

RESOLUTION NO. 2020 - 157

**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 LATE RISERS LLC AND UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE AN AGREEMENT FOR OPERATION & MANAGEMENT OF THE FOOD & BEVERAGE SERVICES AT ST JOHNS GOLF CLUB UNDER MISC 19-75.**

**RECITALS**

**WHEREAS**, the County desires to enter into a negotiations, and upon successful negotiations, enter into a contract with Late Risers LLC to provide operation and management of the food and beverage services at St Johns Golf Club, in accordance with Misc 19-75; and

**WHEREAS**, the scope of the services will be to provide all labor, materials, equipment, personnel, and transportation to operate and manage the restaurant, 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 as well as providing a mobile beverage cart or alternative at the St. Johns Golf Club, in accordance with Misc No: 19-75; and

**WHEREAS**, through the County's formal RFP process, Late Risers LLC 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 Late Risers LLC to provide the services set forth in Misc 19-75.

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 Misc 19-75.

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 5<sup>th</sup> day of May, 2020.

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

By: Jeb S. Smith  
Jeb S. Smith, Chair

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

By: Ram Hatterman  
Deputy Clerk

Rendition Date: 5/7/20





**CONTRACT AGREEMENT**  
**MISC 19-75; OPERATION & MANAGEMENT OF THE FOOD & BEVERAGE SERVICES AT ST**  
**JOHNS GOLF CLUB**  
**Master Contract #: 20-MCC-LAT-11956**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 **Late Risers LLC** ("Concessionaire"), authorized to do business in the State of Florida, with offices located at 14 Schooner Court, St. Augustine Beach, FL 32080; Phone: (904) 907-0448 and Email: [brunch@laterisersfoodtruck.com](mailto:brunch@laterisersfoodtruck.com).

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

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon the Effective Date shall be in effect for a period of one (1) calendar year, and may be renewed for a maximum of four (4) one-year renewals, upon satisfactory performance by the Concessionaire, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this 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 satisfactorily performed the Services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, upon approval by the Board of County Commissioners.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this 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 Agreement is to provide any and all labor, materials, equipment, personnel, transportation and supervision to operate and manage the restaurant, located at 4900 Cypress Links Blvd, Elkton, FL 32033, 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. The Concessionaire shall also have the ability to provide a mobile beverage cart or alternative, as specified in the Scope of Work, proposed by the Concessionaire, approved by the County in accordance with Bid No: Misc 19-75 and as otherwise provided in the Specifications attached hereto as Exhibit "A".

Services provided by the Concessionaire shall be under the general direction of St. Johns County Golf Club or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Concessionaire shall perform the required Services according to the schedule submitted and approved by the County. The Concessionaire shall operate the concessions during scheduled events and during additional hours as required by the County. Any and all additional hours of service shall receive prior written approval by the Director of Golf or his Designee.

**ARTICLE 5 – PAYMENTS TO COUNTY**

- A. The Concessionaire shall compensate the County, on the first day of each month, a monthly rental fee that is the greater of two hundred fifty dollars (\$250.00) or five percent (5%) of Food & Beverage Sales (excluding taxes, gratuities and event revenue), as provided in the specifications included herein as Exhibit "A".
- B. The Concessionaire shall also pay to the County, on the first day of each month, two hundred fifty dollars (\$250.00) for every event booked at full rate. For all events booked at a discounted rate, the County shall receive an equivalent percentage of the discounted rate.
- C. Although there is no payment form or format pre-approved by either party, the Concessionaire shall include with each payment a report detailing the basis for the percentage being paid to the County based on the previous month's sales and any booked events. 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 Golf Club  
ATTN: SJC Director of Golf  
4900 Cypress Links Blvd.  
Elkton, FL 32033
- F. 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.
- G. **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 Agreement may be terminated by either party, without cause, with at least sixty (60) consecutive calendar days' prior written notice by either party of such notice of termination without cause. Such written notification shall indicate that either party intends to terminate this Contract Agreement sixty (60) consecutive calendar days from the date of notification, unless a period greater than sixty (60) days is provided and agreed upon by both parties.

This Agreement may be terminated, with cause, by the County, upon failure by the Concessionaire to comply with any portion of the responsibilities under this 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 by the Concessionaire, as determined by the County, within the provided fourteen (14) day period, the 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 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 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.

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 Concessionaire is not permitted to sub-contract any portion of the services required under this contract to any other individual, firm, or contractor at any time.

**ARTICLE 9 - TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Concessionaire shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

**ARTICLE 10 – E-VERIFY**

The Concessionaire must utilize the U.S. Department of Homeland Security’s E-Verify system to verify employment eligibility of all personnel hired to perform 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) to perform any aspect of the work required under this Agreement.

**ARTICLE 11 – 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 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 Agreement.

**ARTICLE 12 - INSURANCE**

The Concessionaire shall not commence work under this Agreement 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 Agreement.

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 throughout the duration of this Agreement, 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 throughout the duration of this Agreement, Liquor Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$3,000,000 aggregate.

The Concessionaire shall maintain throughout the duration of this Agreement, 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 throughout the duration of this Agreement, 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 13 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Concessionaire shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Concessionaire fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Concessionaire, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

#### **ARTICLE 14 – LICENSES**

The Concessionaire shall maintain, throughout the duration of this Agreement, the necessary 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 duration of this Agreement, any and all additional permits and licenses required for the dispensing of alcoholic beverages as specified in Exhibit "A".

#### **ARTICLE 15 – 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 16 - 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, the Concessionaire shall not assign, sublet, convey or transfer its interest in this 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 17 - 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 18 - 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 Agreement.

#### **ARTICLE 19 - 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 ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

#### **ARTICLE 20 - 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 Agreement.

#### **ARTICLE 21 - 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 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 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 Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 22 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Concessionaire is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Concessionaire's sole direction, supervision, and control.

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

#### **ARTICLE 23 - 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 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 Agreement.

**ARTICLE 24 - 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 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 25 - 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 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Concessionaire agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 27 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this 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 28 - 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 29 - SEVERABILITY**

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

**ARTICLE 30 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. Rent shall remain firm throughout the duration of the contract agreement. Unless otherwise amended, and agreed upon by all parties.

The County and the Concessionaire reserve the right to renegotiate the terms of this Agreement at any point throughout the duration of this Agreement, to address any changes in circumstances and/or changes to the needs of the County and/or the Concessionaire that would necessitate a renegotiation of terms to ensure successful operation of concessions at the Facilities.

**ARTICLE 31 - FLORIDA LAW & VENUE**

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

**ARTICLE 32 - 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 33 - NOTICES**

All notices required in this 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: Leigh A. Daniels, Assistant Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Concessionaire shall be mailed to:

Late Risers LLC  
**Attn: Elizabeth S. Simms, Chef Owner**  
14 Schooner Court  
St. Augustine Beach, FL 32080

#### **ARTICLE 34 - HEADINGS**

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

#### **ARTICLE 35 – 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 Contract constitutes an act on behalf of the County, Concessionaire shall comply with all requirements of Florida's public records law. 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;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Concessionaire does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Concessionaire or keep and maintain public records required by the County to perform the Services.

If the Concessionaire transfers all public records to the County upon completion of this Agreement, the Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Concessionaire keeps and maintains public records upon completion of this Agreement, the Concessionaire shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Concessionaire to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**



**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
publicrecords@sjcfl.us**

**ARTICLE 36 – NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE 37 – 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 38 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this 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.

**ARTICLE 39 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Concessionaire shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

**ARTICLE 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

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**MISC 19-75; OPERATION & MANAGEMENT OF THE FOOD & BEVERAGE SERVICES AT ST JOHNS  
GOLF CLUB**

**Master Contract #: 20-MCC-LAT-11956**

IN WITNESS WHEREOF, authorized representatives of the County and Concessionaire have executed this Agreement on the day and year below noted.

**ST. JOHNS COUNTY, FL:**

St. Johns County, FL  
Full Legal Name

By: \_\_\_\_\_  
County Representative Signature

Leigh A. Daniels, CPPB  
Printed Name – County Representative

Assistant Purchasing Manager  
Title – County Representative

\_\_\_\_\_  
Date of Execution

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**CONCESSIONAIRE:**

Late Risers LLC  
Full Legal Company Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name & Title – Concessionaire Representative

\_\_\_\_\_  
Date of Execution

**MISC 19-75; OPERATION & MANAGEMENT OF THE FOOD & BEVERAGE SERVICES AT ST JOHNS GOLF CLUB**

**Master Contract #: 20-MCC-LAT-11956**

**EXHIBIT "A"**  
**SERVICE REQUIREMENT/SCOPE OF WORK**

**SCOPE OF WORK**

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

**Services:**

- ❖ 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.
- ❖ 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.
- ❖ 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.
- ❖ 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 a beverage cart(s) or alternative on the golf course. The beverage carts or alternative shall not carry or sell glass containers for beverages on the golf course.
- ❖ 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.
- ❖ Provide a variety of beverage and snack items to customers on the golf course with a minimum of one (1) beverage cart or alternative with the necessary staff to man it when the Golf Club is open for business. The beverage cart or alternative shall be on the golf course no later than 9am daily unless otherwise approved by the Director of Golf. It will be determined by the Director of Golf when weather conditions prevent beverage carts or alternatives from being run on the golf course.
- ❖ Utilize the existing Cisco phone system that is available on site and use alternative communication like text messaging for on course or takeout orders.

**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 Representative at the time of any one (1) of the available renewals.

### **Hours of Operation**

The Concessionaire shall be responsible for operating the concession, at a minimum, from 6:30am – 6:00pm during Eastern Standard Time (EST), and from 7:00am – 8:00pm during Eastern Daylight Saving Time (EDST). Hours of operation may be modified with the approval of the Director of Golf due to weather and special events. The restaurant must be adequately staffed for operation on all regularly scheduled work days.

