

RESOLUTION NO. 2019 - 382

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH PROFESSIONAL CONCESSIONS, INC. AND UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE AN AGREEMENT FOR FOOD & BEVERAGE SERVICES FOR SJC CULTURAL EVENTS UNDER RFP 19-42.

RECITALS

WHEREAS, the County desires to enter into a negotiations, and upon successful negotiations, enter into a contract with Professional Concessions, Inc. to provide food and beverage services for SJC Cultural Events, in accordance with RFP No: 19-42; and

WHEREAS, the scope of the services will be to provide high-quality, innovative food and beverage services and on-site ATM services in an environmentally conscientious manner to patrons of shows and events at the St. Augustine Amphitheatre and Ponte Vedra Concert Hall, in accordance with RFP No: 19-42; and

WHEREAS, through the County's formal RFP process, Professional Concessions Inc. was selected as the qualified respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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 authorize staff to enter into negotiations with Professional Concessions, Inc. to provide the services set forth in RFP No: 19-42.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 19-42.

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 5th day of November, 2019.

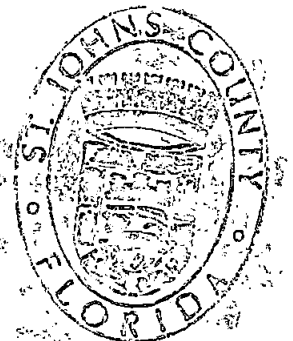
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 11/6/19





CONTRACT AGREEMENT
RFP NO: 19-42; FOOD & BEVERAGE SERVICES FOR SJC CULTURAL EVENTS
Master Contract #: 20-MCC-PCI-00000

This Contract Agreement is made as of this _____ day of _____, 2019, by and between **St. Johns County, FL**, ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Professional Concessions, Inc.**, ("Concessionaire"), authorized to do business in the State of Florida, with offices located at 9067 Southern Blvd., West Palm Beach, FL 33411; Phone: (561) 793-1971; Cell: (561) 662-8312; and email: bbeckpci@aol.com.

In consideration of the mutual promises contained herein, the County and the Concessionaire agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Contract Agreement shall become effective on the date of acceptance by St. Johns County, and shall remain in effect for an initial contract term of ten (10) calendar years, and may be renewed for up to a maximum of one (1) two (2) year renewal period, upon satisfactory performance by the Concessionaire, mutual agreement by both parties, and the continued need for these services. 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 services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if it serves the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; the submitted Proposal(s); this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Concessionaire's responsibility under this Contract Agreement is to provide all labor, materials, equipment, and supervision necessary to provide high-quality, innovative food and beverage services and on-site ATM services in an environmentally conscientious manner to patrons of shows and events at the St. Augustine Amphitheatre, located at 1340 A1A S., St. Augustine, FL 32080 and Ponte Vedra Concert Hall, located at 1050 A1A N., Ponte Vedra Beach, FL 32082 (the "Facilities"). The Concessionaire will operate the food, beverage and alcohol concessions for the front-of-house, provide alcohol for the back-of-house as required, provide alcohol concessions at the Amphitheatre markets, food and beverage for private group events, and shall furnish and maintain two (2) ATMs at the St. Augustine Amphitheatre and one (1) ATM at the Ponte Vedra Concert Hall with the quality consistent of a top-tier venue, in accordance with and as otherwise provided in the Contract Documents under RFP 19-42. The services required under this Contract Agreement are stated in the Specifications attached hereto as Exhibit "A".

Services provided by the Concessionaire shall be under the general direction of the SJC Cultural Divisions Director, or other authorized County designee, who shall act as the County's representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The Concessionaire shall perform the required services as specified by the County. The Concessionaire shall operate the Concessions during scheduled events and during additional hours as required to accommodate concerts, Amphitheatre markets, and private group events, and other events held at the Facilities. Any and all additional hours of service shall receive prior written approved by the SJC Cultural Division Director.

ARTICLE 5 – PAYMENTS TO COUNTY

- A. The Concessionaire shall be required to pay to the County, on the first day of each month, a monthly rental fee in the amount of twenty nine thousand dollars (\$29,000.00) per month for ten (10) months from February until December each year,
- B. The Concessionaire shall be required to pay to the County forty percent (40%) of gross alcohol sales on a monthly basis as stated in the specifications stated in Exhibit "A".
- C. Although there is no payment form or format pre-approved by either the County, or the Concessionaire, payments submitted by the Concessionaire shall include with each payment a statement detailing the payment terms of the

contract as stated above. The County may request additional documentation/information regarding any payment submitted by the Concessionaire.

