of \$1,000,000.00 per occurrence and in the aggregate.

All insurance, other than Workers' Compensation, to be maintained by the selected Respondent shall specifically include the City as an "Additional Insured" on a primary, non-contributing basis to include exposures within the products and completed operations hazard.

13. EVALUATION AND AWARD

The ITN process is comprised of at least (3) three steps prior to award:

Step 1: Initial Proposal Evaluation.

Step 1a.: Preliminary Review and Ranking. When the City receives the initial proposals, the Procurement Division shall determine whether each proposal meets the minimum submittal requirements to be considered. The City Manager or designee shall appoint an evaluation committee comprised of City staff and relevant consultants, if desired ("Evaluation Committee") to review and score the proposals. All proposals that satisfy the minimum submittal requirements will be evaluated and scored by the Evaluation Committee during a **public meeting** based on the following **evaluation criteria**:

EVALUATION CRITERIA	Points Awarded
Tab 1 – Leadership/Overall Proposal <ul style="list-style-type: none"> • Letter of Transmittal • Leadership Response • Relevant experience, accomplishments, and capabilities • Clear understanding of ITN and available options 	0 – 5 points

<p>Tab 2 - Restaurant Experience & Qualification of Firm and Key Staff</p> <ul style="list-style-type: none"> • Demonstrated minimum relevant restaurant experience in the past 10 years • Demonstrated competency of the Respondent and key staff • Demonstrated business competency to operate the restaurant and support business functions • Relevant licenses & certifications 	<p>0 - 20 points</p>
<p>Tab 3 – Financial Capability</p> <ul style="list-style-type: none"> • Adequate financial resources • Operating proforma with 5 years revenue and expense projections • Lease terms 	<p>0 - 25 points</p>
<p>Tab 4 – Restaurant Concept</p> <ul style="list-style-type: none"> • Restaurant Concept & Vision • Initial Improvements & Investments • Proposed Menu & Culinary Program • Operational Plan & Management Approach • Marketing & Community Engagement Plan 	<p>0 – 40 points</p>
<p>Tab 5 - VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE</p> <ul style="list-style-type: none"> • Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference and qualified in accordance to the City's Procurement Code 	<p>0 – 5 points</p>
<p>TAB 6 - DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC & ADDITIONAL INFORMATION</p> <ul style="list-style-type: none"> • Instances of a default under a similar project or contract; instances of litigation related to a similar project or contract; instances of any debarment by a local, state or federal governmental entity 	<p>0 – 5 points</p>

Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.** The Evaluation Committee shall rank the proposals based upon the evaluation criteria and present such ranking to the City Commission.

Step 1b.: City Commission Initial Review and Ranking. At a **public meeting**, the City Commission will review the proposals and consider the Evaluation Committee's ranking. The City Commission may approve all proposals received to proceed to negotiations, may reject some or all proposals, may create a short-list of proposals to proceed to negotiations, or may cancel this ITN if in the City's best interests. The City Commission may also require the chosen Respondents to make a presentation at a public meeting. If presentations are requested, the City Commission will determine which proposals will proceed to negotiations after such presentations consistent with the evaluation criteria set forth above. If two or more proposals offer the same or similar proposed venture, the City Commission shall endeavor to (but is not required to) rank those proposals and proceed to negotiations with the highest ranked Respondent of the same or similar proposed venture consistent with the evaluation criteria set forth above. If a Respondent provides supporting documentation claiming veteran business enterprise, small business, or local business, the City Commission may provide a preference to such Respondent if it is ranked against another proposal proposing the same or similar proposed venture which does not claim a preference.

The City Manager or designee shall appoint a negotiation team comprised of City staff and relevant consultants, if desired ("Negotiation Team"). Once the City Commission determines whether any proposals are proceeding to negotiations, the City's Negotiation Team shall meet privately in accordance with section 286.0113, Florida Statutes, to discuss negotiation strategies for each Respondent moving forward in the process.

Step 2: Negotiations.

In accordance with section 286.0113, Florida Statutes, the City's Negotiation Team shall meet privately with each Respondent (as determined above) to ask questions regarding the Respondent's proposal, answer Respondent's questions, and provide suggestions on preparing a final proposal. The goal of each negotiation session with a Respondent shall be to clarify the proposal and establish basic terms and conditions for a resulting lease.

Step 3: Final Proposals.

Step 3a.: Submittal of Final Proposals. After negotiations with the Respondent(s), the City shall request that each Respondent submit a final proposal by a date and time certain consisting of a term-sheet or the terms and conditions for a resulting lease with the City for the proposed project. Respondents are authorized to revise their initial proposal based on the negotiation session(s) with the City's Negotiation Team. The City may also ask for another presentation from the Respondent based on their final proposal. Failure to submit a final proposal (or provide a requested presentation) by the date and time set will result in the disqualification of a Respondent from further consideration.

Final proposals shall be in the same format as the initial proposals and shall include the Respondent's final Statement and Evidence of Financial Capability as follows:

- A statement and evidence of financial capability, including the ability to fund all proposed project costs and/or operations of the facility.
- A "Letter of Intent" from a lender as to its interest in financing the proposed project (if applicable) and/or operations of the facility. The City considers a reputable lender as an intuition which has, in the opinion of the City, the financial capability and experience to commit, loan and monitor the funding of loans necessary to complete the proposed project and/or operations of the facility.