### **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. Director of Golf or Designee will work with concessionaire for events and with food service for events to allow for flexibility and diverse food service options.

### **Restaurant Facility**

The Concessionaire shall be responsible for maintaining the restaurant facility throughout the duration of the contract. Any and all trash, recycling, 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 or recycled 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 including maintenance of the restaurant hood system and the fire suppression system.

### **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**

The Concessionaire shall suggest and pay the approved rental fee to the County for the use of the restaurant facility. This rental fee 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 (16<sup>th</sup>) day of each month, and shall accrue each day thereafter until rent is paid.

### **Concessionaire Responsibilities**

The Concessionaire shall be responsible for the cost of the dumpster rental and service, all electricity, gas, and internet and cable associated with the facility.

Concessionaire will provide all supplies necessary for a 30 to 50 amp power source. Installation of a 30 to 50 amp power source will be done by the County using supplies from the Concessionaire.

The County will not provide a structure of any type for the storage of a Food Truck.

**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 within thirty (30) days and 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.

**Sub-Contractors:**

The Concessionaire is not permitted to sub-contract any portion of the services required under this contract to any other individual, firm, or contractor at any time.



**St. Johns County Board of County Commissioners**

Purchasing Division

**NOTICE OF INTENT TO AWARD**

April 9, 2020

**RE: Misc. 19-75; Operation & Management of the Food & Beverage Services at St Johns Golf Club**

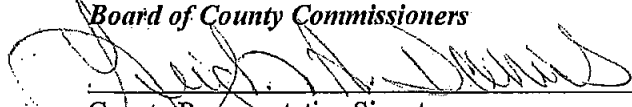
Please be advised that the Purchasing Department of St. Johns County is issuing this Notice of Intent to Award a contract, upon successful negotiations, to Late Risers, LLC as the recommended firm under Misc. No: 19-75; Operation & Management of the Food & Beverage Services at St Johns Golf Club. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 9:00 A.M., Wednesday, April 15, 2020.

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 Shelly Vongchanta, Procurement Coordinator, at [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us).

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*

  
County Representative Signature

Leigh Daniels, CPPB  
Assistant Purchasing Manager  
Name & Title (Printed)

Date: 4/9/20



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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**TO:** Doug Bataille / Director, Parks & Recreation  
**FROM:** Shelly Vongchanta, Procurement Coordinator  
**SUBJECT:** Misc 19-75; Operation and Management of the Food & Beverage Services at St Johns Golf Club  
**DATE:** April 9, 2020

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 *Dug Bataille*  
Date \_\_\_\_\_

Budget Amount N/A

Account Funding Title N/A

Funding Charge Code N/A

Award to Late Risers LLC

Award Amount \$250.00/month rent payment



**Misc. 19-75**  
**Operation & Management of Food & Beverage Services at St. Johns Golf Club**

**Due Date: August 15, 2019**

Time Due: 4:00 p.m.

Proposals Opened on \_\_\_\_\_

| COMPANY NAME        | ADDRESS | DATE | TIME | PHONE/FAX | DELIVERED BY |
|---------------------|---------|------|------|-----------|--------------|
| <b>NO RESPONSES</b> |         |      |      | Ph.#      |              |
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**PART VII: RFP SUBMITTAL INSTRUCTIONS & FORMAT**

**MISC. NO: 19-75**

**OPERATION & MANAGEMENT OF THE FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL, AND  
ONE (1) EXACT ELECTRONIC COPY TO:**

**PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084**

**FULL LEGAL NAME OF COMPANY:** Late Risers LLC

**MAILING ADDRESS:** 14 Schooner Ct, St Augustine Beach, FL 32080

**CONTACT EMAIL ADDRESS:** brunch@laterisersfoodtruck.com

**DATE:** 03.10.2020

**Operation & Management of the Food & Beverage Services at  
St. John's Golf Club**



**I. Letter of Introduction**

To Whom it May Concern;

My name is Elizabeth Simms, and I am the owner of Late Risers LLC. I appreciate your taking the time to review this proposal for the operation and management of the food & beverage services at St. John's Golf Club. We are excited about the opportunity to take over the café space at the club and provide the guests with an outstanding experience.

Late Risers LLC has been in business since September 2018, and has found success with a menu of reasonably priced items that are locally sourced and prepared from scratch. Late Risers is a mobile food service vehicle, operating throughout the St. Augustine and Jacksonville area and providing an elite hospitality experience. The company has become a profitable organization while ensuring a sustainable and eco-friendly business model. Our management has a combined 30 years of experience in the hospitality industry and utilizes this breadth of knowledge to create seamless service and excellent cuisine.

Most of the time, management will be onsite, working the café and will employ 2 additional persons to assist with staffing the café on a regular basis. An additional staff member would be hired to cover the beverage cart services. A sufficient number of banquet staff are also on-call for us to utilize during tournaments and other events.

Late Risers at the St. John's Golf Club will be a place for locals and golfers alike to meet, relax, and enjoy our hospitality expertise. The café will offer a frequently rotating menu of seasonal, locally sourced, scratch prepared items. The menu will include hot, cold and grab & go items as well as specials. The full bar will offer draft and canned beers, red, white and sparkling wines and specialty cocktails. Over the first three months of Late Risers' occupancy of the café space, food & beverage options will change frequently as we learn about the preferences the golfers and locals who frequent the club.

Late Risers will encourage the local community to join us at the café and the course. Events will be planned for the local community in order to engender good will and drive additional business to the club. Catering services will also be promoted to the community, along with venue rental.

The depth and breadth of the managements' knowledge of the industry – as well as our passion for excellence – is a recipe for success at St. John's Golf Club.

Best

  
Elizabeth S. Simms, Chef Owner  
Late Risers LLC

14 Schooner Court, St. Augustine Beach, FL 32080

[brunch@laterisersfoodtruck.com](mailto:brunch@laterisersfoodtruck.com)

[www.laterisersfoodtruck.com](http://www.laterisersfoodtruck.com)

904.907.0448

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

Full Legal Company Name: Late Risers LLC

ATTACHMENT "2-A"  
APPROACH TO SERVICES / METHODOLOGY  
(Attach or insert copy here)

Please see attached pages

**Operation & Management of the Food & Beverage Services at  
St. John's Golf Club**



**II. Approach to Services & Methodology**

**Management & Staffing**

The management is focused on excellence, from vendor to employee and finally client relationships. All these individuals or organizations are considered types of customers, and therefore the needs, requests or concerns of any individual customer must be considered fully. Managers are involved, hands-on, in the day-to-day running of the establishment, while also focusing on empowering, training and encouraging the growth of our employees.

In terms of staffing, one or both of the managers will be onsite at all times that the café is operational (until an additional manager may or may not be hired/promoted based upon need). Two additional staff members will be regularly scheduled to run the cash register, kitchen and/or bar. These schedules will be confirmed based upon volume of business. An additional person may be hired for beverage cart service. Additional on-call contracted staff will be used for events & banquets as necessary.

**Café Operations**

Initially, the café will be open the following days and hours:

Monday: Closed

Tuesday: 8am-4pm

Wednesday: 8am-4pm

Thursday: 8am-4pm

Friday: 8am-6pm

Saturday: 8am-6pm

Sunday: 8am-6pm

These hours are likely to change over the first three months of Late Risers' occupancy. During this time, experimentation with hours will occur based upon volume of business. The café will be closed on Mondays as is common in private clubs for "caddy's day." Clearly, the café will be open for any special events, holidays or tournaments that fall on a Monday. Otherwise, Mondays will be used by the management to accept deliveries, execute inventory, make repairs, clean the facility and implement training for the staff. Grab & Go items can still be made available on Mondays, pending further conversation with the Pro Shop.

Late Risers Food Truck is fully booked with events and catering through April 2020, and for additional events booked through the summer. An opening date in May 2020 can be further discussed with the club based upon planned events and any specific requests. Late Risers Food Truck will continue to operate as a mobile food dispensing vehicle after the café has opened – primarily at the Amp, St. Augustine. These events are evening events and should not interfere with the hours of the café.

## **Operation & Management of the Food & Beverage Services at St. John's Golf Club**



The Food Truck will be onsite regularly to serve as a prep kitchen and to be used for special events. Installation of 30 or 50 amp electrical power circuit would be ideal in order to avoid the use of the generator for the truck. Currently, the truck is housed at a storage facility, but in the future, Late Risers would like the opportunity to store the truck at the club, potentially beneath a pavilion or steel structure for protection, along with the proposed 30 or 50 amp electrical outlet.

Late Risers reserves the right to close or limit the hours of the café for holidays, scheduled renovations, maintenance or cleaning as necessary. Any time that this is necessary, the management will communicate with the club far in advance of any closure. Reasonable solutions to allow for limited food & beverage services during these times will be provided.

### **Special Events**

Late Risers will focus on creating delicious events at the club and will market these possibilities online and through our memberships at Chamber of Commerce and other industry groups. Event rentals will be charged a fee of \$600 for weekday events, \$800 for a weekend event (Friday evening – Sunday). This fee is in line with the local private club venues in St. Augustine and the surrounding area, if not slightly below the average fee. Non-profit and club league groups will receive a discount on venue rental fees and event services. These fees will be subject to change based upon our experience with café operations; any changes will be fully communicated.

\$250 will be furnished to the club/county for every event booked at full rate, and an equivalent percentage of any discounted rental. This amount will be paid in the month following the event along with the rental payment. Example: Three events booked at full rate in June 2020 will be paid out in the July 2020 rent to the county at a total of \$750.

Outside caterers will be allowed at the club, but the event client will be charged an additional \$500 to bring in an outside caterer. Any outside caterer would sign a contract with Late Risers, separate from the venue rental contract, including their certificates of insurance.

