

RESOLUTION NO. 2011 - 266

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 11-81 AND TO EXECUTE AN AGREEMENT WITH HERO'S 19TH HOLE FOR OPERATION & MANAGEMENT OF RESTAURANT FACILITY AT ST. JOHNS GOLF COURSE.

RECITALS

WHEREAS, the County desires to enter into a contract with Hero's 19th Hole to provide food and beverage services at the restaurant facility at St. Johns Golf Course; and

WHEREAS, the scope of the project shall consist of the provision of food and beverage services, operation and management of the restaurant facility and catering services for County and Concessionaire coordinated events; and

WHEREAS, through the County's formal RFP process, Hero's 19th Hole was the only respondent to the Request for Proposals; and

WHEREAS, under this contract, Hero's 19th Hole shall pay to the County a fixed rental fee of one thousand eight hundred dollars (\$1800.00) per month as well as any amount over six hundred twenty five dollars (\$625.00) for utilities, and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, and incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1: The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2: The County Administrator, or designee, is hereby authorized to award a contract under RFP No. 11-81 to Hero's 19th Hole.

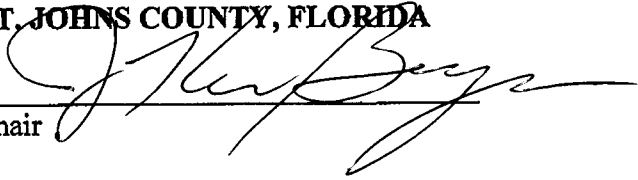
Section 3: The County Administrator, or designee, is further authorized to execute the attached Contract with Hero's 19th Hole on behalf of the County for the operation and management, and food and beverage services as specifically provided in RFP No 11-81.

Section 4: To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of September, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Chair



ATTEST: Cheryl Strickland, Clerk

By: Ram Halteman
Deputy Clerk



RENDITION DATE 9/22/11



**MASTER CONTINUING CONTRACT
RFP No: 11-81; Operation & Management of
Restaurant Facility at St. Johns Golf Club
Master Contract #: 11-MCC-HER-02244**

This Contract Agreement is made as of this ____ day of _____, 2011, by and between **St. Johns County, FL, 500 San Sebastian View, St. Augustine, FL 32084**, hereinafter referred to as the "COUNTY", and **Hero's 19th Hole**, authorized to do business in the State of Florida, hereinafter referred to as the "CONCESSIONAIRE", whose address is 3383 Lighthouse Pointe Lane, Jacksonville, FL 32250, Phone (904) 249-0761 and Email: mlndcook@aol.com.

In consideration of the mutual promises contained herein, the COUNTY and the CONCESSIONAIRE agree as follows:

ARTICLE 1 – DURATION and EXTENSION

1.1 The duration of this Contract Agreement shall be for a period of three (3) years beginning on September 26, 2011, and shall end at 11:59 p.m. Eastern Standard Time on September 25, 2014.

1.2 This Contract Agreement may be for up to a maximum of four (4) one (1) year renewal periods, upon satisfactory performance by the CONCESSIONAIRE and mutual agreement by both parties. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONCESSIONAIRE has satisfactorily performed the Scope of Services noted elsewhere in the Contract Documents.

ARTICLE 2 - SERVICES

2.1 The CONCESSIONAIRE's responsibility under this Contract Agreement is to provide food and beverage services as well as operating and managing the restaurant facilities at the St. Johns Golf Club located at 4900 Cypress Links Blvd, Elkton, Florida, 32033, in accordance with the Contract Documents, attached hereto and incorporated herein by this reference. The Contract Documents shall include the following: (1) this Contract Agreements and any Amendments hereto; (2) the RFP Documents and Forms; (3) all Exhibits, Attachments, and Addenda; (4) Specifications; (5) all Field Orders; (6) all Change Orders; and (7) and other amendments or modifications hereto executed by the parties.

2.2 The CONCESSIONAIRE shall perform and complete the Work specifically set forth in the Contract Documents and detailed in **Exhibit "A"** attached hereto.

2.3 Services by the CONCESSIONAIRE shall be provided at the general direction of Wes Tucker, St. Johns County Director of Golf, St. Johns County Recreation & Parks Department, or an authorized St. Johns County designee, who shall act as the County's representative for the duration of this Contract Agreement.

ARTICLE 3 - SCHEDULE

The COUNTY and the CONCESSIONAIRE shall mutually approve each schedule. No work shall be performed under any alternate schedule without prior written authorization by the County.

ARTICLE 4 – RENTAL PAYMENTS/MENU PRICING

4.1 CONCESSIONAIRE shall make timely monthly payments as Rental Payments to the COUNTY, in applicable amounts as set forth the in the Price Schedule, attached hereto as Exhibit C, and incorporated herein by this reference. The fixed monthly rental fee of one thousand eight hundred dollars and no cents (\$1,800.00) shall be paid to the COUNTY each month by no later than the fifteenth (15th) day. A late fee of twenty one dollars and no cents (\$21.00) shall be

imposed by the County per day starting on the sixteenth (16th) day of each month that CONCESSIONAIRE fails to make timely Rental Payments.

4.2 Although there is no payment form or format pre-approved by either the COUNTY, or the CONCESSIONAIRE, payments submitted by the CONCESSIONAIRE shall include a detailed written report of the work accomplished in connection with the Scope of Work as specifically set forth in Exhibit A, attached hereto and incorporated herein by this reference. The COUNTY may request additional documentation/information regarding any monthly payment submitted by the CONCESSIONAIRE.

4.3 CONCESSIONAIRE's failure to make timely Rental Payments to the County shall serve as cause to terminate this Contract Agreement by the COUNTY.

4.4 Unless otherwise notified, Rental Payments should be submitted to:

St. Johns County Parks and Recreation Department
Wes Tucker, Director of Golf
4900 Cypress Links Blvd
Elkton, FL 32033

4.5 **FINAL PAYMENT:** In order for both parties herein to close their books and records, the CONCESSIONAIRE shall clearly state "final payment" on the CONCESSIONAIRE's final/last payment to the COUNTY. This indicates that all Services have been performed in accordance with the Contract Documents and all charges and costs have been invoiced, and that the corresponding payments have been submitted to the COUNTY and that there is no further work to be performed under this Contract Agreement.

4.6 The approved Menu Pricing set forth in Attachment 1, attached hereto and incorporated herein by this reference, shall remain firm throughout the duration of this Contract Agreement unless otherwise authorized by the St. Johns County Director of Golf and the St. Johns County Purchasing Director at the time of any one (1) of the available extensions of this Contract Agreement. Such Menu Pricing shall not be modified at anytime during the term of this Contract Agreement without prior written authorization by the St. Johns County Director of Golf and the St. Johns County Purchasing Director.

4.7 Should CONCESSIONAIRE make any request for an increase in menu pricing, such increase shall not exceed the previous twelve (12) month Consumer Price Index (CPI).

4.8 Approval of any increases in menu pricing shall be at the sole discretion of the County.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

5.1 The signing of this Contract Agreement by the CONCESSIONAIRE shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine any payments provided for under this Contract Agreement are accurate, complete and current as of the effective date of the Contract Agreement.

5.2 The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The COUNTY may exercise its rights under this Article within eighteen (18) months following final payment.

ARTICLE 6 - TERMINATION

6.1 **Termination for Cause.** This Contract Agreement may be terminated with cause, upon either the COUNTY or the CONCESSIONAIRE providing at least seven (7) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

6.2 **Termination Without Cause.** This Contract Agreement may be terminated by either the COUNTY or the CONCESSIONAIRE without cause by providing at least sixty (60) days advance written notice to the other

party of such notice of termination without cause.

6.3 Upon receipt of a notice of termination of this Contract Agreement, except as otherwise directed by the COUNTY, the CONCESSIONAIRE shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders related to the performance of the terminated work;
- C. Transfer all work in process, completed work, and materials related to the terminated work to the COUNTY; and
- D. Continue and complete all parts of the Work that has not been terminated.

ARTICLE 7 – NOTICE OF DEFAULT, RIGHT TO CURE

7.1 Should either party default (fail to perform) under the terms of this Contract Agreement, the non-defaulting party shall provide written notice to the defaulting party, which notice shall include a timeframe of no fewer than thirty calendar (30) days in which to cure the default. In the event the defaulting party fails to cure the Default within the timeframe provided in the original Notice of Default (or any such other amount of time mutually agreed upon by the parties in writing), the non-defaulting party may exercise any or all of its administrative or legal remedies.

7.2 Upon the occurrence of an event of Default or of any other breach or violation of this Contract Agreement, the other party, after giving notice and allowing the defaulting party the opportunity to cure as provided elsewhere in this Agreement, may at any time during the continuance of any default:

- a.) terminate this Contract Agreement for cause; and
- b.) utilize any and all other remedies now or hereafter existing under the common law or statutory law of the State of Florida.

7.3 All remedies granted hereunder shall be cumulative and not exclusive.

ARTICLE 8 - PERSONNEL

8.1 The CONCESSIONAIRE represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services noted in the Contract Documents. Any such personnel shall not be employees, agents, officials, servants, or subcontractors of the COUNTY.

8.2 All of the Services noted in the Contract Documents shall be performed by the CONCESSIONAIRE, or under the supervision of the CONCESSIONAIRE. All personnel engaged in performing the Services noted in the Contract Documents shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.

8.3 Any changes or substitutions in the CONCESSIONAIRE's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

8.4 The CONCESSIONAIRE warrants that all Services noted in the Contract Documents shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 9 - SUBCONTRACTING

9.1 In light of the scope and rationale for this Contract Agreement, the CONCESSIONAIRE shall not subcontract any portion of the Services as described in the Contract Documents without the express, prior written approval of the COUNTY. Notwithstanding any other provision, term, or condition, should the CONCESSIONAIRE subcontract any portion of said Services, without such prior written approval by the COUNTY, then such action on part of the

CONCESSIONAIRE shall result in cause for automatic termination of this Contract Agreement without further notice or action required on the part of the COUNTY.