- The Respondent's financial statement, with notes, and not older than one (1) year, and should indicate the resources and the necessary working capital to assure financial stability through the completion of the proposed project and/or operations of the facility.
- Financial capability shall also include an examination of the business plan and operating pro-forma for the proposed project and/or operations of the facility.
- Respondent is required to provide a complete and detailed business plan and operating pro-forma that supports the proposed project and/or operations of the facility.

Step 3b.: Negotiation Team Review and Ranking of Final Proposals. At a **public meeting**, the Negotiation Team shall review the final proposals and rank them in accordance with the **Evaluation Criteria** set forth above. The Negotiation Team shall present the rankings to the City Commission.

Step 3c.: City Commission Review of Final Proposals and Award. During a **public meeting**, the City Commission shall evaluate the final proposals, consider the recommendations of the Negotiation Team, approve the Negotiation Team's ranking or re-rank the proposals, and award a resulting lease to the Respondent or Respondents whose final proposal is in the best interests of the City based on the same **Evaluation Criteria** set forth above or otherwise reject the proposals and cancel this ITN. Prior to the award of any P3 Interim Agreement or Comprehensive Agreement, the City Commission shall make all findings required by section 255.065, Florida Statutes.

The Negotiation Team will complete the final negotiations with the first-ranked Respondent(s) and present the negotiated lease to the City Commission for consideration. If the City Commission is not satisfied with the results of the negotiations with the first-ranked Respondent(s), the City may terminate negotiations with such Respondent(s) and direct the Negotiation Team to negotiate with the second-ranked Respondent(s) and so on. If only one proposal is received by the City and it is not satisfied with the results of the negotiations, the City may terminate the negotiations. Further, the City may, in the alternative, choose to reject all proposals at any point in the process until a lease is awarded and fully executed by the City.

General Guidelines: In an event of a tie in scoring, for the purpose of determining the best value in the award of this ITN where more than one Respondent identifies a preference, the veteran business enterprise preference shall take precedence over the local business preference, and the local business preference shall take precedence over the small business preference.

While the City allows Respondents to specify any desired variances to the ITN terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

The City Manager may engage the City Attorney at any time to provide legal advice, participate in negotiations (non-voting), or otherwise address questions related to legal sufficiency or compliance with applicable laws and this ITN.

14. PROPOSAL FORMAT

Each Respondent shall submit **one (1) original, six (6) copies, and one (1) electronic copy on USB drive of its proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an

appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the proposal should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Respondent in a resulting lease. **Signatures are required where indicated; failure to do so may be cause for rejection of the proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

COVER PAGE

Clearly indicate the Respondent's name address, telephone number, name of contact person, date, and proposal name.

TABLE OF CONTENTS

Tab 1 – Leadership (not to exceed two pages)

Letter of Transmittal and Leadership Response

This letter will summarize in a brief and concise manner the following:

- Entity name, address, telephone, website, email, and fax number (also on **Exhibit “C”**)
- Ownership/organization structure
- Parent company, if applicable
- Names of officers and principals
- The legal status and years of continuous operation
- In-house capabilities and services
- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected, including a summary of relevant experience, accomplishments, and capabilities.
- Indicate whether the proposed project qualifies as a P3 Project or is a Non-P3 Project.
- Respondent's understanding of the ITN and the proposed lease.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The person or entity identified in the Letter of Transmittal will be considered the primary point of contact for the Respondent. The Respondent will need to name the representative authorized to negotiate with the City.
- If more than one person or entity is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed

prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law.

Tab 2 – Restaurant Experience & Qualification of Firm and Key Staff (Exhibit D, and up to 30 additional pages including reference letters)

Respondents shall provide detailed documentation to substantiate its qualifications to operate and manage the restaurant :

- A. Respondent shall provide the details of having a minimum of two (2) years of experience, within the last ten (10) years with successful restaurant management services similar to the services that the City is seeking herein.
- B. Demonstrate a competent record of history of restaurant either managed or leased as verified and supported by references, letters, and other necessary evidence from employers and/or public agencies (Respondents shall provide details of a minimum of two (2) similar restaurants on the form provided (Exhibit “D”, plus 5 additional pages per restaurant) and include whether the restaurant operations of similar facilities was successful and profitable. The details should include the size, location, lease duration, menu offered, improvement costs, and financial details. Please include few photos of the venue.
- C. Demonstrate additional business competency in the following areas:
 1. Basic bookkeeping; posting, preparation of a trial balance, preparation of financial statements, control of cash and bank reconciliation statements.
 2. Salesmanship: Understanding customer needs and tailoring offerings accordingly. Applying effective selling techniques in a hospitality environment. Managing repeat business and building customer loyalty.
 3. Personnel management: guiding and supervising restaurant staff, including hiring, training, scheduling, and addressing performance or conduct issues to maintain efficient, guest-focused operations.
 4. Food Service Operation: Licenses, Safe Serve Certifications, Liquor License etc.