All events must use the bar at the club, and bartenders from Late Risers staff. Additional fees may be included for staffing, catering rentals, audio visual services and any other additional services as necessary. A full and complete event menu and venue contract will be signed by the client, with non-refundable deposits required for large events.

All events that occur during the hours that the café is open will allow for service for golfers and locals that day. Dependent on event specifics, limited menu or services may be available at certain times.

### **Proposed Monthly Rent**

As shown on attachment 2-C, Late Risers will pay the greater of \$250 per month or 5% of Food & Beverage Sales (excepting taxes, gratuities and event revenue). Since we conservatively project sales to average of \$6500 per month, the average monthly rental payment is projected to be \$325, plus any event

**Operation & Management of the Food & Beverage Services at  
St. John's Golf Club**



venue rental revenue. While we expect this proposed monthly rent to be appropriate, it is possible that the amount of the proposed monthly rent may be revised based upon our experience at the Club.

**Marketing**

Late Risers will be promoted primarily through online networks and resources. Our professional website will be updated to clarify our position and services at the club. We will continue our social media presence on Facebook and Instagram and link it with the social media for the club. We will continue with personal networking through local religious and social action groups, and participation in industry, community and non-profit events.

Additionally, experiential marketing will be used with the local community, such as providing a welcome reception for the neighborhood and encouraging neighbors through specialty dinner nights or meals to join us at the club. The management intends to utilize surveys and personal interaction to put together additional services that might be useful or positive in working with the community. This might include anything from health and wellness events, such as yoga or other fitness events, or providing "pop-up" shops, lifestyle classes or educational sessions for the community with local vendors and our staff.

Late Risers will utilize memberships and partnerships with local, regional and community organizations to portray the sustainable, responsible image of the company as well as the image as a provider of elevated food and beverage products and services within the renowned St. John's Golf Club.

**MISC. NO: 19-75**  
**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**

**ATTACHMENT "2-B"**

**PROPOSED MENU ITEMS**

(Attach or insert copy here of proposed menu items and prices.)

Please see attached documents



**Operation & Management of the Food & Beverage Services at  
St. John's Golf Club**



**Proposed Menus**

The food menu will change frequently, as Late Risers focuses on seasonal, local produce and proteins. A golf cart snack and beverage menu will be provided prior to the operation of the golf cart. The snack menu will include snack platters like Housemade Hummus & Pita Chips, Charcuterie, Nuts & Candies. This service will be added onto Late Risers' presence at the course within the first six months, and not from the initial opening, to allow for the construction of a suitable golf cart that comply with any applicable regulations.

The following items will be the base items available most days at the café, throughout the day. While we expect the costs for the food and drink items on the menu to be as set forth below, it is possible that the cost of certain items may change based on food costs and our experience at the club.

**savories**

**Sausage Biscuit \$7**

*Blackberry Pig Farm housemade Italian sausage, sweet onion jam, cracked pepper & thyme biscuit*

**Mediterranean Panzanella Salad \$8 <sup>vegan</sup>**

*housemade crouton, local tomato & cucumber, kalamata olive, crispy chickpea, tahini-lemon dressing*

**Housemade Hot Dog \$8**

*Florida Fresh Meat Company all-beef hot dog, datil ketchup, pineapple mustard, locally sourced bun served with housemade potato chips or pickled cucumber salad*

**Brekkie Hash \$10 <sup>gf</sup>**

*red potato wedges & Florida Fresh Meat Company pork belly, over-medium farm egg*

**Local Shrimp Cocktail \$12 <sup>gf</sup>**

*poached Mayport shrimp, datil cocktail sauce, fresh lemon*

**Local Shrimp Salad Sandwich \$10**

*poached mayport shrimp, red onion, cucumber, herb-lime aioli on housemade focaccia served with housemade potato chips or pickled cucumber salad*

**sides**

**Housemade Potato Chips \$3 <sup>vegan gf</sup>**

**Pickled Cucumber Salad \$3 <sup>vegan gf</sup>**

*sweet onion, smoked paprika*

**Seasonal Veggies \$7 <sup>vegan gf</sup>**

*chimichurri*

Operation & Management of the Food & Beverage Services at  
St. John's Golf Club



## sweets

Housemade Biscotti \$1

Housemade Popsicle \$3 *vegan gf*

### Rotating Specials:

*Specials will be available each day and are not limited to this list. If any specials prove to be extremely popular, they will be added to the regular menu, or rotated in as specials more often. Sandwiches will always be served with a side.*

Hot Soup (winter) – Tomato Basil, Carrot Ginger, Italian Egg Drop, Chicken, Three Bean Chili, etc \$5-6  
Roasted Veggie Gazpacho (summer) \$5  
Bourbon BBQ Pulled Pork Sandwich \$10  
Grilled Chicken Parm Sandwich \$12  
BBQ Grilled Chicken & cabbage-apple slaw Sandwich \$10  
Grilled Chicken/Veggie/Falafel Pita \$10  
Local Fish & Chips \$14-16  
Local French Dip Sandwich \$12  
Housemade flatbreads \$10-14  
Harvest Salad (green salad) \$8-10  
Pressed Cuban Sandwich \$11  
Classic Club Sandwich \$12  
Chicken Salad/Egg Salad Sandwich \$9  
Deviled Eggs \$5 (4 pieces)  
Biscuits & Gravy \$8  
Belgian Waffles \$7  
French Toast Bites \$7  
House Cured Salmon Bagel \$10

### Beverage Menu:

**This menu may change to include additional wines, beers or spirits as we learn the preferences of the customers. Happy hour will be offered for at least one hour each day, and will include specials on all well spirits, draft beers & house wines. A specialty cocktail program will also be available for guests, including golf and holiday themed drinks.**

Draft Beers: \$5

Yuengling

Miller Lite

Canned Beers: \$4-6

I-10, Intuition Brewery, Jacksonville

Miller Lite

Ready To Drink/Pre-mixed cocktails (Hard Seltzer, Hard Lemonade, etc.)

**Operation & Management of the Food & Beverage Services at  
St. John's Golf Club**



**Wines:**

**House Wines: Red & White**

**\$5-7 each**

**Premium Wines: Red & White**

**\$8-10 each**

**Champagne Splits**

**\$6-8 each**

**Cocktails:**

**Well Vodka, Gin, Rum, Scotch/Whiskey Blend**

**\$5 each**

**Call Vodka, Gin, Rum, Bourbon, Scotch, Tequila**

**\$6.50 each**

**Premium Liquors**

**\$7-10 each**

**Fresh Juices:**

**Good Morning Sunshine \$6.50**

**Pineapple, Orange & Lemon juice blend**

**Afternoon Delight \$ 5**

**Cucumber, Green Apple, Lime, Grapefruit, Ginger juice blend**

**Housemade Sodas: \$3**

**Strawberry, Orange, Lemon Lime, Vanilla, Rosemary, Ginger**

**Coffee: \$3**

**We proudly serve freshly brewed or iced Grower's Alliance Coffee. White Sugar, Brown Sugar and half & half are provided.**

**Iced Tea: \$3**

**Freshly brewed Iced Tea**

**Strawberry, Lemon, and Brown Sugar Housemade Syrups Provided**

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

ATTACHMENT "2-C"

OFFICIAL PROPOSAL FORM

The following proposal is presented for:

OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

Payments to County:

Proposed Monthly Rental Amount: \$ 250 or 5% of sales (greater number)

During the preparation of the RFP, the following addenda, if any, were received:

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ No.: \_\_\_\_\_ Date Received: \_\_\_\_\_  
No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the Board of County Commissioners, or any other agent or employee of the County, director or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

FULL LEGAL COMPANY NAME: Late Risers LLC  
MAILING ADDRESS: 14 Schooner Ct, St Augustine Beach, FL 32080  
MINORITY OR WOMAN OWNED BUSINESS: Woman Owned  
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: 83 - 0972582  
SIGNATURE OF AUTHORIZED REPRESENTATIVE: [Signature]  
Elizabeth S. Simms  
(Typed/Printed Name of Authorized Representative)  
TITLE OF REPRESENTATIVE: Chef Owner  
DATE OF SIGNATURE: 03.10.2020  
TELEPHONE NO: 904 907 0448  
FAX NO: n/a  
EMAIL ADDRESS: brunch@laterisersfoodtruck.com



THIS RECEIPT IS FURNISHED IN PURSUANCE OF CITY ORDINANCE

ST. AUGUSTINE BEACH LOCAL BUSINESS TAX RECEIPT

No. 5594

Late Risers, LLC

1093 A1A Beach Blvd PMB 246

St. Augustine Beach, FL 32080

Amount.....\$ 25.00

Del. Pen.....\$ \_\_\_\_\_

Total.....\$ 25.00

IN A CONSPICUOUS PLACE

FOR THE BUSINESS, PROFESSION OR OCCUPATION OF

(27) Catering Service or Catering Truck, Lunch

Wagon, etc.