9.2 The COUNTY expressly reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform the Work as described in the Contract Documents. The CONCESSIONAIRE is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

9.3 In the event that a subcontractor fails satisfactorily perform, the CONCESSIONAIRE shall take prompt action to replace said subcontractor subject to prior written approval by the COUNTY.

ARTICLE 10 - FEDERAL AND STATE TAX

10.1 In accordance with Local, State, and Federal law, the COUNTY is exempt from the payment of Sales and Use Taxes. The COUNTY shall execute a tax exemption certificate submitted by the CONCESSIONAIRE. The CONCESSIONAIRE shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the COUNTY and by the CONCESSIONAIRE that the CONCESSIONAIRE shall not be authorized to use the COUNTY's Tax Exemption status in any manner.

10.2 The CONCESSIONAIRE shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONCESSIONAIRE's performance under this Contract Agreement.

ARTICLE 11 - PERMITS AND LICENSES

To the extent that the CONCESSIONAIRE needs to secure, obtain/acquire, and maintain permits and/or licenses, in order to perform the Services as described in the Contract Documents, then the CONCESSIONAIRE shall be responsible for securing, obtaining/acquiring, and maintaining, at the CONCESSIONAIRE's sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance. Specifically, the CONCESSIONAIRE shall be required to secure, obtain/acquire, and maintain for the duration of this Contract Agreement, any, and all, permits, licenses, and approvals that are required for, or associated with, performance under this Contract Agreement.

ARTICLE 12 - INSURANCE

12.1 The CONCESSIONAIRE shall acquire and provide proof of the insurance coverage described below prior to the execution of this Contract Agreement. Such coverage shall be maintained by the CONCESSIONAIRE for the duration of this Contract Agreement. CONCESSIONAIRE shall provide the COUNTY no less than thirty (30) days prior notice of any changes to or cancellation of insurance coverage. Failure by CONCESSIONAIRE to provide such notice shall constitute cause for automatic termination of this Contract Agreement without further notice or action required on the part of the COUNTY.

12.2 Insurance Requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury, advertising injury and property damage. This shall include coverage for:
 1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
 5. Participant Legal Liability
 6. Medical Expenses

c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:

1. Owned autos
2. Hired autos
3. Non-owed autos

d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

e) Liquor Liability Insurance shall provide minimum limits of liability of \$1,000,000 per occurrence, \$3,000,000 aggregate.

12.3 Special Requirements:

a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:

1. St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.
2. RFP No: 11-81; SJC Golf Club Concessionaire shall be specified in the notes area of the certificate.
3. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.

b) It is the responsibility of the Concessionaire to insure that all subcontractors comply with all insurance requirements.

c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

12.4 In the event of unusual circumstances, the County Administrator of his designee may adjust these insurance requirements.

ARTICLE 13 - INDEMNIFICATION

To the extent permitted by law, the CONCESSIONAIRE shall indemnify, defend and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct, or omission of the CONCESSIONAIRE, its officers, employees, subcontractors, or authorized representatives, with respect to, or associated with the CONCESSIONAIRE's performance under this Contract.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONCESSIONAIRE each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as otherwise provided, neither the COUNTY nor the CONCESSIONAIRE shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONCESSIONAIRE. Should either the COUNTY or the CONCESSIONAIRE, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONCESSIONAIRE, shall result in the automatic termination of this Contract Agreement, without further notice or action required on the part of the other party.

ARTICLE 15 - CONFLICT OF INTEREST

CONCESSIONAIRE represents and warrants to the COUNTY that the CONCESSIONAIRE has not employed

or retained any elected official, officer or employee of the COUNTY in order to secure this Contract Agreement. Moreover, the CONCESSIONAIRE represents and warrants to the COUNTY that the CONCESSIONAIRE has not paid, or offered to pay or agreed to pay any person any fee, commission, percentage, brokerage fee, incentive fee or gift of any kind contingent upon or in connection with securing and executing this Contract Agreement.

ARTICLE 16 - EXCUSABLE DELAYS

The CONCESSIONAIRE shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONCESSIONAIRE's control and without the CONCESSIONAIRE's fault or negligence. Such cases may include, but are not limited to: acts of nature; acts of commission or omission on the part of the COUNTY, which result in the breach or violation of this Contract by the CONCESSIONAIRE; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONCESSIONAIRE to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONCESSIONAIRE and is without the fault or negligence of either of them, the CONCESSIONAIRE shall not be deemed to be in default.

Upon the CONCESSIONAIRE's request, the COUNTY shall consider the facts and extent of any delay in performing the Work and, if the CONCESSIONAIRE's failure to perform was without the CONCESSIONAIRE's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised and/or adjusted accordingly subject to the COUNTY's right to change, terminate, or stop any or all of the Services noted in the Contract Documents at any time.

ARTICLE 17 - ARREARS

The CONCESSIONAIRE shall not pledge the COUNTY's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONCESSIONAIRE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement. It is expressly understood that under this Contract Agreement, the CONCESSIONAIRE has no authority to bind the COUNTY (either legally or equitably), for any action or service, whether or not noted in this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONCESSIONAIRE shall deliver to the COUNTY for the COUNTY's approval and acceptance, all documents and materials prepared by and for the COUNTY under this Contract Agreement. The delivery to, and acceptance by, the COUNTY, of all required documents and materials must be achieved prior to the CONCESSIONAIRE being eligible for final payment of any amounts due under this Contract Agreement.

To the extent permitted by law, all written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONCESSIONAIRE and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the COUNTY's expense, shall be and remains the COUNTY's property and may be reproduced and reused at the sole discretion of the COUNTY.

Notwithstanding the provision above, or any other provision contained in this Contract Agreement, the COUNTY and the CONCESSIONAIRE shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 19 - INDEPENDENT CONCESSIONAIRE RELATIONSHIP

The CONCESSIONAIRE is, and shall be, in the performance of all Work, Services and activities under this Contract Agreement, an independent concessionaire, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the Work or Services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the CONCESSIONAIRE's sole direction, supervision, and control.

The CONCESSIONAIRE shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the CONCESSIONAIRE's relationship and the relationship of its employees to the COUNTY shall be that of an independent concessionaire and not as employees or agents of the COUNTY. The CONCESSIONAIRE does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract Agreement.

ARTICLE 20 - CONTINGENT FEES

The CONCESSIONAIRE warrants that the CONCESSIONAIRE has not employed or retained any company or person, other than a bona fide employee working solely for the CONCESSIONAIRE to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONCESSIONAIRE, any fee, commission, percentage, gift, or any other consideration contingent upon, or resulting from, the award, or making of, this Contract Agreement.

ARTICLE 21 - ACCESS AND AUDITS

The CONCESSIONAIRE shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The COUNTY shall have access to such books, records, and documents as required under this Contract, for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice. Additionally, the COUNTY shall have the right to examine, review, inspect, and/or audit the books, records, documents, and correspondence, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract Agreement. It is specifically noted that the CONCESSIONAIRE is under no duty to provide access to documentation, not related to this Contract, or is otherwise protected by Local, State, or Federal law.

ARTICLE 22 - NONDISCRIMINATION

The CONCESSIONAIRE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONCESSIONAIRE agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONCESSIONAIRE.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONCESSIONAIRE hereby represents and warrants that it has and will continue to maintain throughout the duration/term of this Contract, all permits, licenses, and/or approvals required to conduct its business, and that it will at all

times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

Both the County and the CONCESSIONAIRE acknowledge that this Contract constitutes the complete agreement and understanding of the parties.

Further, both the COUNTY and the CONCESSIONAIRE acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement (other than termination, as noted elsewhere in this Contract) shall be in writing, and shall be executed by duly authorized representatives of both the COUNTY, and the CONCESSIONAIRE.

ARTICLE 28 - FLORIDA LAW AND VENUE

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

ARTICLE 29 - ARBITRATION

The COUNTY is under no obligation to accept arbitration (either binding or non-binding) as a remedy or resolution for any disputes, breaches, violations, and/or failures associated with any Services noted in the Contract Documents.

ARTICLE 30 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: Joe Burch, St. Johns County Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONCESSIONAIRE shall be mailed to:

Hero's 19th Hole
Attn: Melinda Cook, Owner
3383 Lighthouse Pointe Lane
Jacksonville, FL 32250

ARTICLE 31 - HEADINGS

All Articles and descriptive headings of Articles noted in this Agreement are inserted for the convenience of the parties only, and shall not affect or control the interpretation of this Agreement.

ARTICLE 32 - ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE 33 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONCESSIONAIRE explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 34 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONCESSIONAIRE may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 35 – SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONCESSIONAIRE have executed this Contract on the day and year below noted.

[Remainder of Page Intentionally Left Blank]

ST. JOHNS COUNTY, FL

CONCESSIONAIRE

BY: _____
Joe Burch, St. Johns County Purchasing Director

BY: Hero's 19th Hole

Date of Execution

CONCESSIONAIRE Representative Signature

LEGALLY SUFFICIENT:


Assistant County Attorney

Printed Name & Title

8/17/11
Date of Execution

Date of Execution

WITNESS:

**ATTEST
CLERK OF COURT:**

Witness' Signature

Deputy Clerk

Printed Name & Title

Date of Execution

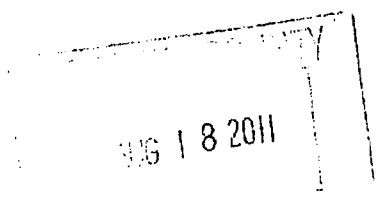

A rectangular notary seal stamp with a double-line border. The text inside the seal reads "AUG 18 2011".