Summarize the name and titles of the management team and key personnel that will be assigned to the management and operations of the restaurant. Resumes of key personnel should be included.

Resumes should not exceed one-page per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

Respondents must submit at least two (2) and no more than five (5) business references in the form of letters detailing their familiarity with the business. Each reference should include the contact person's name and contract information. If accurate information is not provided, the reference may not be accepted or considered.

Tab 3 – Financial Capability (up to 5 pages)

Respondents must demonstrate strong financial capability to make the required improvements to the facility and to operate the restaurant, bar, and on-course food and beverage services

throughout the full lease term. Each proposal shall include a concise summary addressing the following requirements:

- Provide evidence of adequate financial resources such as an established line of credit, working capital evidence, or any other sufficient financial resources to improve, equip and operate the restaurant, bar, and food and beverage cart service throughout the lease period.
- Submit the details of the recent bank statements verifying available capital, include the details of relevant credit line agreements or letters from financial institutions supporting access to operational funds.
- Present a budget outlining projected expenses and sources of funding for the business start-up, improvements, equipment, and continuing operations.
- Five-year operating pro forma, including revenue and expense projections
- Proposed Lease Terms

Respondents shall outline their initial proposed business terms, including:

- Monthly base rent offer
- Explanation of how the proposed terms are supported by market conditions and operational projections.
- Confirmation that the proposed lease term is for less than twenty (20) years, in accordance with City Charter requirements.

Note: The initial proposal must include a high-level summary of the Respondent's financial capability. Only Respondents selected for shortlisting will be required to submit full financial statements and detailed supporting documents.

Tab 4 – Restaurant Concept (maximum 30 pages)

Each Respondent shall submit a complete, detailed, and clearly organized proposal for the Lake Worth Beach Golf Clubhouse Restaurant. The proposal must provide sufficient information for the City to evaluate the Respondent's restaurant concept, operational capability, and overall vision for enhancing the golfer and community dining experience addressing following areas:

1. Restaurant Concept & Vision

Respondents shall provide a comprehensive description of their proposed concept for the Golf Clubhouse Restaurant, including:

- Overall restaurant theme, brand identity, and culinary direction
- Target customer groups (golfers, local residents, families, event patrons, tourists)
- Description of ambiance, décor style, and dining experience
- Unique differentiators or signature elements that distinguish the concept
- How the concept aligns with the heritage and setting of the Lake Worth Beach Golf Club

2. Initial Improvements & Investments

Respondents must provide details on all proposed improvements to the existing restaurant space, including:

- Initial capital improvements (interior upgrades, kitchen equipment, furniture, lighting, bar enhancements, etc.)
- Exterior and patio improvement concepts
- Proposed layout refinements or conceptual floor plans
- Estimated costs for each improvement component
- Proposed schedule for completing all improvements prior to commencement of operations
- Explanation of how improvements will enhance guest experience and increase facility value

3. Proposed Menu & Culinary Program

Each Respondent shall submit:

- A sample core menu with item descriptions and estimated pricing
- A sample breakfast, lunch, and dinner offering tailored to golfers and general diners
- Proposed beverage program including beer, wine, and (if applicable) liquor service
- Healthy food options and grab-and-go items for pace-of-play support
- Catering and banquet menu samples for tournaments, leagues, and special events
- Explanation of sourcing practices (fresh, local, sustainable ingredients, etc.)

4. Operational Plan & Management Approach

Respondents must describe their detailed approach to operating the restaurant and food/beverage cart services, including:

4.1 Daily Operations

- Hours of operation (restaurant, bar, beverage cart)
- Anticipated staffing levels and peak-hour management
- Customer service standards and training programs
- Integration with golf course operations, tournaments, and events

4.2 Staffing & Management Structure

- Organizational chart and roles
- Qualifications for management personnel
- Staff training, certifications, and compliance with food-service safety requirements

4.3 Food & Beverage Cart Service

- Operational model and staffing
- Sample beverage cart menu
- Service frequency and routing plan
- Customer service and pace-of-play integration

4.4 Event & Catering Operations

- Ability to provide catered services for tournaments, leagues, and City events

- Menu options, pricing structure, and service packages
- Coordination with golf course scheduling and City departments

5. Marketing & Community Engagement Plan

Provide strategies for promoting the restaurant to both golfers and the general public:

- Marketing methods (digital, social media, partnerships, onsite promotions)
- Customer engagement strategies to build repeat business
- Collaboration with the City for tourism, community events, and golf programming
- Plan to support tournaments, leagues, and special events

Tab 5 – Veteran Business Enterprise, Small Business and Local Business Preference

Section 2-117 of the City’s Procurement Code shall govern the application of a veteran business enterprise, small business and/or local business preference for this ITN. **Documentation to support a Respondent as a Veteran Owned Business, Small Business and/or Local Business must be submitted with a Proposals in response to the ITN.** Documentation submitted after the proposal deadline will be rejected.

Order and application of preferences. For all preferences set forth in this ITN, only one preference may be identified in response to this ITN.

Tab 6 – Additional Information (Maximum 5 Points)

DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC.

Respondent will provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the Respondent’s proposal in response to this ITN or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such and provide written statement in the document.*

ADDITIONAL CONSIDERATIONS

Identify any additional or unique resources, capabilities, or assets which the Respondent is proposing as part of its project.