*Beverly Niblett*  
TAX COLLECTOR

ORIGINAL

THE AMOUNT SHOWN HEREIN IS PAYMENT OF LOCAL BUSINESS TAX TO ENGAGE  
IN THE BUSINESS OR EXERCISE THE PRIVILEGE HEREIN SPECIFIED, SUBJECT TO THE  
PROVISIONS AND REQUIREMENTS OF THE ORDINANCE OF THE CITY OF ST.  
AUGUSTINE BEACH, FLORIDA FOR THE PERIOD COMMENCING OCTOBER 1<sup>ST</sup>,  
20 18 AND ENDING SEPTEMBER 30<sup>TH</sup>, 20 19

Date 9/13 20 18

**2019/2020 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**

ACCOUNT 74033  
September 30, 2020  
EXPIRES

THIS RECEIPT ISSUED PURSUANT  
TO COUNTY ORDINANCE 97-22

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

000647 MOBILE FOOD VENDOR

TYPE OF BUSINESS

BUSINESS ADDRESS 14 SCHOONER CT  
ST AUGUSTINE FL 32080

BUSINESS NAME LATE RISERS LLC

OWNER LATE RISERS LLC

MAILING ADDRESS 14 SCHOONER CT  
ST AUGUSTINE FL 32080



|                                      |       |
|--------------------------------------|-------|
| X NEW BUSINESS TRANSFER ORIGINAL TAX | 30.00 |
| AMOUNT                               | 30.00 |
| PENALTY                              | 00    |
| COLLECTION COST                      | 30.00 |
| TOTAL                                |       |

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

PAID 0001 0001 0001 0001 701 07/17/2019 30.00

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or other county, commission, state or federal permission or authority required by county, state or federal law.



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

850-487-1395

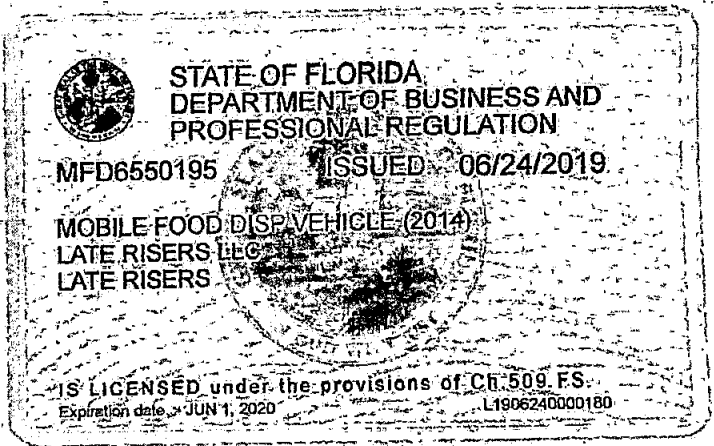
DIVISION OF HOTELS AND RESTAURANTS  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-1011

LATE RISERS LLC  
LATE RISERS  
14 SCHOONER COURT  
SAINT AUGUSTINE FL 32080

Congratulations! With this license you become one of the nearly nine-million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF HOTELS AND RESTAURANTS

LICENSE NUMBER

MFD6550195

VIN NUMBER: 4UZAAPDU58CAC8923

The MOBILE FOOD DISP VEHICLE (2014)  
Named below IS LICENSED  
Under the provisions of Chapter 509 FS.  
Expiration date: JUN 1, 2020

LATE RISERS LLC  
LATE RISERS  
442 OCEAN VISTA AVENUE  
SAINT AUGUSTINE FL 32080



NON-TRANSFERABLE



DISPLAY AS REQUIRED BY LAW

SEQ # L1906240000180





# ServSafe® CERTIFICATION

## ELIZABETH SIMMS

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

16573914

CERTIFICATE NUMBER

5381

EXAM FORM NUMBER

6/6/2018

DATE OF EXAMINATION

6/6/2023

DATE OF EXPIRATION

Local laws apply. Check with your local health department for recertification requirements.



#0655

Sherman Brown  
Executive Vice President, National Restaurant Association Solutions



In accordance with ANSI Accredited Program #0655, this certificate is valid for 5 years from the date of issuance. The ServSafe logo and the arc design are trademarks of the NRAEF, National Restaurant Association® and the arc design

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.

00245 09/05/18



## Certificate of Registration

DR-11  
R. 10/17

Issued Pursuant to Chapter 212, Florida Statutes

65-8017602389-3

08/31/18

Certificate Number

Registration Effective Date

This certifies that

LATE RISERS LLC  
14 SCHOONER CT  
ST. AUGUSTINE FL 32080-5963

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.



# SAFESTAFF®

dbpr

DBPR CONTRACTED FOOD SAFETY PROVIDER

DBPR Approved Program Provider No. 1752486

FLORIDA  
RESTAURANT &  
LODGING  
ASSOCIATION

DAVID RIEBLER

FOODHANDLER NAME

02/03/81

DATE OF BIRTH

LOWE SHERMAN 12/02/58

TRAINER'S NAME

TRNR CERTIFICATE NO.

07/24/19

DATE OF TRAINING

PANAMA HATTIES

BUSINESS NAME

07/24/22

EXPIRES (ADD YEARS TO DATE OF TRAINING)

© 2019 FLORIDA RESTAURANT & LODGING ASSOCIATION. ALL RIGHTS RESERVED.

SAFESTAFF® IS A REGISTERED TRADEMARK OF THE FLORIDA RESTAURANT & LODGING ASSOCIATION. ALL RIGHTS RESERVED.

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

ATTACHMENT "3-B"  
CLAIMS, LIENS, LITIGATION HISTORY  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or Sub-Consultant) or been sued by or had a formal claim filed by an owner, Sub-Consultant or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: n/a Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: n/a

Name(s) of the project owner(s)/manager(s) to include address and phone number:

n/a

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

none

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No  If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, please explain why? n/a

7. List the status of all pending claims currently filed against your company:

n/a

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  If yes, please explain in detail:

(Use additional or supplemental pages as needed)

**MISC. NO: 19-75**  
**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**

**ATTACHMENT "3-D"**

**RELATED EXPERIENCE**

(Attach or insert copy here of a written narrative for at least one (1) year experience in operating and/or managing a concession or other food service in the past five (5) years.)

*Please see attached document*

**Operation & Management of the Food & Beverage Services at  
St. John's Golf Club**



**III. Qualifications**

**Licenses & Certifications**

Please see the attachment 3-A for a list of licenses and certifications. Not included on the list are the following:

**Educational History: Elizabeth Simms**

|                                      |   |                                  |
|--------------------------------------|---|----------------------------------|
| University of Maryland, College Park | B.A. Communications Research & Social Influence | Graduated May 2004               |
| L'Academie De Cuisine                | Diploma in Culinary Arts                        | Graduated June 2013, with honors |

**Skills & Experience**

The management has a combined 30 years of experience in the hospitality industry.

Chef Elizabeth Simms is a classically trained chef with over 12 years in the hospitality industry. Ms. Simms has worked in elite venues throughout the US, and internationally in Australia and the Cayman Islands. She has managed operations for both front and back of house teams in hotels, resorts, restaurants, private member clubs, and catering companies. This resume includes work most recently (prior to the opening of Late Risers Food Truck) at Hammock Beach Resort, where the Chef ran day-to-day operations for the golf course café, in-room dining and 5 additional venues on the property. This included the management of budgets in the millions, and the recruitment, staffing, scheduling and training of more than 30 team members.

Mr. David Rieser has had over 20 years of experience in front of house positions in renowned restaurants, clubs, lounges and resorts throughout Pennsylvania and Florida. These opportunities include building and establishing a bar in Philadelphia with a small team of professionals and running the beverage program at high profile and high-volume bars throughout the Florida Keys.

Together, Chef Simms & Mr. Rieser have run a successful food truck and catering business for nearly two years. Late Risers Food Truck has successfully turned a profit throughout its operation since September 2018. The company has served thousands of diners since its inception, including more than 20 off-premise events ranging from intimate brunches for ten persons to gala dinners for 160 guests. Modest growth has occurred from quarter to quarter since the launch of the organization.

**Equipment Inventory**

Until the proposal is accepted, kitchen equipment for the café will not be purchased. At that point, in advance of the renovations to the club house and golf course we intend to utilize used and new electric equipment as well as the Food Truck as the main prep kitchen.

**Operation & Management of the Food & Beverage Services at  
St. John's Golf Club**



In the Food Truck, there is a fryer, full size conventional oven, four burner stove and a 36" grill. There is also a 29" upright refrigerator, 29" upright freezer and a 36 inch sandwich prep.

In the café, there will be a 2-3 door upright refrigerator, 36-48" sandwich prep, undercounter freezer, induction burner or small double burner, electric oven, tabletop fryer, sous vide cooker, sandwich grill, slicer, kitchen aid mixer/grinder, sausage stuffer. These items will be purchased by Late Risers. A dishwasher will likely be rented, but service will begin with the existing triple sink. 2-3 Stainless worktables will also be purchased. Based upon volume and the reception of Late Risers' fare additional equipment or gas/propane powered equipment may be included in the cafe in the future.

Additional conversations regarding insurance coverage as to equipment and furnishings within the café space will be discussed.

OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

ATTACHMENT "4-A"

REFERENCES

Each Respondent must submit a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described in this RFP. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

1. Reference Company Name: St Augustine Yacht Club
Date(s) of Service: Fall 2018 - present
Project Information (Type of Study): Provide catering services for events 300-100 persons
Primary Reference Contact Name and Title: Colleen Latta - Kitchen Manager
Contact Phone Number: 850 766 1002
Contact Email Address: colleen\_latta@hotmail.com

\*\*\*\*\*

2. Reference Company Name: Ben Wells Produce
Date(s) of Service: Fall 2018 - present
Project Information (Type of Study): Our primary produce vendor
Primary Reference Contact Name and Title: Megan DeJonge / owner / founder
Contact Phone Number: 863 370 8555
Contact Email Address: meghan.bwproduce@gmail.com

\*\*\*\*\*

3. Reference Company Name: Kanine Social
Date(s) of Service: Winter 2019 - present
Project Information (Type of Study): Provide food service on a regular basis
Primary Reference Contact Name and Title: Dustin Fries / owner
Contact Phone Number: 904 338 3410
Contact Email Address: dustin@kaninesocial.com

\*\*\*\*\*

4. Reference Company Name: Farmers Markets / Night Markets at The Amp
Date(s) of Service: Spring 2019 - present
Project Information (Type of Study): Food services at markets on regular basis
Primary Reference Contact Name and Title: Katie Provow, Market Manager
Contact Phone Number: 904 315 9252
Contact Email Address: staampmkt@gmail.com



MISC. 19-75

5. Reference Company Name: PCI Concessions (The Amp, St Augustine)  
Date(s) of Service: Jan 2019 - present  
Project Information (Type of Study): Food service at concerts & events  
Primary Reference Contact Name and Title: Rebecca, Food Trucks Mgr  
Contact Phone Number: 904 209 3754  
Contact Email Address: st.augustineampfoodtruckspci@gmail.com

\*\*\*\*\*

**MISC. NO: 19-75**  
**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**

**ATTACHMENT "5-A"**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; G. Insurance Requirements (Page 6).

**CERTIFICATES OF INSURANCE**  
(Attach or insert copy here)

See attached document



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Zelen Risk Solutions, Inc.<br>7964 Devoe Street<br>Jacksonville FL 32220 | <b>CONTACT NAME:</b> Vicky Zelen<br><b>PHONE (A/C, No, Ext):</b> (904) 262-8080<br><b>FAX (A/C, No):</b> (904) 262-1444<br><b>E-MAIL ADDRESS:</b> vicky@zelenrisk.com  |                               |        |  |  |   |  |            |  |            |  |            |  |            |
|---|--|-------------------------------|--------|--|--|---|--|------------|--|------------|--|------------|--|------------|
|   | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Scottsdale Insurance Company</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>Progressive Express Insurance Company</b></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: <b>Scottsdale Insurance Company</b> |  | INSURER B: <b>Progressive Express Insurance Company</b> |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                               |        |  |  |   |  |            |  |            |  |            |  |            |
| INSURER A: <b>Scottsdale Insurance Company</b>  |  |                               |        |  |  |   |  |            |  |            |  |            |  |            |
| INSURER B: <b>Progressive Express Insurance Company</b>                                     |  |                               |        |  |  |   |  |            |  |            |  |            |  |            |
| INSURER C:  |  |                               |        |  |  |   |  |            |  |            |  |            |  |            |
| INSURER D:  |  |                               |        |  |  |   |  |            |  |            |  |            |  |            |
| INSURER E:  |  |                               |        |  |  |   |  |            |  |            |  |            |  |            |
| INSURER F:  |  |                               |        |  |  |   |  |            |  |            |  |            |  |            |
| <b>INSURED</b><br>Late Risers LLC<br>14 Schooner Ct.<br>St Augustine FL 32080               |  |                               |        |  |  |   |  |            |  |            |  |            |  |            |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR (INSR) (WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|------------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                        | CPS3270909    | 09/01/2019              | 09/01/2020              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |                        | 081063010     | 09/01/2019              | 09/01/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$      RETENTION \$  |                        |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A                    |               |                         |                         | PER STATUTE      OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>St. Johns County, a political subdivision of the State of Florida<br>500 San Sebastian View<br>St. Augustine, FL 32084 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE: <i>Vicky M. Zelen</i> <PC> |
|---|--|

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

Company Name: Late Risers LLC

St. Johns County Board of County Commissioners

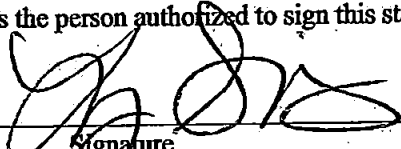
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Late Risers LLC does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

  
Signature

03.10.2020  
Date

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

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 St John's. Before me, the undersigned authority, personally appeared Elizabeth S. Simms who, being duly sworn, deposes and says he is owner (Title) of Late Risers LLC (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for Misc. No: 19-75; Operation & Management of Food & Beverage Services at St. Johns Golf Club.

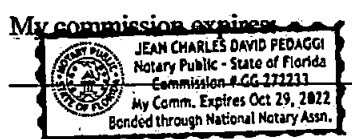
The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither 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.

[Signature]  
(Proposer)  
By Elizabeth Simms  
owner  
(Title)

STATE OF Florida  
COUNTY OF St Johns

Subscribed and sworn to before me this 5 day of March, 2020, by Elizabeth Simms who personally appeared before me at the time of notarization, and who is personally known to me or who has produced Driver's License as identification.

Jean Charles Pedaggi  
Notary Public



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

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB  
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name} Late Risers LLC, being of lawful age  
and being duly sworn I, {insert affiant name} Elizabeth S. Simms, as {insert position or title}  
OWNER (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under  
penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 5 day of March, 2020.

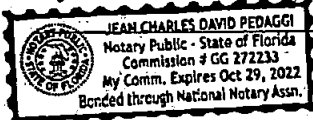
[Signature]  
Signature of Affiant

STATE OF Florida  
COUNTY OF St. Johns

Subscribed and sworn to before me this 5<sup>th</sup> day of March, 2020, by Elizabeth Simms  
who personally appeared before me at the time of notarization, and who is personally known to me or who has produced  
Driver License as identification.

Jean Charles Pedaggi  
Notary Public

My commission expires:



MISC. NO: 19-75

OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

Company Name: Late Risers LLC

St. Johns County Board of County Commissioners

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: Misc. No 19-75: Operation & Management of the Food & Beverage Services at St. Johns Golf Club

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

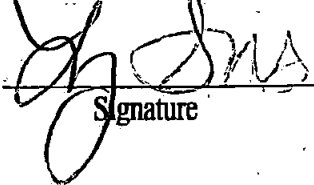


I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Elizabeth S. Simms

Authorized Representative(s):   
Signature

Elizabeth S. Simms / owner  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title



## St. Johns County Board of County Commissioners

Purchasing Division

August 2, 2019

### ADDENDUM #1

**To:** Prospective Proposers

**From:** St. Johns County Purchasing Department

**Subject:** Misc. RFP No: 19-75; Operation & Management of Food & Beverage Services at St. Johns Golf Club

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, Travis Hembree, Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

### Questions:

1. Could you please advise if the kitchen equipment currently installed in the concession is property of the County?

**Answer:** The kitchen equipment currently installed in the concession is not property of the County.

2. Are five reference letters needed from a particular contract or referral letters from separate contracts?

**Answer:** Yes, the County is requesting a list of references (referral letters are not necessary).

3. Is the kitchen equipment and beverage golf cart included with the lease?

**Answer:** No.

4. What restaurant equipment is included?

**Answer:** The ice machine, tables and chairs, and cabinetry.

5. On average, what are the total number of rounds played per month?

**Answer:** Please see attached: "Player Count by Month & Year" form.

6. What is the average electric cost?

**Answer:** The average electric cost for prior operation was four hundred sixty one dollars and two cents (\$461.02) per month.



7. Is the Concessionaire responsible for the cost of the dumpster rental and service?

**Answer: Yes.**

8. Is Wi-Fi available?

**Answer: Public Wi-Fi is available, but the Concessionaire is responsible for the cost of internet service and/or Wi-Fi related to business operations.**

9. Are the existing televisions owned by the County?

**Answer: Yes.**

10. Is the Concessionaire responsible for the water bill?

**Answer: No.**

11. How many events and tournaments does the St. Johns Golf Club host?

**Answer: The number of special events vary, but recurring events can be found on the homepage and calendar of the St. Johns Golf Club website: <https://www.sjgc.com/index.aspx>**

12. Does the restaurant equipment use propane or natural gas?

**Answer: Propane.**

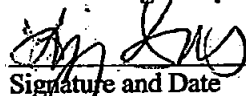
13. Is the Contract term one (1) year with up to four (4) renewal periods?

**Answer: The initial Contract Term and renewal of this Contract Agreement shall be contingent upon tentative scheduled renovation, satisfactory performance by the Concessionaire, and the approval of the Golf Director and Purchasing Representative, or their authorized designee(s). The RFP will be re-solicited and a new Contract will be issued upon renovation of the facility.**

**THE RFP DUE DATE REMAINS August 15, 2019 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

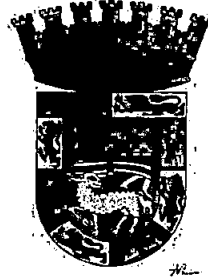
 03.10.2020  
Signature and Date

Travis Hembree  
Procurement Coordinator

Elizabeth Simms, owner  
Printed Name/Title

Late Risers LLC  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

**MISC. NO: 19-75  
REQUEST FOR PROPOSALS**

**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT  
ST. JOHNS GOLF CLUB**

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcfll.us/Purchasing/index.aspx](http://www.sjcfll.us/Purchasing/index.aspx)

**Final: 07/11/2019**

**ST. JOHNS COUNTY, FL  
MISC. NO: 19-75; OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES  
AT ST. JOHNS GOLF CLUB**

**PART I: ADVERTISEMENT**

St. Johns County, FL is soliciting responses for **Misc. No: 19-75; Operation & Management of Food & Beverage Services at St. Johns Golf Club**. Any interested, qualified respondents may submit Proposal Packages to St. Johns County Purchasing Department Attn: Travis Hembree, Procurement Coordinator, located at 500 San Sebastian View, St. Augustine, FL 32084. All Proposal Packages are due at the SJC Purchasing Department by or before 4:00PM (EST) on **Thursday, August 15, 2019**. 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.

Any and all questions should be directed, *in writing*, to Travis Hembree, Procurement Coordinator via email at [thembree@sjcfl.us](mailto:thembree@sjcfl.us), fax to (904) 209-0157, or mailed directly to St. Johns County Purchasing, at 500 San Sebastian View, St. Augustine, FL 32084. Inquiries and questions **must** be submitted in writing via fax, letter or email to the party shown above and received no later than four o'clock (4:00PM) on **Thursday, August 1, 2019**.