EXHIBIT "A"

RFP NO: 11-81; Operation & Management of Restaurant Facility at St. Johns Golf Club

SCOPE OF WORK

Services

1. Supply a menu of a variety of hot and cold food and beverage items for customers at the St. Johns Golf Club. The menu provided shall be approved by the County prior to award of the contract. Any changes to the menu at any time, including specials, new items and removal of items shall be approved by the St. Johns County Director of Golf prior to the implementation of any changes.
2. Perform any and all preparation of food and beverage items from the menu for customers at the restaurant facility. No aspect of the food and beverage services required under this contract may be sub-contracted by the Contractor. Preparation of food and beverages shall be as ordered by the customers, and in compliance with any and all applicable local, state and federal health codes.
3. Take payment for and serve ordered food and beverage items to customers in the interior and exterior seating areas of the restaurant facility. The Concessionaire shall determine if wait staff will be used to serve food and beverages to customers or if counter pickup will be used for customers to retrieve their orders.
4. Supply alcoholic beverages including beer, wine and liquor to offer a variety of alcoholic drinks to customers in the restaurant facility as well as through the beverage cart(s) on the golf course. The beverage carts shall not carry or sell glass containers for beverages on the golf course.
5. Perform bussing services for the entire restaurant facility including the interior and exterior seating areas, and cleaning services for the entire restaurant facility including tables/eating areas, food preparation areas, concession storage areas, entrance areas, etc. The Concessionaire shall maintain a clean and hygienic operation that complies with any and all applicable local, state and federal health codes, and reflects positively on the County.
6. Provide a variety of beverage and snack items to customers on the golf course with a minimum of one (1) beverage cart with the necessary staff to man the beverage cart every day the Golf Club is open for business (see hours of operation). The beverage cart shall be on the golf course no later than 9am until close every day. It will be determined by the St. Johns County Director of Golf when weather conditions prevent beverage carts from being run on the golf course.

Menu/Pricing

The Concessionaire may offer alternate or new menu items, specialty dishes or beverages, and/or different menus altogether as long as it is approved by the St. Johns County Director of Golf prior to the changes being implemented. The menu pricing approved and established at the beginning of the contract shall remain firm throughout the duration of the contract unless previously approved by the St. Johns County Director of Golf and the St. Johns County Purchasing Director at the time of any one (1) of the available extensions. If any increase in menu pricing is requested, it shall not exceed the previous twelve (12) months CPI, and may be denied at the sole discretion of the County.

Concessionaire Coordinated Events

The Concessionaire will have the opportunity to coordinate events at the restaurant facility throughout the duration of the contract. It will be the responsibility of the Concessionaire to develop a rental contract for events that utilize the restaurant facility. The Concessionaire must establish competitive rental fees for the facility as well as concessionaire services should the renters choose to utilize the food and beverage services offered by the Concessionaire. If renters wish to use only the facility and forgo the food and beverage services offered by the Concessionaire or wish to serve alternate items, the Concessionaire shall be responsible for facilitating or coordinating with outside vendors for these services. Events must be coordinated with the St. Johns County Director of Golf to ensure that County events and private events do not overbook and cause the facility to be over capacity.

Events may be scheduled at any time during operating hours so long as they do not interfere with golf course daily play and must be coordinated with the St. Johns County Director of Golf. For events scheduled during golf course hours, the restaurant facility must be staffed, supplied and equipped to handle the event as well as the daily customers at the golf course. The restaurant facility may, during an event, offer golf course customers a limited menu or pre-made selections in order to better serve the event patrons. These changes must also be coordinated with the St. Johns County Director of Golf prior to the scheduled event.

County Coordinated Events

Each year the County schedules tournaments and events that shall take place at the SJC Golf Club that will affect the restaurant facility. The Concessionaire will have the opportunity to submit proposals to the St. Johns County Director of Golf that will include menu and pricing options for food and beverage services for the tournament/event. Below is a sample list of events booked in the last year which may or may not be booked again throughout the duration of the contract.

St. Augustine Amateur Tournament (3 days)
Ernie's Tools
Flagler Alumni
Men's Club – Club Championship, Match Play and Member/Guest
Ladies Association – End of Year Banquet
Men's Association – Quarterly Meetings
Cypress Lakes HOA Tournament
Jim Courier Father and Son Tournament (2 days)
Young Life
North Florida Junior Golf (2 days)
First Tee of SJC – various events
High School Conference Championship
Golfer against Cancer

Restaurant Facility

The Concessionaire shall be responsible for maintaining the restaurant facility throughout the duration of the contract. Any and all trash or other debris on the interior or exterior of the restaurant facility including the outdoor eating areas shall be picked up on a daily basis and disposed of properly. The food and beverage preparation area, interior and exterior dining areas, storage areas and entrance/exit areas shall be maintained in a clean state at all times in accordance with local, state and federal health codes. The Concessionaire is responsible for opening and securing the facility each day.

Any and all maintenance repairs, renovations, improvements to the building, fixtures, appliances, furniture, or any other area in or on the restaurant facility shall be the responsibility of the Concessionaire at no cost to the County. Damages to the building or any fixtures, appliances, furniture or outdoor areas of the restaurant facility shall be repaired by the Concessionaire at no cost to the County. Any renovations, improvements or physical changes to the building or outdoor patio (dining area) must be approved by the St. Johns County Director of Golf prior to any work being performed.

Equipment

The Concessionaire shall be required to own, lease or rent with his own funds any and all equipment necessary to provide the required services included under this RFP including but not limited to any and all food/beverage supplies, furniture, fixtures, appliances, decorations, signs, or any other equipment or supplies needed to run the restaurant facility, and reflect positively on the County. The Concessionaire shall be responsible for maintaining any and all necessary equipment to provide the required services throughout the duration of the Contract.

Staff/Employees

The Concessionaire shall be responsible for hiring sufficient staff to provide all of the services required under this RFP. Any and all employees must be at least eighteen (18) years of age, unless previously approved by the County. All employees shall be approved to work in the restaurant facility by the County, *prior* to their hiring and subsequent performance of duties. Each employee/staff member shall be required to undergo a background check conducted by the St. Johns County Sheriff's Office through the County, *prior* to the award of a Contract. The background checks will be given a "pass or fail" result by the Government Security Commander. A "fail" result on a background check will disallow an employee from performing any work for the Concessionaire awarded under this RFP. The Concessionaire shall be responsible for submitting alternate potential employees for background checks to replace those receiving a "fail" result on the screening.

Proposed employees of the Concessionaire shall also be required to submit to a drug screening prior to award of a contract under this RFP. Upon notification of intended award of a Contract, any and all Concessionaire employees shall undergo a

full drug screening, at the sole cost of the Concessionaire. The results of the drug screenings shall be submitted to St. Johns County upon receipt, within seven (7) business days of notification of award. Any drug screenings resulting in a "fail" shall disallow any employee from performing any work for the Concessionaire awarded under this RFP. Employees must pass both the background and drug screenings prior to performing any work under this RFP. Additionally, at the time of each option to extend (at the end of each year), the Concessionaire may be required to resubmit any and all employees for background checks and drug screenings in order to exercise any of the available one (1) year extensions available under the Contract. This requirement shall be at the sole discretion of the County.

EXHIBIT "B"

RFP NO: 11-81; Operation & Management of Restaurant Facility at St. Johns Golf Club

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on September 26, 2011 for a period of three (3) calendar years providing satisfactory performance by the CONCESSIONAIRE is maintained.

Contract Renewal/s – The contract may be renewed for up to four (4), one (1) year terms upon satisfactory performance by the CONCESSIONAIRE, mutual agreement by both parties, and the continued need of the Owner for services.

EXHIBIT "C"

RFP NO: 11-81; Operation & Management of Restaurant Facility at St. Johns Golf Club

PRICE SCHEDULE

The CONCESSIONAIRE shall pay to the County flat rental fee of one thousand eight hundred dollars (\$1,800.00) each month no later than the 15th day. Late fees of twenty one dollars (\$21.00) per day shall begin on the 16th day of each month. The rental fee shall remain fixed throughout the duration of the contract.

Menu Pricing:

The menu pricing approved and established at the beginning of the contract shall remain firm throughout the duration of the contract unless previously approved by the St. Johns County Director of Golf and the St. Johns County Purchasing Director at the time of any one (1) of the available extensions. If any increase in menu pricing is requested, it shall not exceed the previous twelve (12) months CPI, and may be denied at the sole discretion of the County.

The attached Menu items and pricing shall not be changed at any time during the contract term without prior written authorization by the St. Johns County Director of Golf.



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 11-81
REQUEST FOR PROPOSALS**

**OPERATION & MANAGEMENT OF THE
RESTAURANT AT ST. JOHNS GOLF CLUB**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086**

FINAL: 06/06/11

**REQUEST FOR PROPOSALS (RFP) NO: 11-81
OPERATION & MANAGEMENT OF THE RESTAURANT AT ST. JOHNS GOLF CLUB**

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ST. JOHNS COUNTY, FL
RFP NO: 11-81; OPERATION & MANAGEMENT OF RESTAURANT AT ST. JOHNS GOLF CLUB
PART I - ADVERTISEMENT

REQUEST FOR PROPOSALS

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 11-81; Operation & Management of Restaurant at St. Johns Golf Club**. Any interested, qualified respondents may submit RFP Packages according to the requirements described herein to Jaime Toney, Contract Coordinator for the St. Johns County Purchasing Department at 2446 Dobbs Road, St. Augustine, FL 32086. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, July 28, 2011**. Any packages delivered to or received by the SJC Purchasing Department after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

The scope of work for this project includes the operation and management of the restaurant facility at the St. Johns Golf Club, located at 4900 Cypress Links Boulevard, Elkton, FL 32033. The Concessionaire shall be responsible for providing and maintaining any and all necessary equipment and furnishings for the facility, preparing and dispensing food and beverages, bussing tables and the cleaning of the entire concession area (both interior and exterior) including tables/eating areas, food preparation areas, and concession storage area, and all other aspects of operating a restaurant facility with sufficient labor. The Concessionaire shall be responsible for obtaining and holding the Golf Club liquor licenses from the Division of Alcoholic Beverages and Tobacco, Department of Business and Professional Regulation, State of Florida.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and request Document #11-81. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available upon request from Jaime Toney, SJC Purchasing Department, via email at jtoney@sjcfl.us.