- D. The Concessionaire shall furnish and make available to the County all financial records concerning receipts and considerations from the operation of the restaurant, upon request from the County.
- E. Unless otherwise notified, payments shall be in the form of a Cashier's Check, made payable to the St. Johns County Board of County Commissioners, and delivered to:
- St. Johns County Cultural Events Division
ATTN: SJC Cultural Events Director
1340C A1A S.
St. Augustine, FL 32080
- H. The County may, at its discretion, change the payment due date upon seven (7) consecutive calendar days written notice to the Concessionaire. The County shall make no such changes less than fourteen (14) consecutive calendar days from the current payment due date.
- I. **FINAL PAYMENT:** In order for both parties herein to close their books and records, the Concessionaire shall clearly state "final payment" on the last payment remitted to the County. This indicates that all services have been performed and all charges and costs have been invoiced, and the corresponding payments have been submitted to the County and that there is no further work to be performed under this Contract.

ARTICLE 6 – TERMINATION

This Contract Agreement may be terminated without cause upon the County providing at least sixty (60) consecutive calendar days' written notice to the Concessionaire of such notice of termination without cause. Such written notification shall indicate that the County intends to terminate this Contract Agreement sixty (60) days from the date of notification, unless a date greater than sixty (60) days is specified.

This Contract Agreement may be terminated without cause upon the Concessionaire providing at least ninety (90) consecutive calendar days' written notice to the County of such notice of termination without cause. Such written notification shall indicate that the Concessionaire intends to terminate the Contract Agreement ninety (90) days from the date of notification, unless a date greater than ninety (90) days is specified.

This Contract Agreement may be terminated with cause by the County upon failure by the Concessionaire to comply with any portion of the responsibilities under this Contract Agreement. The County shall provide written notification of any and all issues of non-compliance, which the Concessionaire shall then have fourteen (14) consecutive calendar days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided fourteen (14) day period, the Contract Agreement may be terminated by the County for cause upon giving at least twenty one (21) consecutive calendar days' written notice to the Concessionaire.

Consistent with other provisions of this Contract Agreement, the Concessionaire shall be required to pay the County any and all required fees as stated in Article 5 above, through and until the termination of this Contract Agreement.

Upon receipt of a notice of termination, except as otherwise directed by the County, in writing, the Concessionaire shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 – PERSONNEL

The Concessionaire represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Concessionaire, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

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.

The Concessionaire warrants that all Services shall be performed by skilled and competent personnel to the highest

professional standards in the field.

ARTICLE 8 – SUBCONTRACTING

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

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Concessionaire shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 9 – E-VERIFY

The Concessionaire must utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all personnel performing any portion of the required services under this Agreement. Additionally, the Concessionaire must expressly require any sub-contractor(s) or sub-consultant(s) performing work or providing services pursuant to this Agreement shall likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all employees hired by the sub-contractor(s) or sub-consultant(s) while working under this Agreement.

ARTICLE 10 – FEDERAL AND STATE TAX

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.

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 – INSURANCE

The Concessionaire shall not commence work under this Contract prior to obtaining any and all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Concessionaire shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Concessionaire has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Concessionaire of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Concessionaire shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Concessionaire from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Concessionaire or by anyone directly employed by or contracting with the Concessionaire.

The Concessionaire shall maintain during the life of this Contract, Liquor Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$3,000,000 aggregate.

The Concessionaire shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Concessionaire from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and

non-owned automobiles, including rented/hired automobiles whether such operations be by the Concessionaire or by anyone directly or indirectly employed by the Concessionaire.

The Concessionaire shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law.

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

ARTICLE 12 – LICENSES

The Concessionaire shall maintain, throughout the life of this Contract, the necessary Golf Course Liquor License from the Division of Alcoholic Beverages and Tobacco, Department of Business and Professional Regulation, State of Florida. The Concessionaire shall be required to obtain and maintain throughout the life of this Contract any and all additional permits and licenses required for the dispensing of alcoholic beverages as specified in Exhibit "X".

ARTICLE 13 – INDEMNIFICATION

The Concessionaire shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Concessionaire and other persons employed or utilized by the Concessionaire.

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 above, the Concessionaire shall not assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the County. 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.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The Concessionaire represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Concessionaire further represents that no person having any interest shall be employed for said performance.

The Concessionaire shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Concessionaire's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Concessionaire may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Concessionaire.

The County agrees to notify the Concessionaire of its opinion by certified mail within 30 days of receipt of notification by the Concessionaire. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Concessionaire, the County shall so state in the notification and the Concessionaire shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Concessionaire under the terms of this Contract Agreement.

ARTICLE 17 - 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 its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies;

freight embargoes; and severe weather conditions.

ARTICLE 18 - ARREARS

The Concessionaire shall not pledge the County's credit, or make it 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.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Concessionaire shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

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, shall be kept confidential by the Concessionaire and shall 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 discretion of the County.