Proposal Packages **MUST** be submitted in a **SEALED** envelope or container and clearly marked: **MISC. 19-75: OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**. Each package shall consist of one (1) original hard copy proposal, which shall include all required documents and any supplemental information, and one (1) exact PDF Copy of the submitted proposal on a USB Drive. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

**Deliver or Ship to:** SJC Purchasing Department  
ATTN: Travis Hembree  
500 San Sebastian View  
St. Augustine, FL 32084

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document **#19-75**. 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 from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

**Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

**PART II: INTRODUCTION**

**Objective:**

St. Johns County is soliciting Proposal Packages from qualified, experienced respondents who are interested in operating and managing the restaurant facility as well as providing a mobile beverage cart or alternative at the St. Johns Golf Club located at 4900 Cypress Links Blvd, Elkton, FL 32033, under the general direction of the St. Johns County Director of Golf.

**Scope of Work:**

The successful vendor shall be responsible for providing any and all labor, materials, equipment, personnel, and transportation to operate and manage the restaurant, 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 vendor shall also have the ability to provide a mobile beverage cart or alternative. 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.

**CONTRACT REQUIREMENTS**

It shall be the responsibility of any interested firms/individuals to visit the St. Johns Golf Club prior to the submission of any responses to this request. The County will not be facilitating any site visits.

**Minimum Qualifications:**

Interested firms must be currently licensed to do business in the State of Florida, must demonstrate proper licensing and certification in accordance with requirements of Chapter 509, Florida Statutes, and must have a minimum of one (1) year

experience in operating and/or managing a concession or other food service at a golf course or resort setting, and provide proof of such in the submitted response. Upon award, the Concessionaire must obtain and provide proof of a Local Business Tax Receipt from St. Johns County, unless the respondent is a state certified contractor. 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. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with all copies of each respondent's submitted package.

Inspection of the Respondents' facilities may be made prior to the award of a contract, with the award of a contract based partially on the approval of the facilities if an inspection is made by St. Johns County. 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 Concessionaires, County Staff may review records of performance to ensure that the Concessionaires are 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.

### **PART III: SERVICE REQUIREMENTS**

#### **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:**

- ❖ 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.
- ❖ 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.
- ❖ 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.
- ❖ 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 a beverage cart(s) or alternative on the golf course. The beverage carts or alternative shall not carry or sell glass containers for beverages on the golf course.
- ❖ 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.

- ❖ Provide a variety of beverage and snack items to customers on the golf course with a minimum of one (1) beverage cart or alternative with the necessary staff to man it when the Golf Club is open for business. The beverage cart or alternative shall be on the golf course no later than 9am daily unless otherwise approved by the Director of Golf. It will be determined by the Director of Golf when weather conditions prevent beverage carts or alternatives from being run on the golf course.
- ❖ Utilize the existing Cisco phone system that is available on site and use alternative communication like text messaging for on course or takeout orders.

#### **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 Representative at the time of any one (1) of the available renewals.

#### **Hours of Operation**

The Concessionaire shall be responsible for operating the concession, at a minimum, from 6:30am – 6:00pm during Eastern Standard Time (EST), and from 7:00am – 8:00pm during Eastern Daylight Saving Time (EDST). Hours of operation may be modified with the approval of the Director of Golf due to weather and special events. The restaurant must be adequately staffed for operation on all regularly scheduled work days.

#### **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. Director of Golf or Designee will work with concessionaire for events and with food service for events to allow for flexibility and diverse food service options.

#### **Restaurant Facility**

The Concessionaire shall be responsible for maintaining the restaurant facility throughout the duration of the contract. Any and all trash, recycling, 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 or recycled 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 including maintenance of the restaurant hood system and the fire suppression system.

### **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 "2-C" – Proposal

Form provided herein with each RFP Package. The Concessionaire shall suggest and pay the approved rental fee to the County for the use of the restaurant facility. This rental fee 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 (16<sup>th</sup>) day of each month, and shall accrue each day thereafter until rent is paid.

**Utilities**

The Concessionaire shall be responsible for the cost of the dumpster rental and service, all electricity, gas, and internet and cable associated with the facility.

**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 within thirty (30) days and 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.

**Sub-Contractors:**

The Concessionaire is not permitted to sub-contract any portion of the services required under this contract to any other individual, firm, or contractor at any time.

**PART IV: CONTRACT REQUIREMENTS**

**Contract Agreement & Term:**

The Contract Agreement for the Operation & Management of the Restaurant at the St. Johns Golf Club shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of one (1) year, with the opportunity to renew the contract for up to four (4), one-year contract renewal periods. The initial Contract Term and renewal of this Contract Agreement shall be contingent upon tentative scheduled renovation, satisfactory performance by the Concessionaire, and the approval of the Golf Director and Purchasing Representative, or their authorized designee(s).

**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 concession to ensure the Concessionaire is performing services in compliance with all 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.

**Insurance Requirements:**

The CONCESSIONAIRE shall not commence work under this Contract until he/she has obtained 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, 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 a 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 for all of its employees per Florida Statute 440.02. In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

## **PART V: RFP SUBMITTAL INSTRUCTIONS & FORMAT**

### **PROPOSAL PACKAGE**

Each Respondent shall submit in his/her Proposal Package sufficient information to demonstrate the capability and capacity to successfully perform the services required to operate and manage the restaurant at the St. Johns Golf Club.

Respondents are responsible for any and all costs associated with developing and submitting a Proposal Package in response to this request. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire procurement process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Proposal Packages received in response to this Request shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

### **Proposal Package Format:**

All Packages must include the following components:

| <b><u>Section</u></b> | <b><u>Topic</u></b>                       |
|-----------------------|---|
| 1                     | Letter of Introduction                    |
| 2                     | Approach to Services / Methodology        |
|                       | a. Proposed Menu Items (Attachment "2-B") |
|                       | b. Proposed Rental Fee (Attachment "2-C") |
| 3                     | Qualifications                            |
| 4                     | References                                |

**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 Proposal Package, and a copy of the letter of introduction with each copy of the Proposal Package. The letter of introduction should include the following:

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



- Types of services and products offered;
- Number of years in business;
- Number of employees;
- A brief statement of the Respondent's background and history;

**Section 2: Approach to Services / Methodology** – Each Respondent shall demonstrate the methodology to be used to approach the performance of operation and management of the concession. Respondents shall explain strategies for marketing, operation of the concession, methods on staffing, proposed menu items, seasonal strategies, etc. Each Respondent shall provide a menu, with pricing, for proposed breakfast and lunch items, along with any and all additional items the Respondent is proposing to offer at the concession.

In this section, Respondents shall also submit their Proposed Monthly Rent amount. This information shall be submitted on Attachment "2-C". The firm submitting the lowest proposed cost shall receive the maximum weighted score for the price criteria as provided in the formula below.

| Vendor | Proposed Implementation Total Cost | Percentage | By | Weight | Equals | Weighted Score*** |
|--------|------------------------------------|------------|----|--------|--------|-------------------|
| A      | \$1,000                            | 100        | X  | 25     | =      | 25                |
| B      | \$2,000                            | 50*        | X  | 25     | =      | 12.5              |
| C      | \$5,000                            | 20**       | X  | 25     | =      | 5                 |

\* Vendor B's percentage is  $\$1,000 \div \$2,000 = 50\%$

\*\* Vendor C's percentage is  $\$1,000 \div \$5,000 = 20\%$

\*\*\* Weighted Score shall be rounded to nearest whole number

**Section 3: Qualifications** – Each Respondent shall provide documentation to fully demonstrate sufficient qualifications to perform the required services under this contract agreement. The information in this section shall include, but is not limited to licenses, permits, certificates held by the responding company and/or any employees, key personnel, manpower, and organization, previous experience in related industries, equipment inventory, expertise, and any and all other supplemental information that may demonstrate the Respondent's qualifications to perform the required services.

**Section 4: References** – Each Respondent shall provide five (5) references, from previous contracts for services of a size and scope similar to those described herein. Each reference shall include the bid or contract name and number, commencement and completion dates, total dollar amount earned from sales, and any and all contact information for a representative from the owner agency, for services performed within the last five (5) years.

**Section 5: Administrative Information**

Please include the following:

- Proof of Liability Insurance and its limits (Attachment "5-A")
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest
- Acknowledged Addenda

**EVALUATION OF PROPOSALS**

The County shall score the submitted proposals based on the format stated below:

| <u>Category</u>         | <u>Score</u> |
|-------------------------|--------------|
| 1. Qualifications       | 0-50         |
| 2. Approach to Services | 0-50         |
| 3. Proposed Menu        | 0-25         |
| 4. Proposed Cost        | 0-25         |
| 5. References           | 0-10         |

It shall be the intent of the County to negotiate a contract with the Respondent who receives the most points based on the evaluation of the submitted proposals.

**PART VI: EVALUATORS'S SCORE SHEET EXAMPLE**

ST. JOHNS COUNTY FLORIDA  
BOARD OF COUNTY COMMISSIONERS

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

**CRITERIA RANKING:**

| Respondents | A.                            | B.  | C.                           | D.                        | D.                        | TOTALS  |
|-------------|-------------------------------|---|------------------------------|---------------------------|---------------------------|---------|
|             | Qualifications<br><br>0 to 50 | Approach to Services / Methodology<br><br>0 to 50 | Proposed Menu<br><br>0 to 25 | Proposed Cost<br><br>0-25 | References<br><br>0 to 10 | 0 - 160 |
|             |                               |   |                              |                           |                           |         |
|             |                               |   |                              |                           |                           |         |
|             |                               |   |                              |                           |                           |         |
|             |                               |   |                              |                           |                           |         |
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|             |                               |   |                              |                           |                           |         |
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|             |                               |   |                              |                           |                           |         |
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|             |                               |   |                              |                           |                           |         |
|             |                               |   |                              |                           |                           |         |
|             |                               |   |                              |                           |                           |         |
|             |                               |   |                              |                           |                           |         |
|             |                               |   |                              |                           |                           |         |

SIGNATURE OF RATER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**PART VII: RFP SUBMITTAL INSTRUCTIONS & FORMAT**

MISC. NO: 19-75

OPERATION & MANAGEMENT OF THE FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL, AND  
ONE (1) EXACT ELECTRONIC COPY TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**FULL LEGAL NAME OF COMPANY:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MISC. NO: 19-75**  
**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**

**ATTACHMENT "5-A"**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; G. Insurance Requirements (Page 6).

**CERTIFICATES OF INSURANCE**

(Attach or insert copy here)

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

Company Name: \_\_\_\_\_

**St. Johns County Board of County Commissioners**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

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 \_\_\_\_\_ COUNTY OF \_\_\_\_\_ . Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for Misc. No: 19-75; Operation & Management of Food & Beverage Services 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.