Any and all questions related to the RFP should be directed, *in writing*, to Jaime Toney, Contract Coordinator via email at jtoney@sjcfl.us, fax to (904) 209-0159, or mailed directly to St. Johns County Purchasing, at 2446 Dobbs Road, St. Augustine, FL 32086. Inquiries and questions **must** be submitted in writing via fax, letter or email to the party shown above and received no later than close of business (4:00PM) on Wednesday, July 13, 2011, to allow adequate time for response and/or an addendum. **Please do not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP. All inquires will be routed to the appropriate staff member for response.**

A **Mandatory** Pre-Proposal Site Visit shall be held at the St. Johns Golf Club restaurant facility located at 4900 Cypress Links Blvd, Elkton, FL 32033 on Thursday, July 7, 2011 at 10:00am. Any and all interested individuals or firms must attend and sign the sign-in sheet at this meeting in order to be eligible to submit a proposal. This meeting is mandatory, and as such doors will close promptly at 10:00am, and no individuals arriving after 10:00am will be permitted to sign in and will not be eligible to submit a proposal for this project.

RFP Packages **MUST** be submitted in a **SEALED** envelope or container and clearly marked: **RFP 11-81: OPERATION & MANAGEMENT OF RESTAURANT AT ST. JOHNS GOLF CLUB**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope or container. Each package shall consist of one (1) original and five (5) copies of the RFP Package which shall include all required documents and any supplemental information.

Deliver or Ship to: St. Johns County Purchasing Department, ATTN: Jaime Toney, Contract Coordinator, at 2446 Dobbs Road, St. Augustine, FL 32086. Submitted RFP Packages shall be evaluated in accordance with the following Evaluation Criteria: A) Proposed Income to County; B) Financial Stability & Capability of Company; C) Prior Experience in Industry; D) Staffing; E) Menu Choices & Pricing; F) Program Concepts & Approach, and G) RFP Package Format.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

PART II: INTRODUCTION

Definitions:

For this purposes of this RFP, the following terms shall be defined as stated below:

- Respondent:** Any firm/individual submitting a response to this Request for Proposals.
- Concessionaire:** The firm/individual that is awarded a Contract to provide these products and services.
- Fixed Monthly Rent:** The fee that the Concessionaire shall pay to the County each month for the occupation of the restaurant facility throughout the duration of the contract.

Objective

St. Johns County is soliciting RFP Packages from qualified and licensed respondents who are interested in operating and managing the restaurant located at the St. Johns Golf Club under the general direction of the St. Johns County Director of Golf. The contract resulting from this RFP shall serve to provide a staffed restaurant facility at the St. Johns Golf Club that serves hot and cold prepared meals for breakfast and lunch, and serves as a facility to hold private events and parties.

Scope of Work

The scope of work for this project includes performing the operation and management of the restaurant facility at the St. Johns Golf Club located at 4900 Cypress Links Boulevard, Elkton, FL 32033. The Concessionaire shall be responsible for providing and maintaining any and all necessary equipment and furnishings for the facility, preparing and dispensing food and beverages, busing tables and the cleaning of the entire concession area (both interior and exterior) including tables/eating areas, food preparation areas, and concession storage area, and all other aspects of operating a restaurant facility with sufficient labor.

PART III: REQUIREMENTS OF RFP

In order to receive consideration for award, each Respondent must submit RFP Packages that comply with the following requirements and criteria.

Minimum Qualifications

Respondents must be currently licensed to do business in the State of Florida, must have a minimum of five (5) years experience in the operation of a food & beverage/restaurant facility within the last ten (10) years, and provide proof of such in the submitted RFP Package. "Operation" must include the preparation and dispensing services for food and beverages. Respondents must currently possess a Florida State Certification of Food Manager and Food Handler licenses for any and all applicable personnel. Respondents must also possess the necessary line of credit to operate the restaurant facility. Upon award, the Concessionaire must obtain and provide proof of a Local Business Tax Receipt from St. Johns County, unless the respondent is state certified. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on Attachment "D" – Licenses/Permits. Please see the Licenses/Permits section on page 7 for additional information regarding required licenses and permits.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

At any point in time during the term of the Contract with the awarded Concessionaire, County Staff may review records of performance to ensure that the Concessionaire is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Concessionaire no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

In order for RFP Packages to be considered, respondents must submit with their package sufficient evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include any and all information necessary to certify that the respondent:

1. Has technical knowledge and practical experience in the type of work included in the scope;
2. Has the available organization and qualified manpower to do the work;
3. Has adequate financial status to meet the financial obligation incident to the work;
4. Does not have just or proper claims pending against the individual or firm or their work;
5. Has previously performed or provided the work, materials and services as described in the scope of services/specifications.

Responsibilities of the Concessionaire

Upon award, the Concessionaire shall have various responsibilities that must be performed as required by the Contract. These responsibilities are as follows:

Services

1. Supply a menu of a variety of hot and cold food and beverage items for customers at the St. Johns Golf Club. The menu provided shall be approved by the County prior to award of the contract. Any changes to the menu at any time, including specials, new items and removal of items shall be approved by the Director of Golf prior to the implementation of any changes.
2. Perform any and all preparation of food and beverage items from the menu for customers at the restaurant facility. No aspect of the food and beverage services required under this contract may be sub-contracted by the Contractor. Preparation of food and beverages shall be as ordered by the customers, and in compliance with any and all applicable local, state and federal health codes.
3. Take payment for and serve ordered food and beverage items to customers in the interior and exterior seating areas of the restaurant facility. The Concessionaire shall determine if wait staff will be used to serve food and beverages to customers or if counter pickup will be used for customers to retrieve their orders.
4. Supply alcoholic beverages including beer, wine and liquor to offer a variety of alcoholic drinks to customers in the restaurant facility as well as through the beverage cart(s) on the golf course. The beverage carts shall not carry or sell glass containers for beverages on the golf course.
5. Perform busing services for the entire restaurant facility including the interior and exterior seating areas, and cleaning services for the entire restaurant facility including tables/eating areas, food preparation areas, concession storage areas, entrance areas, etc. The Concessionaire shall maintain a clean and hygienic operation that complies with any and all applicable local, state and federal health codes, and reflects positively on the County.
6. Provide a variety of beverage and snack items to customers on the golf course with a minimum of one (1) beverage cart with the necessary staff to man the beverage cart every day the Golf Club is open for business (see hours of operation). The beverage cart shall be on the golf course no later than 9am until close every day. It will be determined by the Director of Golf when weather conditions prevent beverage carts from being run on the golf course.

Menu/Pricing

The Concessionaire may offer alternate or new menu items, specialty dishes or beverages, and/or different menus altogether as long as it is approved by the Director of Golf prior to the changes being implemented.

The menu pricing approved and established at the beginning of the contract shall remain firm throughout the duration of the contract unless previously approved by the Director of Golf and Purchasing Director at the time of any one (1) of the available extensions. If any increase in menu pricing is requested, it shall not exceed the previous twelve (12) months CPI, and may be denied at the sole discretion of the County.

Concessionaire Coordinated Events

The Concessionaire will have the opportunity to coordinate events at the restaurant facility throughout the duration of the contract. It will be the responsibility of the Concessionaire to develop a rental contract for events that utilize the restaurant facility. The Concessionaire must establish competitive rental fees for the facility as well as concessionaire services should the renters choose to utilize the food and beverage services offered by the Concessionaire. If renters wish to use only the facility and forgo the food and beverage services offered by the Concessionaire or wish to serve alternate items, the Concessionaire shall be responsible for facilitating or coordinating with outside vendors for these services. Events must be coordinated with the Director of Golf to ensure that County events and private events do not overbook and cause the facility to be over capacity.

Events may be scheduled at any time during operating hours so long as they do not interfere with golf course daily play and must be coordinated with the Director of Golf. For events scheduled during golf course hours, the restaurant facility must be staffed, supplied and equipped to handle the event as well as the daily customers at the golf course. The restaurant facility may, during an event, offer golf course customers a limited menu or pre-made selections in order to better serve the event patrons. These changes must also be coordinated with the Director of Golf prior to the scheduled event.

County Coordinated Events

Each year the County schedules tournaments and events that shall take place at the SJC Golf Club that will affect the restaurant facility. The Concessionaire will have the opportunity to submit proposals to the Director of Golf that will include menu and pricing options for food and beverage services for the tournament/event.

Below is a sample list of events booked in the last year which may or may not be booked again throughout the duration of the contract.

St. Augustine Amateur Tournament (3 days)
Ernie's Tools
Flagler Alumni
Men's Club – Club Championship, Match Play and Member/Guest
Ladies Association – End of Year Banquet
Men's Association – Quarterly Meetings
Cypress Lakes HOA Tournament
Jim Courier Father and Son Tournament (2 days)
Young Life
North Florida Junior Golf (2 days)
First Tee of SJC – various events
High School Conference Championship
Golfer against Cancer

Restaurant Facility

The Concessionaire shall be responsible for maintaining the restaurant facility throughout the duration of the contract. Any and all trash or other debris on the interior or exterior of the restaurant facility including the outdoor eating areas shall be picked up on a daily basis and disposed of properly. The food and beverage preparation area, interior and exterior dining areas, storage areas and entrance/exit areas shall be maintained in a clean state at all times in accordance with local, state and federal health codes. The Concessionaire is responsible for opening and securing the facility each day.

Any and all maintenance repairs, renovations, improvements to the building, fixtures, appliances, furniture, or any other area in or on the restaurant facility shall be the responsibility of the Concessionaire at no cost to the County. Damages to the building or any fixtures, appliances, furniture or outdoor areas of the restaurant facility shall be repaired by the Concessionaire at no cost to the County. Any renovations, improvements or physical changes to the building or outdoor patio (dining area) must be approved by the Director of Golf prior to any work being performed.