ALL COMPLETED FORMS

Respondents must include all completed forms listed as attachments.

PROOF OF LICENSES

Respondent will provide proof of required licenses for the proposed project , which shall include:

- Proof of all applicable licenses for proposed project including proposed operations of the facility (Food, liquor licenses, including registration with State of Florida Division of Corporations, or any other as applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent’s Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

15. RESPONDENT'S REPRESENTATIONS

By submitting a proposal, the Respondent warrants, represents, and declares that:

- A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting lease.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any lease entered into between the City and the Respondent.
- D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.
- F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.
- G. Respondent has carefully and to his/her full satisfaction examined the ITN, the and all required forms, and Respondent has received and read all addenda issued and has included the same in its proposal.

16. PROTESTS

Any actual Respondent who is aggrieved in connection with this ITN may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

17. EXHIBITS

This ITN consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit "A" Lease Details
- B. Exhibit "B" City's Campaign Contribution Statement (must be submitted)
- C. Exhibit "C" Respondent Information Form (must be submitted)
- D. Exhibit "D" Relevant Experience (must be submitted)
- E. Exhibit "E" Drug Free Workplace Form (must be submitted)
- F. Exhibit "F" Scrutinized Companies Certification (must be submitted)
- G. Exhibit "G" Veteran Business Enterprise, Small Business and Local Business Preference Form

- H. Exhibit "H" Affidavit of Compliance with Anti-Human Trafficking Laws (must be submitted).
- I. Exhibit "I" Golf Clubhouse Layout & Photos

18. COMPLIANCE

All proposals received in accordance with this ITN shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal and cite to the applicable Florida Statutes for the information to be deemed exempt and/or confidential. Failure to do so may result in the waiver of such exemption or confidentiality.

19. PUBLIC ENTITY CRIMES

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City for 36 months following the date of being placed on the convicted vendor list.

20. SCRUTINIZED COMPANIES

Each Respondent will be required to certify (**Exhibit "F"**) that it and its intended subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel.

A. Respondent certifies that it and its proposed subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate any resulting contract at its sole option if the Respondent or any of its proposed subcontractors are found to have submitted a false certification; or if the Respondent or any of its proposed subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of a resulting contract.

B. If the resulting contract is anticipated to be for one million dollars or more, the Respondent certifies that it and its proposed subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate a resulting contract at its sole option if the Respondent, or any of its proposed subcontractors are found to have submitted a false certification; or if the Respondent or any of its proposed subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Respondent agrees to observe the above requirements for applicable subcontracts entered into under any resulting contract.

D. The Respondent agrees that the certifications in this section shall be effective and relied upon by the City for this ITN and for the term of any resulting contract, including any and all renewals.

E. The Respondent agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Respondent shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

21. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, the Respondent shall be required to (as applicable):

A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under a resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the Respondent's and subcontractors' new employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under a resulting contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of any resulting contract and provide the same to the City upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of any resulting contract; and,

F. Be aware that if the City terminates a resulting contract under Section 448.095(5)(c), Florida Statutes, the Respondent may not be awarded a contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the contract.

22. COMPLIANCE WITH SECTION 787.06, FLORIDA SECTION (2024)

By signing the lease under this solicitation before a notary public and taking an oath under the penalty of perjury, the Respondent attests and warrants that the Respondent does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

END OF GENERAL INFORMATION

EXHIBIT "A"

ITN#26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

Lease Details

Project Description:

The City of Lake Worth Beach ("City") is seeking competitive, sealed proposals from responsible persons and entities ("Respondents") to commence negotiations regarding offers for a long-term lease of the Lake Worth Beach Golf Clubhouse Restaurant located at One 7th Avenue North, Lake Worth Beach, FL 33460. The City is looking for an experienced and innovative restaurant operator to provide high-quality food and services for patrons of the facility and manage the restaurant and operate the food and beverage cart on the golf course starting May 1, 2027. In addition, the selected Respondent shall provide non-exclusive catering services.

Location and Information

Lake Worth Beach Golf Club is an 18-hole municipal golf course that initially opened to the public in 1926. The golf course is 82 acres, par 71 course that is located in a natural preserve and wetlands setting.

Lake Worth Beach Golf Club has the most magnificent coastal views complimented with its rich history having been est.1926. It's vintage South Palm Beach charm comes from the mature Banyan and other indigenous trees with interesting doglegs and very player friendly design.

The fresh breeze coming off the water of the Intercoastal adds to the experience as we are one of the very few daily fee Par 71 full length golf courses located on the water with great views of the Palm Beach skyline and coast. This is a Palm Beach favorite for all ages and skill levels providing a generous layout offering a score ability that leaves you feeling great about your game.

The full experience of golf and dining is available with the Beach Club Bar and Grill offering full menu options with indoor or beautiful patio seating.

In the past ten years, the Beach Club Bar and Grill restaurant has been operated by the external party and its lease will be completed in early spring 2027. Restaurant re-design and improvements are required for the property and will be the responsibility of the successful Respondent.

Golf Club Statistics:

The following is a three-year average of the golf course operations.