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

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

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB  
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age  
and being duly sworn I, {insert affiant name}, as {insert position or title}  
(ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under  
penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
who personally appeared before me at the time of notarization, and who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**

Company Name: \_\_\_\_\_

**St. Johns County Board of County Commissioners**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: Misc. No 19-75; Operation & Management of the Food & Beverage Services at St. Johns Golf Club

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

|                               |           |                  |
|-------------------------------|-----------|------------------|
| Authorized Representative(s): | _____     | _____            |
|                               | Signature | Print Name/Title |
|                               | _____     | _____            |
|                               | Signature | Print Name/Title |



**MISC. NO: 19-75**  
**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**

**Full Legal Company Name:** \_\_\_\_\_

**ATTACHMENT "2-A"**  
**APPROACH TO SERVICES / METHODOLOGY**  
(Attach or insert copy here)

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

ATTACHMENT "2-B"

PROPOSED MENU ITEMS

(Attach or insert copy here of proposed menu items and prices.)

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

ATTACHMENT "2-C"

OFFICIAL PROPOSAL FORM

The following proposal is presented for:

OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

Payments to County:

Proposed Monthly Rental Amount: \$ \_\_\_\_\_

During the preparation of the RFP, the following addenda, if any, were received:

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the Board of County Commissioners, or any other agent or employee of the County, director or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

FULL LEGAL COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

MINORITY OR WOMAN OWNED BUSINESS: \_\_\_\_\_

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

\_\_\_\_\_  
(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

EMAILADDRESS: \_\_\_\_\_



OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

ATTACHMENT "3-B"  
CLAIMS, LIENS, LITIGATION HISTORY  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or Sub-Consultant) or been sued by or had a formal claim filed by an owner, Sub-Consultant or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

MISC. NO: 19-75  
OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

ATTACHMENT "3-C"

EQUIPMENT INVENTORY

(Attach or insert copy here of an inventory list of equipment including description, model numbers, age of equipment, and identify if the equipment is owned or leased.)

| Equipment Description | Model # | Age of Equipment | Owned / Leased |
|-----------------------|---------|------------------|----------------|
|                       |         |                  |                |
|                       |         |                  |                |
|                       |         |                  |                |
|                       |         |                  |                |
|                       |         |                  |                |
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|                       |         |                  |                |
|                       |         |                  |                |
|                       |         |                  |                |
|                       |         |                  |                |

(Add additional sheets as necessary)

**MISC. NO: 19-75**  
**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**  
**ATTACHMENT "3-D"**

**RELATED EXPERIENCE**

(Attach or insert copy here of a written narrative for at least one (1) year experience in operating and/or managing a concession or other food service in the past five (5) years.)

**MISC. NO: 19-75**  
**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**  
**ATTACHMENT "4-A"**

**REFERENCES**

Each Respondent must submit a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described in this RFP. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

1. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of Study): \_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

2. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of Study): \_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

3. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of Study): \_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

4. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of Study): \_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_



**MISC. 19-75**

- 5. Reference Company Name: \_\_\_\_\_
- Date(s) of Service: \_\_\_\_\_
- Project Information (Type of Study): \_\_\_\_\_
- Primary Reference Contact Name and Title: \_\_\_\_\_
- Contact Phone Number: \_\_\_\_\_
- Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

**PART VIII: OPTIONAL CHECKLIST**

**MISC. NO: 19-75**

**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**


| <b>SECTION</b>   | <b>ATTACHMENT NAME</b>                                | <b>CHECK BOX</b> | <b>ST. JOHNS COUNTY USE</b> |
|------------------|---|------------------|-----------------------------|
| <b>Section 1</b> | Letter of Introduction                                |                  |                             |
| <b>Section 2</b> | Approach to Services / Methodology – Attachment “2-A” |                  |                             |
|                  | Attachment “2-B” – Proposed Menu                      |                  |                             |
|                  | Attachment “2-C” – Official Proposal Form             |                  |                             |
| <b>Section 3</b> | Qualifications  |                  |                             |
|                  | Attachment “3-A” – Licenses/Permits/Certifications    |                  |                             |
|                  | Attachment “3-B” – Claims, Liens, Litigation History  |                  |                             |
|                  | Attachment “3-C” – Equipment Inventory                |                  |                             |
|                  | Attachment “3-D” – Related Experience                 |                  |                             |
| <b>Section 4</b> | References - Attachment “4-A”                         |                  |                             |
| <b>Section 5</b> | Administrative Information (include the following):   |                  |                             |
|                  | Certificates of Insurance - Attachment “5-A”          |                  |                             |
|                  | Drug Free Work Place Form                             |                  |                             |
|                  | RFP Affidavit   |                  |                             |
|                  | RFP Affidavit of Solvency                             |                  |                             |
|                  | Conflict of Interest Form                             |                  |                             |
|                  | Copies of all Acknowledged Addenda                    |                  |                             |

**SEALED MAILING LABEL**

**MISC. NO: 19-75**  
**OPERATION & MANAGEMENT OF FOOD & BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB**

**Cut along the outer border and affix this label  
to your sealed RFP envelope to identify it as a  
"Sealed RFP"**

|                                 |  |
|---------------------------------|--|
| <b>SEALED RFP • DO NOT OPEN</b> |  |
| SEALED RFP NO.:                 | <u>MISC. 19-75</u>   |
| RFP TITLE:                      | <b>OPERATION &amp; MANAGEMENT OF<br/>FOOD &amp; BEVERAGE SERVICES AT ST.<br/>JOHNS GOLF CLUB</b> |
| DUE DATE/TIME:                  | <u>Thursday, August 15, 2019 @ 4:00 p.m.</u>   |
| SUBMITTED BY:                   | _____  |
|                                 | Company Name   |
|                                 | _____  |
|                                 | Company Address  |
|                                 | _____  |
|                                 | Company Address  |
| DELIVER TO:                     | St. Johns County Purchasing Dept.<br>500 San Sebastian View<br>St. Augustine, FL 32084           |



**END OF DOCUMENT**



## St. Johns County Board of County Commissioners

Purchasing Division

August 2, 2019

### ADDENDUM #1

**To: Prospective Proposers**

**From: St. Johns County Purchasing Department**

**Subject: Misc. RFP No: 19-75; Operation & Management of Food & Beverage Services at St. Johns Golf Club**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, Travis Hembree, Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

### Questions:

1. Could you please advise if the kitchen equipment currently installed in the concession is property of the County?

**Answer: The kitchen equipment currently installed in the concession is not property of the County.**

2. Are five reference letters needed from a particular contract or referral letters from separate contracts?

**Answer: Yes, the County is requesting a list of references (referral letters are not necessary).**

3. Is the kitchen equipment and beverage golf cart included with the lease?

**Answer: No.**

4. What restaurant equipment is included?

**Answer: The ice machine, tables and chairs, and cabinetry.**

5. On average, what are the total number of rounds played per month?

**Answer: Please see attached: "Player Count by Month & Year" form.**

6. What is the average electric cost?

**Answer: The average electric cost for prior operation was four hundred sixty one dollars and two cents (\$461.02) per month.**

7. Is the Concessionaire responsible for the cost of the dumpster rental and service?

**Answer: Yes.**

8. Is Wi-Fi available?

**Answer: Public Wi-Fi is available, but the Concessionaire is responsible for the cost of internet service and/or Wi-Fi related to business operations.**

9. Are the existing televisions owned by the County?

**Answer: Yes.**

10. Is the Concessionaire responsible for the water bill?

**Answer: No.**

11. How many events and tournaments does the St. Johns Golf Club host?

**Answer: The number of special events vary, but recurring events can be found on the homepage and calendar of the St. Johns Golf Club website: <https://www.sjgc.com/index.aspx>**

12. Does the restaurant equipment use propane or natural gas?

**Answer: Propane.**

13. Is the Contract term one (1) year with up to four (4) renewal periods?

**Answer: The initial Contract Term and renewal of this Contract Agreement shall be contingent upon tentative scheduled renovation, satisfactory performance by the Concessionaire, and the approval of the Golf Director and Purchasing Representative, or their authorized designee(s). The RFP will be re-solicited and a new Contract will be issued upon renovation of the facility.**

**THE RFP DUE DATE REMAINS August 15, 2019 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Travis Hembree  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**