Equipment

The Concessionaire shall be required to own, lease or rent with his own funds any and all equipment necessary to provide the required services included under this RFP including but not limited to any and all food/beverage supplies, furniture, fixtures, appliances, decorations, signs, or any other equipment or supplies needed to run the restaurant facility, and reflect positively on the County. The Concessionaire shall be responsible for maintaining any and all necessary equipment to provide the required services throughout the duration of the Contract.

Staff/Employees

The Concessionaire shall be responsible for hiring sufficient staff to provide all of the services required under this RFP. Any and all employees must be at least eighteen (18) years of age, unless previously approved by the County. All employees shall be approved to work in the restaurant facility by the County, *prior* to their hiring and subsequent performance of duties. Each employee/staff member shall be required to undergo a background check conducted by the

St. Johns County Sheriff's Office through the County, *prior* to the award of a Contract. The background checks will be given a "pass or fail" result by the Government Security Commander. A "fail" result on a background check will disallow an employee from performing any work for the Concessionaire awarded under this RFP. The Concessionaire shall be responsible for submitting alternate potential employees for background checks to replace those receiving a "fail" result on the screening.

Proposed employees of the Concessionaire shall also be required to submit to a drug screening prior to award of a contract under this RFP. Upon notification of intended award of a Contract, any and all Concessionaire employees shall undergo a full drug screening, at the sole cost of the Concessionaire. The results of the drug screenings shall be submitted to St. Johns County upon receipt, within seven (7) business days of notification of award. Any drug screenings resulting in a "fail" shall disallow any employee from performing any work for the Concessionaire awarded under this RFP.

Employees must pass both the background and drug screenings prior to performing any work under this RFP. Additionally, at the time of each option to extend (at the end of each year), the Concessionaire may be required to re-submit any and all employees for background checks and drug screenings in order to exercise any of the available one (1) year extensions available under the Contract. This requirement shall be at the sole discretion of the County.

Program Concepts & Approach

It shall be the responsibility of the Concessionaire to formulate, design and implement program concepts and approaches to draw a customer base to the restaurant facility. These concepts and approaches may include, but are not limited to community outreach, specials, packages, events, etc. to ensure the success of the restaurant. Any and all concepts, approaches, or plans must be approved by the Director of Golf prior to implementation.

Customer Complaints

The Concessionaire shall be responsible for receiving and addressing any customer complaints in regard to the restaurant facility. The Concessionaire shall notify the Director of Golf within twenty four (24) hours of receiving a customer complaint and at that time will give the nature of the complaint, the Concessionaire's proposed remedy, and time needed for corrective action. If, at any time, it is necessary to involve the Director of Golf in the resolution of the complaint, the Concessionaire will do so, but it will not be the responsibility of the Director of Golf, or any other County Staff to address complaints from customers regarding the restaurant facility.

Safety

The Concessionaire shall be responsible for the enforcement of safety requirements at the restaurant facility throughout the duration of the contract. Also, the Concessionaire shall ensure that all employees are provided a safe work environment in compliance with all OSHA standards and local, state and federal laws and that all employees comply with the Occupational Safety and Health Act of 1970, as amended, as well as all applicable local, state and federal laws, ordinances, codes, regulations and requirements.

Payments to County

Respondents shall submit a proposed rental fee for the use of the restaurant facility on Attachment "B" – Proposal Form provided herein with each RFP Package. The Concessionaire shall be required to pay the approved rental fee to the County for the use of the restaurant facility. This rental fee shall be a minimum amount of at least one thousand eight hundred dollars (\$1,800.00) per month and will remain fixed throughout the duration of the contract. The fixed rental fee shall be paid to the County on or before the first day of each month. Late payment penalties of twenty one dollars (\$21.00) per day shall begin on the sixteenth (16th) day of each month, and shall accrue each day thereafter until rent is paid.

In addition to the monthly fixed rent, the Concessionaire shall be responsible for paying the County for utilities/power monthly costs that exceed six hundred twenty five dollars (\$625.00). For instance, if the monthly utility/power bill for the restaurant facility is six hundred seventy five dollars (\$675.00), the Concessionaire will be required to pay the County fifty dollars (\$50.00) in addition to the monthly fixed rent. This payment shall be made to the County by the Concessionaire within seven (7) consecutive calendar days of receipt of notification by the County of the amount to be paid for that particular month.

Licenses, Permits & Fees

The Concessionaire shall be responsible for obtaining and holding the necessary Golf Liquor Licenses from the Division of Alcoholic Beverages and Tobacco, Department of Business and Professional Regulation, State of Florida throughout the duration of the contract. If there are any additional permits or licenses required for the dispensing of alcoholic beverages, the successful Concessionaire must be able to obtain and hold those throughout the duration of the contract.

The Concessionaire shall be responsible for acquiring and maintaining all licenses, permits and paying any and all fees required for this provide the services described herein; and shall comply with any and all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the Concessionaire for failure to obtain required licenses, permits or pay fees and/or fines shall be the sole responsibility of the Concessionaire.

County Responsibilities

The County's responsibilities under this contract shall consist of the following:

1. Provide water and electricity as necessary to operate the restaurant facility. See Payments to County on pg. 7 for more info.
2. Coordinate with Concessionaire for County and Concessionaire planned events to ensure acceptable provision of food and beverage services to all customers and guests at St. Johns Golf Club
3. Maintain the exterior of all buildings, the interior of restrooms, parking and picnic areas at the facility (Concessionaire shall remove all trash and debris from parking and picnic area that result from sales made at restaurant)
4. Provide Concessionaire with notification of any issues of noncompliance with requirements of contract, or complaints received by customers/guests of St. Johns Golf Club

Insurance

The Concessionaire shall be required to acquire and show proof of the insurance coverages described below upon award of a Contract. These coverages shall be maintained by the Concessionaire throughout the duration of the Contract. The County shall be notified with at least thirty (30) days notice if any changes or cancellations occur.

Liability insurance policies shall cover St. Johns County, the skate park, all skaters, employees, guests, events, demonstrations and competitions.

Insurance Requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury, advertising injury and property damage. This shall include coverage for:
 1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
 5. Participant Legal Liability
 6. Medical Expenses
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 1. Owned autos
 2. Hired autos
 3. Non-owned autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 1. St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.
 2. RFP No: 11-81; SJC Golf Club Concessionaire shall be specified in the notes area of the certificate.

3. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - b) It is the responsibility of the Concessionaire to insure that all subcontractors comply with all insurance requirements.
 - c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Sub-Contractors:

Each Respondent shall submit, with his RFP Package, a list of proposed Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "F" – List of Proposed Subcontractors, provided herein shall be used to submit this information with each RFP Package. If no Subcontractors or major material suppliers are required, so state there on. Any work proposed by the Contractor, that shall be performed by any sub-contractor shall be previously approved by the County, prior to any work being performed.

The Concessionaire is not permitted to sub-contract any portion of the food and beverage services required under this contract. The aspects of this contract that are permitted to be subcontracted are as follows: maintenance, repairs, renovations, improvements, advertisement, food suppliers, and any other aspect of the contract excluding the food and beverage services.

Upon request by the County, the awarded firm shall, within seven (7) consecutive calendar days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The respondent then may, at his option, withdraw his RFP Package or submit an acceptable substitute. If the respondent fails to submit an acceptable substitute within seven (7) consecutive calendar days of the original notification, the County then may, at its option, disqualify the respondent, at no cost to the County.

The County reserves the right to disqualify any Concessionaire, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by a respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

Contract Agreement & Term:

The Contract Agreement for the Operation & Management of Restaurant at St. Johns Golf Club shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of three (3) years, with the opportunity to extend the contract for up to four (4) one year contract periods. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Concessionaire and the approval of the SJC Director of Golf, and Purchasing Department Director. The County is under no obligation under this contract to exercise any of the available extensions.

Quality & Performance:

Failure to maintain a satisfactory level of service as described herein shall be cause for termination of the contract. The County reserves the right to randomly visit and inspect the restaurant facility to ensure the Concessionaire is performing services in compliance with the requirements of the Contract.

Termination:

Failure on the part of the Concessionaire to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Concessionaire fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification of any and all items of non-compliance. The Concessionaire shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the

Contract Agreement may be terminated by St. Johns County for cause, upon giving twenty-one (21) consecutive calendar days written notice to the Concessionaire.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Concessionaire of intention to do so.

RFP NO: 11-81; OPERATION & MANAGEMENT OF THE RESTAURANT AT ST. JOHNS GOLF CLUB
PART IV: REQUEST FOR PROPOSALS PACKAGE EVALUATION

Evaluation Criteria:

It is the intention of St. Johns County to evaluate, rank and short list the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below. Evaluation of the responses to this RFP will comply with the specific criteria as follows:

- A. **Proposed Income to County:** This section will be worth up to a maximum of fifteen (15) points.
- B. **Financial Stability & Capability of Company** This section will be worth up to a maximum of fifteen (15) points.
- C. **Prior Experience in Industry:** This section will be worth up to a maximum of twenty (20) points.
- D. **Staffing:** This section will be worth up to a maximum of ten (10) points.
- E. **Menu Choices/Pricing:** This section will be worth up to a maximum of fifteen (15) points.
- F. **Program Concepts & Approach:** This section will be worth up to a maximum of fifteen (15) points.
- G. **RFP Package Format:** This section shall be worth up to a maximum of five (5) points.

Evaluation of RFP Packages:

All RFP Packages submitted shall be evaluated by an Evaluation Committee of five (5) individuals. Each Evaluation Committee Team Member will receive a set of all of the RFP Packages submitted, a copy of the RFP Document, an Evaluator's Score Sheet, and shall evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any of the other Evaluation Team Members, or any other individual. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held at the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the scores highest to lowest.