The County and the Concessionaire shall comply with the 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 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Concessionaire is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this 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 contractor and not as employees or agents of the County. The Concessionaire does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The Concessionaire warrants that it 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 22 - 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 in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 23 - 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 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Concessionaire agree that this Contract Agreement signed by both parties 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement 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 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, 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 26 - AUTHORITY TO PRACTICE

The Concessionaire hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Concessionaire of the County's notification of a contemplated change, the Concessionaire shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Concessionaire's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Concessionaire shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Concessionaire shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 29 - FLORIDA LAW & VENUE

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

ARTICLE 30 - ARBITRATION

The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 31 - NOTICES

All notices required in this Contract Agreement 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: Jaime Locklear, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Concessionaire shall be mailed to:

Professional Concessions, Inc
Attn: Mr. Bruce Beck, President
9067 Southern Blvd
West Palm Beach, FL 33411

ARTICLE 32 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

ARTICLE 33 - PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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.
- b. In accordance with Florida law, to the extent that Concessionaire's performance under this Agreement constitutes an act on behalf of the County, Concessionaire shall provide access to all public records made or received by Concessionaire in conjunction with this Agreement. Specifically, if Concessionaire is expressly authorized, and acts on behalf of the County under this Agreement, Concessionaire shall:
 - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) meet all requirements for retaining public records, and transfer at Concessionaire's sole cost and expense, all public records in the possession of Concessionaire upon termination of this Agreement. Concessionaire shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- c. Failure by Concessionaire to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Concessionaire shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Concessionaire's possession and shall promptly provide the County a copy of Concessionaire's response to each such request.

ARTICLE 34 – 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 35 – 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 36 – 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 Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
Full Legal Name

By: _____
County Representative Signature

CONCESSIONAIRE:

Professional Concessions, Inc
Full Legal Company Name

Authorized Representative Signature

Jaime T. Locklear, MPA, CPPO, CPPB
Printed Name – County Representative

Purchasing Manager
Title – County Representative

Date of Execution

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date

Printed Name & Title – Concessionaire Representative

Date of Execution

RFP NO: 19-42; FOOD & BEVERAGE SERVICES FOR SJC CULTURAL EVENTS

Master Contract #: 20-MCC-PCI-00000

EXHIBIT "A"

SERVICE REQUIREMENTS/SCOPE OF WORK

SCOPE OF WORK

The County is seeking a Food and Beverage Concessionaire who will:

- Deliver a high-quality experience to attendees focused on quality food, affordable prices, minimized wait times and an overall welcoming atmosphere;
- Provide a mix of healthy served options representing the Northeast Florida area, for food and beverage;
- Actively work towards increased per capita sales and improved profits;
- Proactively implement industry leading sustainability practices aimed at minimizing waste from provided services such as streamlining food and beverage packaging and utilizing products that are reusable, recyclable or compostable whenever such products are available.

The Concessionaire shall provide and manage the front-of-house food and beverage concession sales at the Facilities for all shows and County community events, the alcohol concessions at the Amphitheatre Farmer's markets, and the food and beverage catering for private group events.

The Concessionaire is encouraged to work with local food trucks, food vendors and chefs that have a primary address located within the Northeast Florida area, to provide a variety of high-quality food and beverages to event attendees. When possible, the Concessionaire should provide menu items or food programming options (i.e. food trucks) which provide quality fresh ingredients, minimize highly processed food and incorporate products from local northeast Florida businesses.

Responsibilities of the Concessionaire:

Upon award, the Concessionaire shall have various responsibilities that must be performed as required by the Contract. These responsibilities include, but are not limited to the following:

Services:

The Concessionaire shall be responsible for providing the following services:

- **Food & Beverages:** The Concessionaire shall be required to provide a variety of hot and cold food and beverages as advertised on a menu furnished by the Concessionaire and approved by the County. The Concessionaire may determine whether to prepare the food on-site or off-site. The Concessionaire shall purchase and furnish alcohol for use by the back-of-house as requested. The County will provide as much notice for these purchases as possible. Any alcohol purchased for use by the back-of-house shall be provided at cost and will be reconciled with all other food and beverage sales at the end of each event. With the exception of the back-of-house alcohol, the Facilities are pour-only facilities. No beverages may be served in bottles.
- **Management & Supervision:** The Concessionaire shall be responsible for properly staffing the concession to provide satisfactory service to patrons, supervising all cooking and/or food preparation, oversight of all food programming (i.e. food trucks, etc), maintaining the cleanliness and order of the concession, and collecting all trash in and around the concession for disposal. All staff shall be required to obtain and maintain throughout the duration of the contract, any and all certifications required for performing food preparation services in the concession, in accordance with Chapter 509, Florida Statutes, and all other applicable federal, state, and local, regulations, laws and codes.
- **Sales:** The Concessionaire shall sell menu items at advertised prices that have been approved by St. Johns County. The Concessionaire shall be responsible for maintaining records of all sales made, and shall be required to provide a copy of the sales tax report furnished by the Concessionaire to the State Department of Revenue no later than the 20th of each month. The Concessionaire shall also provide a monthly summary of all sales made by or on behalf of the Concessionaire to the County upon request. Failure to provide the sales tax report or monthly sales summary to the County shall place the Concessionaire in default of the terms of the Contract.
- **Eco-Friendly:** The Concessionaire will proactively take action to reduce the trash resulting from food and beverage concessions by reducing food and beverage packaging to the greatest extent possible and utilizing products that are reusable, recyclable or compostable whenever such products are available. With advanced