- Annual Round Count; 18-holes: 45,000 – 50,000
- Weekday Golf Leagues: six to eight
- Outings and Tournament Play

Restaurant Details:

The facility comprises 6,077 square feet of fully built-out restaurant space and includes extensive indoor and outdoor dining areas, a commercial kitchen, bar facilities, and customer amenities. The property is positioned along the Intracoastal Waterway, providing exceptional views and a distinctive setting conducive to high-quality dining experiences.

Facility Overview

The premises include a complete restaurant operation designed to support full-service dining and event activity. Interior spaces include a restaurant dining room, a full bar, a commercial kitchen, walk-in refrigerator and freezer, a restaurant/bar office, and various service and support areas. The building also contains men's and women's restrooms and separate locker rooms with shower facilities, all of which are included within the leased premises.

Outdoor Dining and Customer Areas

The restaurant benefits from expansive outdoor seating, including both open-air and covered patio areas. These spaces offer scenic water and golf course views and are directly accessible from the main dining areas through covered breezeways. Outdoor seating forms a significant extension of the restaurant's service capacity and enhances the desirability of the premises for operators seeking an indoor-outdoor dining environment.

Equipment and Infrastructure

The facility is equipped with core operational systems necessary for restaurant service, including:

- Walk-in cooler and freezer units
- Ice makers
- Kitchen ventilation and exhaust infrastructure
- HVAC air handlers and compressors
- Fire suppression and alarm systems
- Electrical distribution panels and hot water heaters

These systems are included in the lease and provide a ready-to-operate foundation for the successful proposer.

Customer Facilities

The premises include on-site restrooms as well as locker rooms with showers, supporting both restaurant patrons and golf course users. These areas are fully integrated into the leased space and available for tenant use as part of daily operations.

Occupancy

The maximum occupancy for the indoor restaurant is 187.

General Expectations

The City is aware that the food and beverage experience is extremely important to the overall success of the golf course operation. The City is seeking an organization or individual to create a comfortable, inviting, and family-friendly environment for customers and clientele to enjoy. As a public facility, the Golf Club needs to balance the right to public access with the high standards of service expected by its customers. The selected Respondent must ensure that patrons and visitors to Lake Worth Beach Golf Club receive outstanding customer service, whether in the

clubhouse or on the golf course. Customers of the Golf Club are looking for a wide variety of fare. The City seeks a partner that will provide a diverse culinary menu with traditional pub/café/grill items along with healthy and current menu options. Food and beverage service is expected to be at the level of quality of a golf club restaurant. In addition, the expectation is that the food and beverage services contractor shall have the capability to provide a diverse culinary menu for contracted catering events. The Respondent is expected to also coordinate with the Golf Course in creating competitive tournament/outing food and beverage pricing options.

Description of Operations

The selected Respondent will operate the restaurant as a stand-alone operation at the Lake Worth Beach Golf Course. Located inside the Clubhouse, the pub/restaurant amenities include: restaurant area, outside patio area, bar, and a cooking kitchen. In addition, the selected Respondent shall have the opportunity to contract catering operations when chosen by the client or City for events to be held in and around the clubhouse.

Operating Hours/Times

The selected Respondent shall operate the pub/restaurant during normal golf course operating hours, 365 days per year/7 days per week. The Golf Course will remain closed during the Christmas holiday. These services shall include breakfast, lunch, beverage, snacks, and dinner-related services geared towards the clientele.

At a minimum, the pub/restaurant shall be open for operation during the following times and hours:

Service for the course:	6:30am – 10:00pm weekday/11:00pm weekend
Beverage cart:	10:00am – 5:00pm winter season/ 6:00pm summer
Dinner and after hours' events:	up to 11:00pm (Banquet facilities hours will vary)

The City may allow later closing hours for certain special events. From time to time, the City and Respondent may agree on different operating hours based on course closure, weather, or other unforeseen events. The City closes the golf course for turf maintenance from time to time. Most closures are half day/9-holes at a time, but some full day closures happen. During the summer, the course may close at times for capital improvement projects.

Understanding that perception plays a big part in the success of a food and beverage operation, and for consistency of public, non-golf-related use of the restaurant, the City encourages the selected Respondent to remain open when the golf course might be closed for minor lengths of time.

Respondent shall submit their planned restaurant operating hours with their Proposal. The selected Respondent shall work in good faith with the City to ensure that the final opening/closing hours meets the needs of the Clubhouse and the golf course patrons.

Exclusive Rights

The selected Respondent shall be the only person or company permitted to operate the pub/restaurant and on-course beverage cart at Lake Worth Beach Golf Club. The selected Respondent shall have the non-exclusive right to provide catering services at the golf club. Such catering services must be coordinated through the City.

The selected Respondent shall be the only vendor allowed and authorized to sell or offer alcoholic beverages on the premises.

Facility Alterations

At the beginning of the lease selected Respondent will be required to make necessary improvements to the restaurant facilities.

At during the term of the lease, the selected Respondent may suggest improvements, alterations, changes and modifications to the design and or function of the restaurant. No alterations or changes will be permitted without the written permission of the City. Any improvements, design changes or alterations shall be paid for by the selected Respondent, and such changes or alterations shall become the immediate property of the City upon completion.