Player Count By Month & Year

|           | FY 92 | FY 93 | FY 94 | FY 95 | FY 96 | FY 97 | FY 98 | FY 99 | FY 00 | FY 01 | FY 02 | FY 03 | FY 04 | FY 05 |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| October   | 3079  | 3470  | 3616  | 3372  | 4289  | 4426  | 5029  | 4881  | 4990  | 4775  | 5146  | 4943  | 5440  | 4685  |
| November  | 3366  | 3521  | 3680  | 3760  | 4278  | 5204  | 4995  | 4902  | 5396  | 5084  | 4697  | 5258  | 5035  | 4950  |
| December  | 3454  | 3845  | 3737  | 3738  | 3982  | 4715  | 3979  | 4958  | 4981  | 3999  | 4907  | 4273  | 4572  | 4317  |
| January   | 4078  | 4512  | 3802  | 5372  | 5376  | 6498  | 6969  | 6826  | 6164  | 6540  | 6148  | 5600  | 6226  | 5457  |
| February  | 5326  | 5178  | 5359  | 5785  | 6646  | 7647  | 5897  | 7051  | 8268  | 6979  | 7313  | 7200  | 6956  | 6273  |
| March     | 6485  | 5644  | 6555  | 7033  | 6757  | 8974  | 8307  | 8943  | 9318  | 7663  | 9801  | 8278  | 9965  | 8,089 |
| April     | 5731  | 5910  | 6103  | 6470  | 7401  | 7090  | 8010  | 8276  | 8135  | 8082  | 7735  | 8229  | 8404  | 7285  |
| May       | 4379  | 4730  | 4945  | 5351  | 5929  | 6430  | 6463  | 6632  | 6588  | 6165  | 6414  | 6511  | 6413  | 5633  |
| June      | 3964  | 4102  | 4234  | 4335  | 4440  | 5687  | 5122  | 5719  | 5630  | 4773  | 4829  | 5763  | 5701  | 4994  |
| July      | 4368  | 4613  | 4488  | 5107  | 4932  | 6138  | 5791  | 6204  | 6008  | 5474  | 5620  | 6039  | 5951  | 5,330 |
| August    | 3617  | 3824  | 3815  | 3693  | 4513  | 5390  | 3836  | 5173  | 5201  | 4318  | 4759  | 4765  | 4497  | 4,327 |
| September | 2721  | 3569  | 3952  | 3681  | 3863  | 4334  | 3727  | 3541  | 3126  | 3722  | 3982  | 4583  | 2582  | 3577  |
| Total     | 50568 | 52918 | 54286 | 57697 | 62406 | 72533 | 68125 | 73106 | 73805 | 67574 | 71351 | 71442 | 71742 | 64917 |

|           | FY 06 | FY 07 | FY 08 | FY 09 | FY 10 | FY 11 | FY 12 | FY 13 | FY 14 | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| October   | 3819  | 5307  | 4470  | 4588  | 4533  | 4478  | 3273  | 3029  | 3167  | 3709  | 3852  | 3302  | 3130  | 3734  |
| November  | 4749  | 5595  | 5953  | 4877  | 4317  | 3696  | 3353  | 3250  | 3110  | 3077  | 3451  | 3816  | 3500  | 3550  |
| December  | 4700  | 4707  | 5425  | 4707  | 3438  | 2984  | 3302  | 3124  | 3620  | 3559  | 3876  | 3981  | 3335  | 2568  |
| January   | 6234  | 6375  | 6228  | 5433  | 4185  | 4463  | 4332  | 4317  | 3263  | 4111  | 3783  | 4872  | 3225  | 4025  |
| February  | 6302  | 7378  | 8121  | 6795  | 5268  | 6182  | 4972  | 4866  | 3565  | 4246  | 4915  | 5674  | 5337  | 5157  |
| March     | 9684  | 9133  | 9315  | 8714  | 7605  | 7741  | 6411  | 5808  | 5000  | 6124  | 6349  | 6399  | 6119  | 6132  |
| April     | 7731  | 7315  | 7382  | 6664  | 5983  | 5488  | 4631  | 4326  | 4717  | 4954  | 5226  | 5357  | 4935  | 5219  |
| May       | 6167  | 6167  | 6483  | 4,290 | 4,901 | 4,256 | 3539  | 3452  | 4846  | 4,589 | 4721  | 4632  | 3824  | 4345  |
| June      | 5118  | 5376  | 5313  | 4400  | 3,286 | 3,059 | 2391  | 2729  | 4060  | 3660  | 3705  | 3412  | 3599  | 3689  |
| July      | 6,074 | 6076  | 6018  | 4829  | 3,214 | 3,646 | 2858  | 3238  | 3238  | 3814  | 3736  | 3587  | 3663  | 3673  |
| August    | 5,008 | 4662  | 3632  | 3963  | 2,979 | 2,950 | 2082  | 2405  | 3269  | 3092  | 3448  | 3525  | 3747  |       |
| September | 5,058 | 4162  | 4149  | 3892  | 3,305 | 3,035 | 2553  | 2385  | 2,886 | 2643  | 3521  | 2650  | 3902  |       |
| Total     | 70644 | 72253 | 72489 | 63152 | 53014 | 51978 | 43697 | 42929 | 44741 | 47578 | 50583 | 51207 | 48316 | 42092 |

Player Count By Month & Year

| Month     | FY 92 | FY 93 | FY 94 | FY 95 | FY 96 | FY 97 | FY 98 | FY 99 | FY 00 | FY 01 | FY 02 | FY 03 | FY 04 | FY 05 |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| October   | 3079  | 3470  | 3616  | 3372  | 4287  | 4426  | 5029  | 4881  | 4990  | 4775  | 5146  | 4943  | 5440  | 4685  |
| November  | 3366  | 3521  | 3680  | 3760  | 4278  | 5204  | 4995  | 4902  | 5396  | 5084  | 4697  | 5258  | 5035  | 4950  |
| December  | 3454  | 3845  | 3737  | 3738  | 3982  | 4715  | 3979  | 4958  | 4981  | 3999  | 4907  | 4273  | 4572  | 4317  |
| January   | 4078  | 4512  | 3802  | 5372  | 6498  | 6969  | 6826  | 6164  | 6540  | 6148  | 5600  | 6226  | 5457  |       |
| February  | 5326  | 5178  | 5359  | 5785  | 6646  | 7647  | 5897  | 7051  | 8668  | 6979  | 7313  | 7200  | 6956  | 6273  |
| March     | 6485  | 5644  | 6555  | 7033  | 6757  | 8947  | 8307  | 8943  | 8763  | 9818  | 7663  | 8278  | 9965  | 8,089 |
| April     | 5731  | 5910  | 6103  | 6470  | 7401  | 7090  | 8010  | 8276  | 8135  | 8082  | 7735  | 8229  | 8404  | 7285  |
| May       | 4379  | 4730  | 4945  | 5351  | 5929  | 6430  | 6463  | 6632  | 6588  | 6165  | 6414  | 6511  | 6413  | 5633  |
| June      | 3964  | 4102  | 4234  | 4335  | 4440  | 5687  | 5122  | 5719  | 5630  | 4773  | 4829  | 5763  | 5701  | 4994  |
| July      | 4368  | 4613  | 4488  | 5107  | 4932  | 6138  | 5791  | 6204  | 6008  | 5474  | 5620  | 6039  | 5951  | 5,330 |
| August    | 3617  | 3824  | 3815  | 3693  | 4513  | 5390  | 3836  | 5173  | 5201  | 4318  | 4759  | 4765  | 4497  | 4,327 |
| September | 2721  | 3569  | 3952  | 3681  | 3863  | 4334  | 3727  | 3541  | 3126  | 3722  | 3982  | 4583  | 2582  | 3577  |
| Total     | 50568 | 52918 | 54286 | 57697 | 62406 | 72533 | 68125 | 73106 | 73805 | 67574 | 71351 | 71442 | 71742 | 64917 |
| October   | 3819  | 5307  | 4470  | 4588  | 4478  | 3273  | 3029  | 3167  | 3709  | 3852  | 3302  | 3130  | 3734  | 3734  |
| November  | 4749  | 5595  | 5953  | 4877  | 4317  | 3353  | 3250  | 3110  | 3077  | 3451  | 3816  | 3500  | 3550  | 3550  |
| December  | 4700  | 4707  | 5425  | 4707  | 3438  | 2984  | 3302  | 3124  | 3620  | 3559  | 3876  | 3981  | 3335  | 2568  |
| January   | 6234  | 6288  | 6433  | 4185  | 4463  | 4332  | 4317  | 3263  | 3783  | 4111  | 4872  | 3225  | 4025  | 4025  |
| February  | 6302  | 7378  | 8121  | 6795  | 6182  | 4972  | 4866  | 4246  | 4915  | 5674  | 5337  | 6132  | 5157  | 5157  |
| March     | 9684  | 9133  | 9345  | 8714  | 7605  | 6411  | 5808  | 5000  | 6124  | 6349  | 6399  | 6119  | 6132  | 6132  |
| April     | 7731  | 7315  | 7382  | 6664  | 5983  | 4631  | 4326  | 4717  | 4954  | 5226  | 5337  | 4935  | 5219  | 5219  |
| May       | 6167  | 6167  | 6483  | 4,290 | 4,901 | 4,256 | 3,539 | 3,452 | 4,846 | 4,589 | 4,721 | 3,824 | 4,345 | 4,345 |
| June      | 5118  | 5313  | 4400  | 3,286 | 3,059 | 2,391 | 2,729 | 4,060 | 3,660 | 3,705 | 3,412 | 3,599 | 3,689 | 3,689 |
| July      | 6,074 | 6076  | 6018  | 4829  | 3,214 | 2,858 | 3,238 | 3,814 | 3,736 | 3,587 | 3,663 | 3,673 | 3,673 | 3,673 |
| August    | 5,008 | 4662  | 3632  | 3963  | 2,979 | 2,082 | 2,405 | 3,269 | 3,092 | 3,448 | 3,525 | 3,747 | 3,747 | 3,747 |
| September | 5,058 | 4162  | 4149  | 3892  | 3,305 | 2,553 | 2,385 | 2,886 | 2,643 | 3,521 | 2,650 | 3,902 | 3,902 | 3,902 |
| Total     | 70644 | 72253 | 72489 | 63152 | 53014 | 51978 | 43697 | 42929 | 44741 | 47578 | 50583 | 51207 | 48316 | 42092 |