notice, the Concessionaire should be able to track and quantify resources used for a specific show so that the carbon foot print of a show can be calculated.

- **Facility:** The Concessionaire shall be responsible for keeping the concession areas in a clean and safe condition. All trash created by the Concessionaire as a result of the concession must be removed and or disposed of in receptacles approved by the County. All recyclable waste shall be recycled in a manner compliant with County recycling program standards.

The County will provide a limited number of trash and recycling receptacles. It is the responsibility of the Concessionaire to empty and return the trash receptacles.

The Concessionaire shall not produce and/or create hazardous waste for the duration of the Agreement, unless prior written approval is provided by the County.

The County reserves the right to inspect the concession area at any time during operating hours to ensure proper operation and management by the Concessionaire.

- **Facility Maintenance, Modifications and Damage:** The Concessionaire will maintain a clean and hygienic operation that reflects positively on the Concessionaire, the County, the St. Augustine Amphitheatre and Ponte Vedra Concert Hall. All concession equipment and concession facilities regardless of ownership will be cleaned and maintained in good working condition by the Concessionaire.

The Concessionaire will be responsible for providing and maintaining all necessary equipment, furnishings and capital improvements needed to operate the concession areas. Any modifications to the facility may be required to be removed and the facility returned to its original condition at the expiration of the food and beverage concession agreement.

In the event the County is required to expend funds to clean and/or repair any area utilized by the Concessionaire or for the concession of food and beverage, due to the improper maintenance by the Concessionaire, the County shall bill the Concessionaire for all amounts paid, including costs for County Staff time. The Concessionaire must pay any invoice from the County by or before the fifteenth (15th) of the following month for these charges.

The Concessionaire shall be responsible for any and all damages caused to the facility resulting from the use of the facility for food and beverage concessions. In the event that damage occurs, the County shall notify the Concessionaire within seventy-two (72) hours of discovery. The County shall take photos of the damage before authorizing any repairs and shall invoice the Concessionaire any and all costs associated with repair of damages, incurred by the County, including, but not limited to costs for County Staff time. The Concessionaire shall pay the County for any damages by or before the fifteenth (15th) of the following month for these charges. Failure to pay by or before the fifteenth (15th) of the following month shall place the Concessionaire in default of the terms of the Contract.

- **Safety:** 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. The Concessionaire shall be responsible for maintaining the premises in a clean, orderly and sanitary condition as required by the hygiene codes and standards of the Florida Department of Business and Professional Regulations (DBPR), the Department of Agriculture and Consumer Services (DACS), and the Department of Health (DOH) <http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager-codestandards.html>.
- **Equipment:** The Concessionaire shall have the use of the front of house vendor/concession areas including the areas on the first tier of the facility and the equipment within these areas. Any and all County owned food and beverage affixed service equipment may be used by the concessionaire at no cost. Currently County owned equipment includes two (2) McCall Reach in Freezers – 2 door (Model 2-2045FR), and one (1) Manitowoc Ice Maker (Model ID0452A-161) with 500lb ice bin. Currently there is Licensor equipment available for beverage dispensing. Any cost of repair or replacement of Licensor Equipment, or any County equipment provided in the concession areas or located within the Facilities, which is a direct result of the Concessionaire's intentional, unintentional, or negligent acts or omissions, will be the responsibility of the Concessionaire. All equipment and

material provided by the Concessionaire for the purpose of performing required services shall remain the property of the Concessionaire throughout the duration of the awarded contract.

Concessionaire shall supply any and all required equipment, including but not limited to smallwares, food and beverage service packaging, generators, ice makers and ice storage, etc. necessary for the operation of the concession. If generators are utilized at the facility, the generators must be energy efficient and low-noise not to exceed sixty (60) decibels. Permanent or semi-permanent equipment requires prior written approval from the County.

Concessionaire shall supply an automated point of sale system and all equipment necessary to conduct all food and beverage concession sales.