No décor shall be added to the walls or areas of the pub without the written permission of the City. This includes promotional signage, alcohol advertisements, neon signs, and other paraphernalia.

City Responsibilities

The City is accountable for several contractual duties concerning pub/restaurant operations:

Maintain and repair:

- Responsible for roof repairs
- Outside walls (excluding storefronts)
- Electrical outside the premises that serve the golf course and pro-shop.
- Maintaining security systems
- Conducting structural repairs except those caused by the selected Respondent or otherwise the responsibility of the Respondent as set forth in the ITN.
- Prohibiting daily golfers and other guests from bringing coolers with food or beverages onto the course, except for events, rentals, or patrons with valid health reasons needing minimal snacks.
- Janitorial services for the pro shop, golf operations offices, and locker rooms.

Maintain common areas (landscaping, parking, walkways, lighting, signage, security, etc.)

Selected Respondent's Responsibilities

The selected Respondent must fulfil these contractual obligations regarding pub/restaurant operations:

- At their own expense, repair, replace, and maintain the Premises, including walls, storefronts, ceilings, floors, and all electrical, plumbing (including grease traps), mechanical, fire protection, life safety, sprinkler, exhaust hoods, filtering device, and HVAC systems serving only the tenant premises/club house
- Managing garbage pickup services
- Maintain exit signs, emergency lights and fire extinguishers
- Weekly cleaning and sanitation of dumpster area
- Acquire and operate a new on-course food and beverage cart.
- Handle repairs for all restaurant kitchen equipment and replace items once they reach the end of their useful life or sustain irreparable damage.
- Pay all telephone bills associated with the restaurant.

- Furnish all food preparation and service items.
- Obtain and pay for the alcohol license.
- Cover 100% of garbage pickup with weekly cleaning and sanitation of dumpster area
- Repair facility components/buildings damaged due to their use when deemed outside normal wear and tear by the City.
- Bear any costs related to items not specifically listed in the Contract.
- Follow the special event permitting process, submit applications for all events utilizing the golf course outside of the restaurant (such as weddings, birthdays, and large gatherings), and provide the Golf Manager with a calendar of requested events for approval.
- Maintain, clean and repair the patio area

Additionally, the Respondent is liable for expenses connected to pub/restaurant operations, including:

- Janitorial services and bathroom supplies for the Clubhouse, bathrooms, banquet hall, restaurant and lobby.
- Paying all taxes related to the pub/restaurant and the on-course food and beverage cart.
- Pest control for the entire clubhouse building.
- Covering electricity & water charges for the club house.
- Daily garbage service and dumpster rental.
- Supplying gas/propane/liquefied petroleum gas for the kitchen.
- Grease trap cleaning and compliance, odor control, ADA Compliance and food-service compliance with Health Department Rules.
- Inspecting and maintaining fire suppression/hood equipment.

Other Considerations

The selected Respondent shall work as the City's partner to advertise and market the restaurant and golf club to ensure its successful operations. The City and selected Respondent shall both make good faith and reasonable efforts to find ways to solicit and encourage patronage of the restaurant and the general golfing facilities.

Marketing plans and non-restaurant events shall be discussed by both parties to the lease to find ways to generate business for the Clubhouse and ensure that the projected revenues for the facilities are met. The selected Respondent should not expect that the City will carry the financial cost for promoting and marketing the restaurant.

The City may, at its discretion, on an event-by-event basis, utilize the selected Respondent to provide food and beverage services for special events held in the banqueting hall or elsewhere on the golf course.

The primary responsibility of the selected Respondent will be to deliver food and beverage services to regular patrons of the golf club. Should a private or catering event take place at the clubhouse, the Respondent is required to coordinate with the City and ensure that City golf patrons retain access.

End of Lease Details

EXHIBIT "B"

ITN # 26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

CITY CAMPAIGN CONTRIBUTION STATEMENT

This ITN is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.

- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

Respondent to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting lease with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$ _____ to my campaign.
 _____ contributed a total of \$ _____ to my campaign.
 _____ contributed a total of \$ _____ to my campaign.
 _____ contributed a total of \$ _____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting lease with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 202__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

EXHIBIT "C"

ITN # 26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

RESPONDENT INFORMATION PAGE

Person/Entity Name: _____

Authorized
Signature:

Signature

Print Name

Title: _____

Physical
Address:

Street

City State Zip Code

Telephone: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Respondent

EXHIBIT "E"

ITN # 26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Print Name

Position

EXHIBIT "F"

ITN # 26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum and Terrorism Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

RESPONDENT/CONTRACTOR:

By: _____
Name: _____ [Corporate Seal]
Title: _____

STATE OF _____
(COUNTY OF _____)

The foregoing certification regarding the Scrutinized Companies Certification Form was acknowledged before me by means of physical presence or online notarization on this ____ day of _____, 2026, by _____, as the _____ [title] of _____, A _____, which is authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification.

Notary Public Signature

Notary Seal:

EXHIBIT "G"

ITN # 26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this ITN.