RFP Package Format:

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must address all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	Letter of Introduction
2	Respondent's Profile
	a. Attachment D – Licenses & Permits
3	Proposed Income to County
	a. Attachment B – Proposal Form
4	Financial Stability & Capability of Company
	a. Attachment C – Financial Statements
5	Prior Experience in Industry
6	Staffing
	a. Attachment E – List of Proposed Sub-Contractors
7	Menu Choices & Pricing
	a. Attachment F – List of Proposed Food & Beverage Options w/ Pricing
8	Program Concepts & Approach
9	Other Required Forms
	a. Attachment A – Affidavit
	b. Attachment G – Background Check Information

RFP Package Components:

Section 1: Letter of Introduction – Each Respondent shall provide a one or two page letter of introduction. Include the original signed letter of introduction with the original RFP Package, and a copy of the letter of introduction with each copy of the RFP Package. The letter of introduction should include the following:

- A brief statement of the respondent's understanding of the services to be provided;
- Highlights of the Respondent's qualifications and ability to perform the project services

Section 2: Respondent Profile – Each Respondent shall provide the following information in the Respondent Profile:

- The Respondent's Company name, business address, phone number, fax number, and email address;
- All contact information, including the name, title, phone number, fax number, e-mail address, and street address of any contact person in the Respondent's organization who will respond to questions about the RFP Package;
- Types of services and products offered;
- Number of years in business;
- Number of employees;
- The location of the office or offices that would provide the project services;
- A brief statement of the Respondent's background and history;
- A list of key personnel who shall be involved with this RFP process, or the Contract process upon award
- A letter of Designation of Authority for any representative of the firm who may be submitting the RFP or signing any documents on behalf of the firm who is not the Owner or Principal of the firm;

Section 3: Proposed Income to County – Each Respondent shall submit a proposed fixed monthly rent that shall be paid to the County each month for the occupation of the restaurant facility. This figure shall be entered on Attachment "B" – Proposal Form provided herein and submitted with each copy of the RFP Package (1 original + 5 copies). For more information regarding this aspect of the contract, please see the Payments to County section of the RFP on page 7.

Section 4: Financial Stability & Capability of Company – Each Respondent must possess the necessary line of credit to operate this restaurant facility, and shall provide documentation to fully demonstrate sufficient financial support to ensure that they can meet the financial obligation incident to these services and satisfactorily execute the work as described in this RFP. The Respondent should not have any just or proper claims pending against the firm or the work performed by the firm. This information shall be submitted on Attachment "C" – Financial Statements provided herein along with any and all supporting documentation and attached to each copy of the respondent's RFP Package.

Section 5: Prior Experience/Past Performance in Industry – Each Respondent shall provide documentation to fully demonstrate any and all required prior experience and past performance in the restaurant or concessionaire industries as described herein. Respondents may provide information on past contracts or programs on which they've worked along with supplemental documentation or information regarding the services in these industries that have been provided by the respondent.

Section 6: Staffing – Each Respondent must provide documentation to fully demonstrate sufficient manpower, and that key team members have sufficient and relevant experience and qualifications to perform the services described herein. This information shall be provided in the form of resumes of all staff members/personnel, including any and all licenses/certifications held by staff members, education and experience related information for each staff member. Additionally, each Respondent shall submit the required information for any and all proposed sub-contractors in this section on Attachment "E" – List of Proposed Sub-Contractors provided herein along with any and all supporting documentation for each attachment and submitted with each copy of the respondent's RFP Package.

Section 7: Menu Choices & Pricing – Each Respondent must submit any and all food and beverage items being proposed along with the corresponding pricing for each item for the menu(s) at the restaurant facility. Respondents may propose as many different items as they wish, and should include any and all items they might want to provide at any time during the contract period. This information shall be entered on Attachment "G" – List of Proposed Food & Beverage Options w/ Pricing and submitted with each copy of the respondent's RFP Package.

Section 8: Program Concepts & Approach – Each Respondent shall formulate and design program concepts and approaches to draw a customer base to the restaurant facility. These concepts and approaches may include, but are not limited to community

outreach, specials, packages, events, etc. to ensure the success of the restaurant. Any and all documentation and supplemental information regarding these concepts and approach shall be submitted in this section of each copy of the respondent's RFP Package.

Section 9: Other Required Forms – Each Respondent shall submit the following: Attachment “A” – Affidavit, and Attachment “G” – Background Check Information in this section of the RFP Package along with any other miscellaneous back up documentation he feels is required to support the information provided in previous sections of the RFP Package.

Original

HERO'S 19TH HOLE
MELINDA COOK

3383 LIGHTHOUSE POINTE LN.
JACKSONVILLE, FL 32250

904-249-0761--- OFFICE
904-635-1774--- CELL

REP NO: 11-81
OPERATION & MANAGEMENT
OF THE RESTAURANT AT
ST. JOHNS COUNTY GOLF CLUB

INTRODUCTION

Hero's 19th hole has been in business since 1997. We started at Jax bch golf course and have continued renewing our contract every five years. Despite the extreme competition with numerous bidders the city feels confident in my performance, dedication and will power to stay in business that they have awarded me the contract once again for 5 years with an option for an additional 3 more.

We received the contract at St. Johns County in 2005 and now would like the chance to renew once again. We have seen our ups and downs in the golf industry with this economy over the past 2 years and of course being weather driven it has been very tough. With having the 2 golf courses they enhance each other with the Jax bch golfers coming to St. Johns and vice versa playing in each other's outings etc. The 2 golf courses also have different seasons so that when Jax bch is slow and not in season usually St. Johns is and the other way around so they help each other get through their rough times.

As the owner I have been in this business for over 20 years. I started out as a cart girl for my brother, then manager, then the owner. I have run and worked every aspect of the business and know what it takes to be successful. I am very active in running golf outings, private functions and misc. parties.

I truly feel the ole saying " IF IT'S NOT BROKE DON'T FIX IT" Thank you and enjoy rest of the proposal.

MELINDA COOK



RESPONDENT PROFILE

HERO'S 19TH HOLE
605 S. PENMAN ROAD
Jax. Bch. Fl, 32250
904-249-0761

HERO'S 19TH HOLE
4900 CYPRESS LINKS BLVD.
ELKTON, FL 32083
904-209-0360

MELINDA COOK----OWNER
904-249-0761
904-209-0360
904-635-1774
3383 LIGHTHOUSE POINTE LN (MAILING ADDRESS)
JACKSONVILLE, FL 32250

* OBJECTIVE*

I WOULD LIKE TO HAVE THE OPPORTUNITY TO
RENEW OUR CONTRACT AND CONTINUE TO
OPERATE THE FOOD AND BEVERAGE AT THE ST.
JOHNS COUNTY GOLF CLUB.

* # OF YEARS IN BUSINESS*

20 YEARS

*** NUMBER OF EMPLOYEES***

**WE CURRENTLY HAVE 6 EMPLOYEES AT ST. JOHNS
AND 16 EMPLOYEES AT JAX. BCH.**

*** BRIEF STATEMENT***

**I HAVE BEEN IN THE GOLF BUSINESS FOR OVER 20
YEARS. I FEEL VERY CONFIDENT IN MY
PERSEVERANCE TO STAY IN BUSINESS THROUGH
HARD TIMES. THE GOLF BUSINESS IS VERY
UNPREDICTABLE AND YOU HAVE TO BE
CONSISTENT AND FLEXIBLE AT THE SAME TIME.
THIS BUSINESS IS DRIVEN BY THE ECONOMY AND
THE WEATHER AND YOU HAVE TO KNOW HOW TO
ADAPT.**

ST. JOHNS COUNTY, FL
RFP NO: 11-81; OPERATION & MANAGEMENT OF RESTAURANT
AT ST. JOHNS GOLF CLUB

ATTACHMENT "D"
LICENSES/PERMITS/CERTIFICATIONS

In the space below, each Firm shall list all current licenses held.

The Firm shall attach a copy of each current license listed below to his proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date
LOEOL Business License	0000027555	ST. JOHNS county tax collector	Sept. 30 2011
Dept. of Business & Prof. Reg.	SEA 6500987	Dept. of Div. of Hotels & Rest.	JUNE 2012
Dept of Business & Prof Reg.	NO56501911	Div. of Hotels & Restaurant	JUNE 2012
Dept of Business & Prof Reg	BEV 6501689	Div of Alcohol & Tobacco	Sept 2011
Dept of Business & Prof Reg.	BEV 2608513	Div of Alcohol & Tobacco	Sept 2011

ST. JOHNS COUNTY, FL
RFP NO: 11-81; OPERATION & MANAGEMENT OF RESTAURANT
AT ST. JOHNS GOLF CLUB

ATTACHMENT B
PROPOSAL FORM

The Concessionaire shall be required to pay a fixed monthly rent for the occupation of the restaurant facility at the St. Johns Golf Club. This monthly fee shall be an amount not less than one thousand eight hundred dollars (\$1,800.00). Each respondent shall enter the proposed monthly rent amount in the space provided below in both numerals and written in words. In the event of a discrepancy, the amount written in words shall be used as the correct amount.

Income to County:

Fixed Monthly Rent: \$1,800⁰⁰ (per month)

One thousand Eight hundred dollars (per month)
(Amount written in words)

ST. JOHNS COUNTY, FL
RFP NO: 11-81; OPERATION & MANAGEMENT OF RESTAURANT
AT ST. JOHNS GOLF CLUB

ATTACHMENT "C"
FINANCIAL STATEMENTS

Each Respondent shall provide documentation to fully demonstrate sufficient financial stability and capability to ensure that they can meet the financial obligation incident to these services and satisfactorily execute the work as described in this RFP. Respondents should not have any just or proper claims pending against the firm or the work performed by the firm. Each Respondent shall attach any and all financial statements being submitted hereto and label each as Attachment "C". Any and all supporting documentation shall be attached with the financial statements and included in each copy of the submitted RFP Package.

FINANCIAL STABILITY & CAPABILITY

Hero's 19th hole has been in business for over 20 years. Being in business for 20 years shows stability and capability to survive. We already have established accounts with over 15 vendors. As the owner of Hero's 19th hole my husband and I own 4 investment properties with positive equity and have 2 put children through college.

See Business, Credit and Personal references attached.