The Concessionaire shall be required to remove any and all equipment from the County premises upon termination or expiration of the Agreement. Any damages caused to County premises by the Concessionaire through the installation or removal of equipment shall be the Concessionaire's sole responsibility to correct. Failure to do so may result in charges from the County for the costs to remove or repair equipment or damage to the premises from equipment, including County staff time.

- **Furniture:** Concessionaire shall collaborate with County staff on décor or furniture in the concession areas which is needed to enhance the Facilities ambience and create an attractive environment for attendees. Any additions to or alterations of the Facilities furnishings must be approved in writing by County staff. All furniture provided by the Concessionaire shall remain the property of Concessionaire. Any damages to Concessionaire provided furniture is sole responsibility of Concessionaire.
- **ATMs:** The Concessionaire shall provide all labor, materials and equipment necessary to provide three (3) wall-mounted or portable housing ATMs: two (2) at the Amphitheatre, and one (1) at the Ponte Vedra Concert Hall. The Concessionaire shall collect a fee of no more than two dollars (\$2.00) from each transaction conducted at each ATM placed at the Facilities.

ATMs shall be stocked, operational, and available for use 24-hours a day, 7 days a week (including Holidays).

The Concessionaire shall be responsible for providing service to process the transactions. ATM shall provide access to national ATM networks that accept credit, debit or check cashing cards as well as government issued entitlement cards such as EBT provided for social security, Medicare/Medicade recipients. All ATMs will provide access to other areas bank ATM cardholders whose banks are part of local, regional, national and/or international networks. Each ATM will offer at a minimum the capability of processing at least three (3) networks such as: "plus", "Cirrus", "Pulse", "MAC", "NYCE", "Quattro", "Presto", "Star", "Honor" and/or others. In addition, each ATM will offer at a minimum, American Express, Visa and Maser Card credit card acceptance. ATM withdrawal increments shall be twenty dollars (\$20.00) with a minimum withdraw of twenty dollars (\$20.00) and a maximum withdraw of one hundred dollars (\$100.00).

All power connections will be provided by St. Johns County. The installation, maintenance, service and fees of the ATMs will be the responsibility of the Concessionaire, including replenishing cash, armored car service, security and all other associated requirements necessary. Additional coverage may be required for larger concerts.

ATMs shall adhere to the following standards:

- fit within the space provided by the County
- notify customer of all transaction fees and surcharges before transaction is completed and provide customer with option to terminate the transaction without incurring fees or charges
- include a print or email receipt option
- meet American with Disabilities Act (ADA) regulations including approach height/reach requirements and accessibility for visually impaired
- be front loading, functional and resistant to rigorous usage
- be equipped with an alarm system
- must be clean, in good-working condition
- not used to display advertising media

- have posted in plain sight the Concessionaire's name, ATM number and a 24-hour service number with procedures for reporting issues and complaints. On-site response time to service calls on ATMs must be within four (4) hours of notification

The area around the ATM must be kept clean, and orderly at all times. Concessionaire will be obligated, without cost to the County, to provide required custodial and maintenance service sufficient to keep the premises, equipment and signage therein, in good repair, neat, clean, sanitary and in good working order at all times.

- **Reporting/Records:** The Concessionaire shall be required to maintain any and all records pertaining to the operation and management of the concession, including, but not limited to, sales, maintenance, improvements, equipment, staffing, inventory, and all other records, throughout the duration of the contract, and after in accordance with the State Retention Schedule and Public Records Laws. The County may, at any time, inspect or request copies of any and all documents, records, logs, statements, etc., pertaining to the operation and management of the concession. If an audit is made necessary due to the Concessionaire's failure to furnish timely reports, records, or other information, the Concessionaire shall be required to reimburse the County for all costs related to any audit or inspection.
- **Signage and Branding:** All signage, including that displayed on furnishing and tents, must be of professional quality and in-keeping with the brand of the Facilities. The St. Augustine Amphitheatre and the Ponte Vedra Concert Hall have an established "brand" that includes logos, fonts, colors, etc. which are to be used in any and all print or electronic materials. Any signage or logos put on equipment must conform to the facilities brand standards/parameters. The artwork and location of all permanent, mounted or reusable temporary signage must receive prior written approval from the County. Temporary signage should be kept to a minimum and may not clutter or obstruct access or use of the facility by patrons and must be collected at the end of each show. All signage associated with the concession shall be the responsibility of the Concessionaire to create, post, disseminate and collect as appropriate.

If appropriate, the County and the Concessionaire shall coordinate the development of a brand to be utilized for the concessions at the Facilities. Once completed and implemented, the brand shall not be altered without written approval by the County and Concessionaire. The Concessionaire shall have permission to utilize any approved brand, logo, artwork in any communications, signage, and foodware items throughout the duration of the Contract.