The undersigned Respondent, hereby claims the following preference:

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted in response to the ITN and attached to this form. Documentation submitted after the ITN deadline will be rejected.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting lease with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

EXHIBIT "H"

ITN # 26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

Affidavit of Compliance with Anti-Human Trafficking Laws

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of _____ ("Vendor") and swear or affirm that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalty of perjury, I hereby declare swear or affirm that the above state facts are true and correct.

[Corporate Seal]

By: _____
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 202_, by _____, as the _____ [title] of _____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind [_____] to the same.

Notary Public Signature

Notary Seal:
My Commission expires: _____

EXHIBIT "I"

ITN # 26-101 LAKE WORTH BEACH GOLF CLUBHOUSE RESTAURANT LEASE

Property Layout & Photos

DRAFT

LIFE SAFETY LEGEND

SYMBOL	DESCRIPTION
[Symbol]	...FIRE ALARM PULL STATION
[Symbol]	...FIRE ALARM SILENCING UNIT
[Symbol]	...FIRE ALARM SILENCING UNIT
[Symbol]	...CEILING SMOKE DETECTOR
[Symbol]	...CEILING HEAT DETECTOR COMBINATION FUSED TEMP/ RATE OF RISE W/ TEMP AS INDICATED
[Symbol]	...EXISTING EXIT LIGHT
[Symbol]	...EXISTING EXIT LIGHT WITH DIRECTIONAL ARROW
[Symbol]	...NEW EXIT LIGHT
[Symbol]	...NEW EXIT LIGHT WITH DIRECTIONAL ARROW
[Symbol]	...FIRE EXTINGUISHER CABINET
[Symbol]	...WALL MOUNTED FIRE EXTINGUISHER
[Symbol]	...FIRE EXTINGUISHER/ FIRE HOSE CABINET
[Symbol]	...FIRE EXTINGUISHER/ FIRE HOSE CABINET
[Symbol]	...EGRESS LIGHTING ON LIFE SAFETY CIRCUIT
[Symbol]	...FIRE SPRINKLER HEAD

NOTES:

1. NOT ALL SYMBOLS ARE USED ON THIS SHEET
2. COORDINATE WITH MECHANICAL AND ELECTRICAL

PLUMBING REQUIREMENTS

MINIMUM PLUMBING FEATURES REQUIRED (SPC 1994, CHAPTER 4, TABLE 401, P.80)

SPC CHAPTER 4, PARAGRAPH 401.1, PAGE 23:
 MINIMUM NUMBER OF FIXTURES, PLUMBING FIXTURES SHALL BE PROVIDED FOR THE TYPE OF OCCUPANCY AND IN THE MINIMUM NUMBER SHOWN IN TABLE 401.1. TYPES OF OCCUPANCIES NOT SHOWN IN TABLE 401.1 SHALL BE CONSIDERED PROXIMATELY BY THE CODE OFFICIAL. THE NUMBER OF OCCUPANTS SHALL BE DETERMINED BY THE BUILDING CODE. OCCUPANCY CLASSIFICATION SHALL BE DETERMINED IN ACCORDANCE WITH THE BUILDING CODE.

SPC CHAPTER 4, PARAGRAPH 401.3, PAGE 24:
 NUMBER OF OCCUPANTS OF EACH SEX. THE REQUIRED WATER CLOSETS, LAVATORIES, AND SHOWERS OR BATHS SHALL BE DISTRIBUTED EQUALLY BETWEEN THE SEXES BASED ON THE PERCENTAGE OF EACH SEX ANTICIPATED IN THE OCCUPANT LOAD. THE OCCUPANT LOAD SHALL BE COMPOSED OF SOME OF EACH SEX, UNLESS STATISTICAL DATA APPROVED BY THE CODE OFFICIAL INDICATE A DIFFERENT DISTRIBUTION OF THE SEXES.

OCCUPANCY LOAD = 293 (147 MALE AND 146 FEMALE)
 MAIN CLUBHOUSE = 243 (121 MALE AND 121 FEMALE)
 PRO SHOP = 50 (25 MALE AND 25 FEMALE)

OCCUPANCY	WATER CLOSETS	LAVATORIES	BATH / SHOWER	D.F.	SERVICE
	MALE	FEMALE	1 PER 200	1 PER 100	SINKS
RESTAURANT	2	2	2		1

LIFE SAFETY DATA

APPLICABLE CODES:

- STANDARD BUILDING CODE (SBC), 1997 EDITION, WITH ALL AMENDMENTS AND REVISIONS ADOPTED BY THE CITY OF LAKE WORTH, FLORIDA BUILDING DEPARTMENT.
- STANDARD PLUMBING CODE (SPC), 1994 EDITION, WITH ALL AMENDMENTS AND REVISIONS ADOPTED BY THE CITY OF LAKE WORTH, FLORIDA BUILDING DEPARTMENT.
- STANDARD MECHANICAL CODE (SMC), 1997 EDITION, WITH ALL AMENDMENTS AND REVISIONS ADOPTED BY THE CITY OF LAKE WORTH, FLORIDA BUILDING DEPARTMENT.
- NATIONAL ELECTRIC CODE (NEC), 1993 WITH ALL AMENDMENTS AND REVISIONS ADOPTED BY THE CITY OF LAKE WORTH, FLORIDA BUILDING DEPARTMENT.
- NATIONAL FIRE CODE, 1997 EDITION.
- LIFE SAFETY CODE (NFPA 101), 1997 EDITION.