**PERSONAL REFERENCES
MELINDA MAYES COOK**

**TIM & BARBARA FORD
29 BERMUDA RUN
ST AUGUSTINE, FL 32084**

**SKIP LAKEY
227 SOUTH STREET
NEPTUNE BEACH, FL 32266
NATIONAL ACCOUNT MANAGER--SPRINT
234-5431**

**AL LEVENE
3137 ROGERO
JACKSONVILLE, FL 32277
744-1184**

**TERRY MACDONALD
533 PENINSULA COURT
ST. AUGUSTINE, FL 32084**

**RAY HAMEL
13 BERMUDA RUN
ST. AUGUSTINE, FL 32080
471-8090**

**CREDIT REFERENCES
HERO'S 19TH HOLE, INC.**

**SHAWN MILLER
3601 REGENT BLVD.
JACKSONVILLE, FL 32224
NORTH FLORIDA SALES
334-1337**

**JEFF BINION
CHAMPION BRANDS
PO BOX 56260
JACKSONVILLE FL 32241
904-268-1220**

**DAVID POLOVINO
2069 LAKESIDE DRIVE
JACKSONVILLE BEACH, FL 32250
POLOVINO INSURANCES
241-3455**

**PROSPERITY BANK
100 SOUTHPARK BLVD
SUITE 104
ST. AUGUSTINE, FL 32086**

**OCEANSIDE BANK
13799 BEACH BOULEVARD
JACKSONVILLE, FL 32224
CORPORATE BANKING SERVICES**

**BUSINESS REFERENCES
HERO'S 19TH HOLE, INC.**

JACK KNEE
1093 A1A BEACH BLVD--PMB 211
ST AUGUSTINE, FL 32080
KNEE ACCOUNTING SERVICES
904-471-6880

DAVE WAMPLER
1534 NORTH 3RD STREET
JACKSONVILLE BEACH, FL 32250
OWNER--RITE SPOT RESTAURANT
247-0699

SHANNON MILLER
1030 NORTH 24TH STREET
JACKSONVILLE BEACH, FL 32250
333-0735

TOMMY SHORE
914 S 7TH AVE
JACKSONVILLE BEACH, FL 32250

SAM VEAL
209 SOUTH 3RD STREET
JACKSONVILLE BEACH, FL 32250
PRESIDENT & OWNER --ALL AMERICAN INSURANCE SYSTEMS

PRIOR EXPERIENCE/PAST PERFORMANCE IN INDUSTRY

Hero's 19th Hole is a 14 year old Jacksonville Beach based business. We were granted the contract May 1, 1997 at Jax Bch Golf Course and St Johns County Golf Club in 2005 and have successfully managed the operation since. Over the past 14 years we have made a number of improvements to both locations to fit the needs of our customer. We run a beverage cart seven days a week at both locations and we have been responsible for providing a number of golf tournaments to enhance the revenue for the golf course and the restaurant. In addition, to the improvements and golf outings we have continued to provide outstanding service to all the organizations within the Club; such as the Ladies League, early morning Seniors, Men's Association, Mens club, also working close with Wes and the staff in assisting with the other 13 different golf outings. We cater and host celebrations, offer daily specials and complimentary hors' d oeuvres to some of our groups.

We have experience in assisting with the promoting and running a number of the larger annual tournaments: such as our biggest being : Ladies

Collegiate Tournament in March (held at Jax bch) the St. Aug Amateur, Ernie's Tools, North Florida Junior Golf, Flagler Alumni, and several more.

Hero's 19th Hole has secured prizes, as well as provided a steak dinner for 100 plus golfers. There are numerous tournaments held each year that we offer discounted prices, catering services, prize promotions and so many other services.

In addition to the tournaments promoted by these outside entities, Hero's 19th Hole has already secured 4 big outings into the fall just at St. Johns alone. We are trying to build our buisness at St. Johns County , to make the county facility a place people want

to have their special parties, business lunches and meetings, and just to come have a great breakfast or lunch.

We know we need an added approach and we are committed going forward to using some different techniques in getting more visible in the community.

ST. JOHNS COUNTY, FL
RFP NO: 11-81: OPERATION & MANAGEMENT OF RESTAURANT
AT ST. JOHNS GOLF CLUB

ATTACHMENT "E"
LIST OF PROPOSED SUB-CONTRACTORS

All subcontractors are subject to approval of the County. The following are subcontractors proposed to be used in connection with this work:

<u>DIVISION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTORS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

STAFFING

Hero's 19th hole is a family within our own business. We strive to make our employees a part of our big family so they feel good about working for Hero's. We do not have a big turnover, which I think is important to our success. The customer likes seeing a familiar face.

Most of our employees have been with us over 5 years. I feel this says a lot for the fairness and stability of our company.

Our intention is to keep the employees we have on staff with the addition of some new personnel and new structuring. I want to be able to build on our business and focus on getting the neighborhoods involved with our daily breakfast and lunch specials. I have an experienced chef in mind to help focus on this new adventure.

ST. JOHNS COUNTY, FL
RFP NO: 11-81; OPERATION & MANAGEMENT OF RESTAURANT
AT ST. JOHNS GOLF CLUB

ATTACHMENT "G"
LIST OF PROPOSED FOOD & BEVERAGE OPTIONS w/ PRICING

Each Respondent must submit any and all food and beverage items being proposed along with the corresponding pricing for each item for the menu(s) at the restaurant facility. Respondents may propose as many different items as they wish, and should include any and all items they might want to provide at any time during the contract period. Additional pages may be labeled as Attachment "G" and attached as needed to include in each copy of the respondent's submitted RFP Package.

See attached

MENU CHOICES & PRICING

HERO'S 19TH HOLE BREAKFAST MENU

BREAKFAST PLATE

2 EGGS WITH CHOICE OF BACON, HAM, OR
SAUSAGE WITH TOAST AND COFFEE \$5.00

BREAKFAST SANDWICH

EGG AND CHEESE WITH CHOICE OF BACON,
HAM, OR SAUSAGE \$3.50

BELT (BACON, EGG, CHEESE, LETTUCE AND
TOMATO) \$4.00

STEAK, EGG, AND CHEESE \$4.75

3 EGG OMELETS WITH TOAST

MEAT

\$4.75

VEGGIE

\$4.50

FRENCH TOAST (3 PIECES)

\$3.95

SIDES

GRITS

\$.75

HOME FRIED POTATOES

\$1.00

HERO'S 19TH HOLE LUNCH MENU

ALL SANDWICHES SERVED WITH CHIPS AND A PICKLE

PHILLY CHEESE WITH ONIONS AND PEPPERS	\$6.95
CHEESEBURGER (1/2 LB)	\$6.95
BACON CHEESEBURGER	\$7.25
PATTI MELT WITH CHEESE AND ONIONS	\$6.75
BLT	\$4.25
GRILLED CHEESE	\$4.25
GRILLED HAM AND CHEESE	\$5.75
TUNA MELT	\$4.75
CLUB SANDWICH	\$6.75
CHICKEN FINGERS	\$5.75

SALADS

CHEF SALAD	\$5.75
TUNA SALAD PLATE	\$5.00
FRIED CHICKEN SALAD	\$6.25

WRAPS \$6.00

FRIED CHICKEN BACON RANCH
GRILLED CHICKEN CAESAR
BLT
CHICKEN SALAD

SIDES: Basket of fries (2.00) Small fries (1.25) Fried okra (1.75) Broccoli Bites (2.00) Fried pickles (2.00)

MENU ON THE GO

TUNA SANDWICH	\$3.50	
TURKEY AND CHEESE SANDWICH	\$3.50	
HAM AND CHEESE SANDWICH		\$3.50
EGG SALAD SANDWICH	\$3.50	
HOT DOGS	\$3.50	
ASSORTED SNACKS	\$1.25	
ASSORTED CANDY	\$1.25	
POWERADE	\$2.75	
BOTTLED WATER	\$2.00	
CANNED BEER - DOMESTIC	\$3.25	
PREMIUM	\$3.75	
IMPORTED	\$4.00	
PPR 16 OZ CANS	\$3.00	
6-PACK SPECIAL - DOMESTIC		\$16.25

HAPPY HOUR MENU

(4:30 P.M. - 6:30 P.M. MON - FRI)

\$1.25 DRAFT BEER
\$1.00 OFF WELL DRINKS

FREE POPCORN

HERO'S 19TH HOLE
249-0761
MELINDA COOK

SELECT TWO:

ROAST BEEF AUJUS
ROASTED HERB CHICKEN WITH WHITE SAUCE
ROASTED PORK LOIN WITH PEPPERCORN GRAVY
HONEY BAKED HAM

SELECT TWO:

HOT BUTTERED CORN
GREEN BEAN AMANDINE
PARSLIED NEW POTATOES
BROCCOLI CASSEROLE

SELECT ONE:

CAESAR SALAD
MIXED GREEN SALAD WITH ASSORTED DRESSINGS
STRAWBERRY SPINACH SALAD WITH POPPYSEED
DRESSING

TEA, COFFEE, SODA

DESSERT

ALL SERVED ON HEAVY DISPOSABLE DINNERWARE

\$12.00 PER PERSON

ALL AMERICAN BUFFET

½ LB. BURGER

GRILLED CHICKEN BREAST

POTATO SALAD

BEANS

SLAW OR PASTA SALAD

LETTUCE , TOMATO, ONION, PICKLES, CHEESE

BUNS FOR SANDWICHES

DESSERT

TEA, SODA, OR COFFEE

ALL SERVED ON HEAVY DISPOSABLE

DINNERWARE

\$9.00 PER PERSON

HERO'S 19TH HOLE
249-0761
MELINDA COOK

BBQ DINNER:

BBQ PORK
BBQ CHICKEN
BEANS
POTATO SALAD
SLAW
ROLLS
COOKIES
TEA

ALL SERVED ON HEAVY DISPOSABLE
DINNERWARE

\$9.00 PER PERSON

HERO'S 19TH HOLE
MELINDA COOK 249-0761
JACKSONVILLE BEACH GOLF COURSE
ST. JOHNS COUNTY GOLF COURSE

HORS D'OEUVRE MENU FOR 50 PEOPLE

CHICKEN WINGS \$96.00
VEGE' TRAY \$75.00
FRUIT AND CHEESE \$110.00
MEATBALLS \$115.00
FINGER SANDWICHES \$68.00
BOSTON BUTT (BBQ) WITH ROLLS \$120.00
CHIPS AND DIP \$51.00
CHEESE AND CRACKERS \$62.00
TURKEY AND HERB CREAM CHEESE ROLLS \$105.00
HAM AND HERB CREAM CHEESE ROLLS \$105.00
PASTA SALAD \$90.00
CRAB DIP AND CRACKERS \$115.00

NINE AND DINE IS BACK

FRIDAY JULY 29TH

TEE TIMES START AT 5:30

\$25.00 PER PERSON

INCLUDES:

- *NINE HOLES**
- *DRINK OF CHOICE**
- *DINNER**
- *PRIZES**

**MEN AND WOMEN
COME ON OUT !**

MAGIC MONDAY: BUY ONE LUNCH GET 2ND
LUNCH \$1.00 OFF
\$ 5.00 ALL PITCHERS

TERRIFIC TUESDAY: \$3.50 BLOODY MARY'S
FREE FRIES WITH LUNCH

WACKY WEDNESDAY: \$1.00 DRAFTS ALL DAY
\$3.75 BLT

THIRSTY THURSDAY: \$2.00 ML PINTS ALL DAY
\$3.50 SCREWDRIVERS
\$5.00 BOMBS

FIVE-DOLLAR FRIDAY: \$5 ALL PITCHERS
\$5 BURGER BASKET
\$5.00 CHICKEN FINGERS

SUPER SATURDAY: BUY 3 PITCHERS GET 4TH
ONE FREE
\$3.00 YAGER SHOTS

SUDSEY SUNDAY: BUY ONE PITCHER GET 2ND
ONE \$1.00 OFF

HAPPY HOUR: 4P.M.-6P.M. MONDAY - FRIDAY
2-4-1 WELL DRINKS --\$1.00 OFF CALL DRINKS
FREE POPCORN ALL DAY EVERY DAY

PROGRAM CONCEPTS AND APPROACH

After almost 14 years of operating the restaurant at the Jacksonville Beach Golf Club, we feel we know the spending habits of the municipal golf course customer. With different beer specials, hors'd oeuvre give aways on designated nights and the special relationship we have developed with the different associations, we are positive we will have great success with what we already know about our customers and what they want and how they feel about the Golf Course as a whole.

We feel fortunate, that in the past years we have brought the members and guests of the Jacksonville Beach Golf Club and St. Johns County into a feeling of comfort and reliable service when visiting the restaurant. They have become accustomed to the high standards of service, good quality of food and beverages and reasonable prices we have set before them. The responses we have gotten over the years have shown the customers confidence in our abilities as a food and beverage management company. We are confident we can continue this at the St. John's Golf Club with even more enthusiasm.

We will work hard to find other ways to make each customer feel wanted and the Associations feel like part of a family. That is why we promote golf tournaments; to create a friendlier environment. We have been fortunate to acquire a friendly and reliable staff that has been very consistent throughout the years. Seeing the same faces over a long period of time seems to make people feel at home. We plan to keep those familiar faces from the local community and add even more.

We believe, with a new eye appealing facelift and refreshed menu, more people

will come to the facility; to test it and to satisfy their curiosity. It is our commitment to make sure the customer service and quality of food will make them want to return.

We would like to see the communication between Hero's 19th Hole and the pro shop grow. It is our intention to better prepare to serve all groups, whether it be a group of 8 or 80. We would like to contact each group individually, to customize their food and beverage needs. We will market the facility to special groups and businesses in order to capitalize on the revenue available. It will be necessary that a joint effort be made on both the pro-shop and Hero's 19th Hole to produce the maximum for the customer and the Golf Club. Over the years we have established a great working relationship with the pro shop staff at St. Johns County, and we look forward to the same relationship to grow even stronger.

Our plan is to restructure our staffing needs and designate a manager to be present 80% of the time we are in operation. We plan to hire an experienced person with a cooking background so we can capitalize on our surrounding neighborhood and businesses. We understand the golf business is not what it used to be as the rounds are down substantially. We know in order to survive we need more outside business. We believe with the proper chef we can draw the outside in. We have done this as a test at Jax bch. We are opened for dinner a few nights a week and offer a breakfast brunch on the weekends. We will have an expanded menu for those extra times.

We have experienced the actual day to day operations of a municipal golf club for many years now. This makes us qualified to best judge customers (the old faithfuls and those we have yet to meet), income, expenses, expectations (factual and optimistic). We have family and close friends in St. Augustine that keep us updated on the day to day

goings on and critical issues in the area. Our interest in what happens to this Golf Course is real. We would like to keep the revenues earned in this area. Therefore, we feel we are best qualified to operate the food and beverages at the St. John's Golf Club.

SERVICE PROGRAM

1. Daily luncheon specials--each day we will offer a discounted lunch special. We will display specials on a lighted sign in the restaurant. (We plan to develop a group of repeat customers for lunch.) Special menu items will include the following: homemade meatloaf, club sandwiches, Reuben sandwiches, sloppy Joes, smoked sausages, meatball subs, pork sandwiches, steakhouse burger, fried fish sandwich, and much more.
2. Daily drink specials--4:30 p.m. until 6:00 p.m. \$1.25 drafts, \$1.00 off well drinks, free popcorn.
3. Monday - Wednesday - Friday--Senior specials. \$1.25 drafts, \$2.00 well drinks, free popcorn.
4. For regularly scheduled groups we will offer discounted drink tickets and provide complimentary hors' d oeuvres.
5. Discounted prices to golf shop employees and maintenance crew.
6. We will serve the Seniors groups a discounted lunch of their choice on special tournament days and holidays.
7. We will make available to the golf shop employees, discounted drink tickets and lunch specials for tournaments throughout the year.
8. A beverage cart will operate 7 days a week, between 6 and 8 hours each day, weather permitting. We are prepared to add a second beverage cart if needed on weekends. We currently operate 2 beverage carts at Jacksonville Beach and are proud of the fact that a customer is seen by one of the two cart attendants every 3 to 4 holes. We will continue to offer the same beverage cart service as warranted.

Golf Course Selection Committee
St. John's Golf Club
St Augustine, FL

Dear Committee;

Hero's 19th Hole, Inc. has operated the food and beverage service at the Jacksonville Beach Golf Club and St. Johns County Golf Club for several years. We have established many business acquaintances over the years and made many personal friends as well. We run an organized, professional and first class business .

We hope to extend our business and our friends into the city of St. Augustine for many more years to come.

We realize the importance of a strong relationship between the city government and Hero's 19th hole and are committed to our continued success.

We have learned that consistency in people is what builds a successful operation. The customers become a family.

Along with the monthly rent, the possible charge for the utilities, the purchasing of the liquor license, I also agree to making some improvements to the facility. I intend on purchasing new furniture for the dining room and patio, updating some of our existing equipment, adding a new flat screen t.v. that will be hung to give us more dining space, bar stools, table coverings, and updated decor. I also would like to see the county and myself jointly invest in an awning for the patio so we could accommodate larger groups with an enclosed atmosphere.

We hope our expertise in the food and beverage management as given you an insight of what we would like to continue at St. Johns County Golf Club.

Thank you for your consideration!

Sincerely,

Melinda Cook, President
Hero's 19th Hole, Inc.

EXAMPLE EVALUATOR'S SCORE SHEET

**ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
CRITERIA FOR RANKING:**

DATE:
**PROJECT: RFP: 11-81; SJC Golf Club
Concessionaire**

RESPONDENTS	A. Proposed Income to County 0 to 15	B. Financial Stability & Capability 0 to 15	C. Prior Experience in Industry 0 to 20	D. Staffing 0 to 10	E. Menu Choices / Pricing 0 to 15	F. Program Concepts & Approach 0 to 15	G. RFP Package Format 0 to 5	TOTALS

SIGNATURE OF RATER: _____ **PRINT NAME:** _____ **DATE:** _____

ST. JOHNS COUNTY, FL
RFP NO: 11-81; OPERATION & MANAGEMENT OF RESTAURANT
AT ST. JOHNS GOLF CLUB

ATTACHMENT "A"
AFFIDAVIT

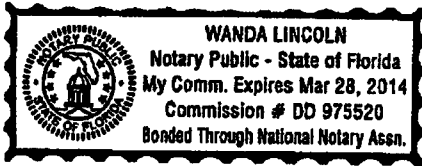
TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Duval. Before me, the undersigned authority, personally appeared Melude COOK who, being duly sworn, deposes and says he is Owner (Title) of Heros ~~1st~~ Hole (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No. 11-81, OPERATION & MANAGEMENT OF RESTAURANT AT ST. JOHNS GOLF CLUB.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.



Melude Cook
(Bidder)
By Melude Cook
Owner
(Title)

Sworn and subscribed to before me this 28 day of July 2011.
Wanda Lincoln
Notary Public

My Commission Expires: 3/28/14

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

ST. JOHNS COUNTY, FL
RFP NO: 11-81; OPERATION & MANAGEMENT OF RESTAURANT
AT ST. JOHNS GOLF CLUB

ATTACHMENT "F"
BACKGROUND CHECK INFORMATION

Each Respondent shall submit on this form, the information required for the Governmental Security Commander to perform Background Checks through the St. Johns County Sheriff's Office. This information includes: name, birth date, race, gender, driver's license number or social security number. Failure on the part of the Respondent to fill out and submit this form shall result in removal from consideration of award due to being unresponsive to the requirements of the RFP Documents.

CONCESSIONAIRE SUPPLIED PERSONNEL INFORMATION

Name	Birth Date	Race	Gender (M/F)	DL #	SSN
Melinda Cook	[REDACTED]	W	F	[REDACTED]	[REDACTED]