- **Utilities and Internet Service:** The County shall furnish, at no cost to the Concessionaire, hot and cold water at all existing sinks and water spigots in and around the permanent concession areas. The County shall also provide, at no cost to the Concessionaire, access to electricity at all existing outlets in and around the permanent concession areas and paved food and beverage concession areas for the regular and standard operations associated with the food and beverage concessions at the Amphitheatre. The Concessionaire shall not access or utilize and shall not allow visitors to access or utilize the existing utilities in a manner that may cause damage to the Facilities or hinder the operation of the other County activities occurring during the operation of the concession.

Internet services and phone services will not be provided by the County. The Concessionaire will be responsible for acquiring access to internet and/or phone services if necessary and shall pay for all modifications and improvements to the facility needed to accommodate those services. Any modifications to the facility necessary for the accommodation of such services must receive prior written approval from the County. Any modifications to the facility may be required to be removed and the facility restored to its original condition at the expiration of the food and beverage concession agreement.

- **Inspection:** The County shall have access at all times to any concession areas for the purposes of inspecting and maintaining the same, or complying with the County's obligations under the resulting agreement, or for furthering the operations of the County's Business at the Facilities.

Private Group Events:

If a private group holding an event at the Facilities would like the Concessionaire to provide food and beverage catering, the Concessionaire should do so for a fee that is commensurate with industry catering fees. Such arrangements should be made directly between the Concessionaire and private group.

If a private group holding an event at the Facilities would like the Concessionaire to pour alcohol supplied by the group the Concessionaire may do so for a fee that is commensurate with industry catering fees. Such arrangements should be made directly between the Concessionaire and private group.

Private groups holding an event at the Facilities have the opportunity to buy-out concession rights to allow for the use of outside catering and alcohol. The buy-out fee paid to the Concessionaire for each event shall be \$250 for food service and \$300 for alcohol service. The buy-out fee shall be paid by the private group directly, via a check issued to the Concessionaire. The Concessionaire will be notified of buy-outs for alcohol services as soon as possible but no later than ten (10) business days prior to an event to allow for adequate time to notify licensing agencies.

The Concessionaire should respond to inquiries for private event services at the Facilities promptly and courteously.

AMP Choice Membership Program:

The Concessionaire shall work with the County to continue the existing AMP Choice membership perk program by accepting the members one (1) drink ticket per concert event. The Concessionaire will provide the drink ticket beverages at cost and the costs of the AMP Choice program will be reconciled with all other food and beverage sales at the end of each event. Currently, the Amphitheatre provides, at its own expense, AMP Choice members with free food (e.g. pizza) at events and the County reserves the right to expand, modify or eliminate the free food provided to the AMP Choice members. The County reserves the right to modify the AMP choice program in the future, however, any changes to the concession benefits of the program involving services provided by the Concessioner will be approved in writing by both the County and the Concessionaire prior to implementation. AMP Choice has a limited membership of two hundred sixty eight (268) individuals.

Souvenir Tumbler Discount Program and Water Bottle Reuse Programs:

The Concessionaire shall honor the existing souvenir tumbler discount program by offering concert patrons a one dollar (\$1.00) discount on beverages, both alcoholic and non-alcoholic, dispensed into a facility branded souvenir tumbler Purchased at the Facilities.

Additionally, event patrons are encouraged to bring their souvenir tumbler or any reusable clear plastic water bottle to the show and fill/refill their cups and bottles at the filtered water stations located throughout each of the facilities.

Currently the souvenir tumbler offered is a clear sixteen ounce (16oz) Tervis brand cup however the County reserves the right to modify the cup type in the future.

Concession Administration:

At its own expense, the Concessionaire shall be required to perform all aspects of administration for the food and beverage concession including:

- ordering, managing and maintaining adequate supplies, products, services and equipment
- hiring, training and supervising sufficient personnel to perform all required services
- resolution of conflicts arising from the concession of food and beverages
- any and all actions necessary to complete the work associated with the scope of services.

The awarded Concessionaire shall provide the County with a list of key personnel including contact information. For the duration of the contract, the Concessionaire shall be obligated to ensure that the information contained in the list is current. The County reserves the right to approve or reject any changes to or substitutions of key personnel provided by the Concessionaire. The County reserves the right to remove any personnel for performance at any facility.

The Concessionaire shall meet with the County once per month, at a minimum, to present/discuss proposals and innovative ideas for improving the operation and sales of the concession and reducing the environmental footprint of the operation of the food and beverage concessions. The County may require additional meetings and coordination with the Concessionaire to ensure compliance with the terms of the Contract and to appropriately evaluate performance by the Concessionaire.

The Concessionaire shall develop and implement Standard Operating Procedures and additional documents as necessary for review and approval by the County. Once approved, the Concessionaire may not make any substantive changes to these established documents without prior written approval by the County.