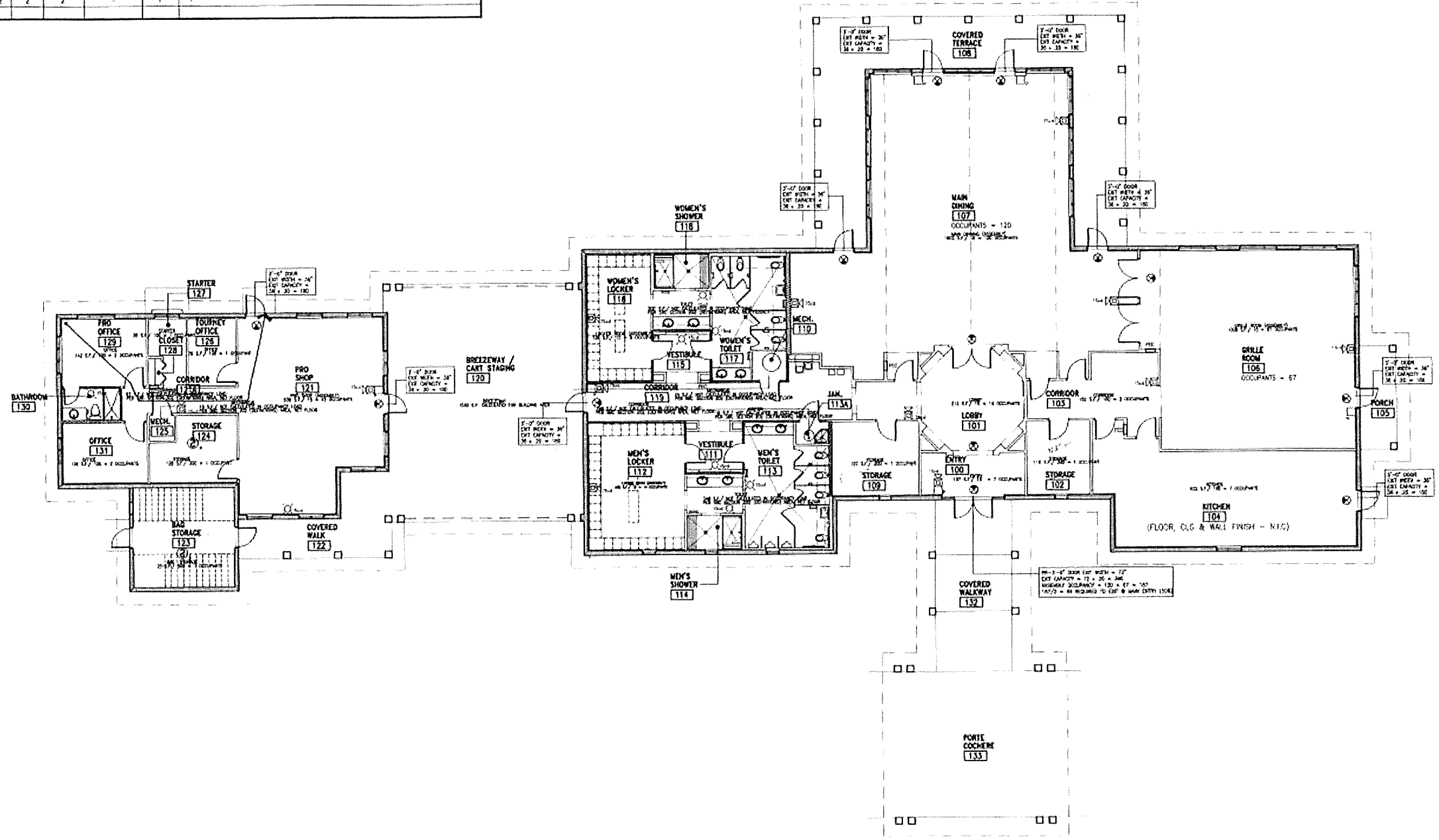
OCCUPANCY TYPE: GROUP A (GROUP A2 - SMALL ASSEMBLY)
 CONSTRUCTION TYPE: TYPE V - UNPROTECTED - SPRINKLERED
 OCCUPANT LOAD: 293 PERSONS

BUILDING AREA CALCULATIONS:

MAIN :	6,077 G.S.F.
BREEZEWAY :	1,030 G.S.F.
PROSHOP :	1,828 G.S.F.
TOTAL :	9,233 G.S.F.

MAX. BUILDING HEIGHT: 36 FT.

NOTE: AREAS SHOWN FOR LIFE SAFETY CALCULATIONS ONLY



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 Architects and Planners, Inc.
 (561) 565-2700
 Member AIA Established 1961
 License No. AAC 050020
 2700 Park Street
 Lake Worth
 Florida 33460

LAKE WORTH
 FLORIDA

Lake Worth Municipal
 Golf Course
 Clubhouse

Lake Worth
 Florida

Seal:

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Consultant:

Key Plan:

Sheet Title:

Property Photos







DRAFT



DRAFT















DRY