The Concessionaire shall be required to perform all services and ensure that any and all concession activities are operated in accordance with any and all applicable Payment Card Industry (PCI) security standards and food and safety regulations

Access:

The Concessionaire, the Concessionaire's agents, service providers, employees, suppliers and business visitors shall be provided necessary access to the facility in order to perform the duties and obligations noted in this solicitation. The Concessionaire must be on-site and in the immediate vicinity when a subcontractor of the Concessionaire is present on the property.

Staff/Employees:

The Concessionaire shall be responsible for hiring sufficient staff to provide all of the services required under this contract agreement. All staff shall be required to obtain and maintain throughout the duration of the contract, any and all certifications required for performing food preparation services in the concession, in accordance with Chapter 509, Florida Statutes, and all other applicable federal, state, and local, regulations, laws and codes.

The awarded Concessionaire shall be required to perform background screenings on any and all employees and other personnel, including subcontractors that will perform services, at any time, on County property, under the awarded Contract. The awarded Concessionaire shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all Concessionaire provided personnel performing services on County property, under the awarded Agreement, must be properly screened, and must meet the criteria provided in Part IV: Contract Requirements; J. Background Screenings.

Any and all proposed employees of the Concessionaire shall also be required to submit to a drug screening prior to award of a contract agreement. 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 within seven (7) business days of receipt. Any drug screenings resulting in a "fail" shall disallow any employee from being permitted to perform any work for the County.

Employees must pass both the background and drug screenings prior to performing any work under this contract agreement. Additionally, at the time of each option to renew the contract, the Concessionaire may be required to re-submit any and all employees for background checks and/or 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.

For all employees receiving a result of "pass", badges and/or keys shall be issued as required to provide the Concessionaire with sufficient access to the facility in order to perform the services.

Appropriate Conduct

The Concessionaire and staff are expected to adhere to accepted business principles in matters of professional and personal conduct and exhibit a high degree of personal integrity at all times. The Concessionaire and staff must refrain from behaviors that may be harmful to self and others or that might be viewed unfavorably by the County or the public.

Types of behavior and conduct that St. Johns County considers inappropriate include, but are not limited to, the following:

- Negligence.
- Inefficiency.
- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee
- Tardiness or lack of punctuality
- Misconduct.
- Use of alcoholic beverages or narcotics while engaged in County business.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.

- Arrest of any crime involving moral misconduct.
- Arrest of a felony.
- Falsifying employment or other County records.
- Violating the Prohibition of Unlawful Harassment policy.
- Using County supplies/materials or other property for personal purposes.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- Stealing.
- Possessing unauthorized firearms.
- Disregarding safety or security regulations while conducting business or while on County property.
- Making false allegations or claims.
- Making unauthorized recordings.

Pouring Rights/Sponsorships

The County retains all Pouring Rights and Sponsorships associated with any and all events presented/performed at the Facilities. To the extent that the County contracts with another entity with respect to Pouring Rights or Sponsorships, the Concessionaire shall use that entity's products and services at the Amphitheatre in the concessions areas.

The County has a current agreement for Pouring Rights for Pepsi products which may be extended to August 2025. The County maintains the right to continue or change Pouring Rights agreements but will make a good faith effort to avoid contract terms which result in an increase in the average wholesale price paid by the concessionaire that is significantly above industry standard for the market area.

Set Up & Breakdown of Facility

Upon notification of award, the Concessionaire shall begin coordinating with the SJC Cultural Events Division to determine when the setup of the concession will take place. The County will allow an acceptable period of time, which shall be established upon award, for the Concessionaire to get any and all supplies, appliances, fixtures and merchandise into the concession and organized for the Concessionaire to begin providing the services required under this contract.

During the last contract renewal, if exercised, no later than forty five (45) days prior to the expiration date of the contract the Concessionaire shall begin coordinating with the SJC Cultural Events Division to determine when the breakdown of the concession shall take place. The County will allow an acceptable period of time, which shall be established during coordination efforts, for the Concessionaire to breakdown the appliances, fixtures, and supplies to clear the location by or before the expiration date of the contract.

The term of the awarded contract agreement is anticipated to begin January 1, 2020. The first shows of the season at the Amphitheatre begin the last week of February or the first week of March while shows at the Ponte Vedra Concert Hall may be scheduled as soon as the first week of January. The awarded Concessionaire shall have access to the Facilities beginning on the start date of the agreement for setup, training, etc. and will be fully operational, providing all services detailed in this solicitation, by the first show of the season at each of the respective Facilities.

Payments and Reports

Payments made to the County for use of the Facilities by the Concessionaire shall consist of a monthly rent payment and a percent of gross alcohol sales (excluding alcohol provided at cost for the AMP Choice program and the back-of-house).

Rent shall be due to the County on the 1st of each calendar month for the months of March through December (10 monthly payments). Along with the rent payment each month, the Concessionaire shall submit to the County a copy of the most recent sales tax report furnished by the Concessionaire to the State Department of Revenue. Monthly rent payments received after the fifth (5th) business day of the month shall be considered late and a five hundred dollar (\$500.00) fee shall be charged to the Concessionaire for each day the payment is late. The monthly rent shall increase by three percent (3%) annually each March with the first increase taking effect March 1, 2021. The minimum monthly rent considered shall be twenty eight thousand dollars (\$28,000).

In addition to the monthly rent payment, the Concessionaire shall pay the County a percent of gross alcohol sales (excluding alcohol provided at cost for the AMP Choice program and the back-of-house). The gross alcohol sales shall be reconciled with and reported to the onsite facility manager at the conclusion of each show/event prior to the Concessionaire leaving the facility. The payment for gross alcohol sales shall be made to the County before close of business on the following business day after each event. A late fee of five hundred dollars (\$500) per day shall be charged to the Concessionaire after each event for any gross alcohol sales payment made more than two business days following the event. The proposed payment to the County from gross alcohol sales shall be submitted on the proposal form included in this solicitation on Attachment 5-A. The minimum percent of gross alcohol sales considered shall be forty percent (40%) and will remain the same for the entire Contract.

The County reserves the right to have furnished, on a form provided by the County Finance Department, a monthly summary of all sales made by or on behalf of the Concessionaire.

The Concessionaire shall furnish a state-of-the-art Point-of-Sale (POS) system and all concession sales will be processed through the system. The POS system must track and total individual sales. The County reserves the right to approve hardware and software utilized by the Concessionaire.

Within ninety (90) days following the close of any fiscal year, the Concessionaire shall be required to submit an audited annual statement of Gross Sales and commissions payable to the County. The audit shall be performed by an independent CPA firm approved by the County. In the event that the County is not satisfied with the statement submitted by the Concessionaire, the County shall have the right to a special audit. If the results of the special audit show a deficiency in payments by the Concessionaire to either the County in excess of one half of one-percent (1/2 of 1%) of Gross Sales for the reporting period, the amount owed plus interest (computed from the date of deficiency until fully paid) shall be paid to the County (with a written allocation for the applicable amount(s) of the payment(s) with respect to the County Events) within ten (10) days of receiving the special audit report that identified the deficiency by the Concessionaire. In addition to the payment of the deficiency and late fees assessed, the Concessionaire shall also be responsible for any costs incurred by the County in connection with the special audit.

County Responsibilities:

The County shall be responsible for the cost of all utilities and garbage/recycling collection at no additional cost to the Concessionaire.

RFP NO: 19-42; FOOD & BEVERAGE SERVICES FOR SJC CULTURAL EVENTS
Master Contract #: 20-MCC-PCI-00000

EXHIBIT "B"
CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on the date of acceptance by the County, and shall remain in effect for an initial contract term of ten (10) years.

Contract Renewal/s – The contract may be renewed for one (1) two (2) year term upon satisfactory performance by the Concessionaire, mutual agreement by all parties, and the continued need of the County for services. The County may renew this contract beyond the terms stated above, if it serves the best interest of the County.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

September 27, 2019

RE: RFP No: 19-42; Food & Beverage Services for SJC Cultural Events Division

Please be advised that the Purchasing Department of St. Johns County is issuing this Notice of Intent to Award a contract, upon successful negotiations, to Professional Concessions, Inc. as the recommended firm under RFP No: 19-42; Food & Beverage Services for SJC Cultural Events Division. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 2:00 P.M., Wednesday, October 2, 2019.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to enter into negotiations.

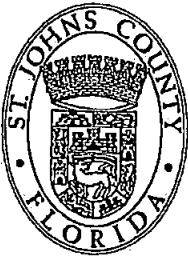
Please forward all correspondence, requests or inquiries directly to Travis Hembree, Procurement Coordinator, at thembree@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Jaime Locklear, MPA, CPPO, CPPB, FCCM
Purchasing Manager
Name & Title (Printed)

Date: 9/27/19



ST. JOHNS COUNTY
PURCHASING DEPARTMENT
500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Tera Meeks, Director, Tourism and Cultural Development Director
FROM: Travis Hembree, Procurement Coordinator Purchasing Department
SUBJECT: RFP 19-42; Food & Beverage Services for SJC Cultural Events Division
DATE: September 27, 2019

Please review, evaluate and make a written recommendation for award of this project.
Please let me know if I can assist your department in any other way.

Dept. Approval

T. Meeks

Date

9/27/19

Budget Amount

Account/Funding Title

Funding Charge Code

Award to

PROFESSIONAL CONCESSIONS

Award Amount