

RESOLUTION No. 2024-526

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD MISC NO. 1831 AND TO EXECUTE AN AGREEMENT FOR OPERATION & MANAGEMENT OF THE FOOD AND BEVERAGE SERVICES AT THE ST. JOHNS GOLF CLUB RECITALS

WHEREAS, the County desires to enter into a revenue generating contract, with HZIP, LLC for Operation & Management of the Food and Beverage Services at the St. Johns Golf Club. The County would receive 5% of all revenue generated from gross sales of food, beverage, and event services at Saint Johns Golf Club, with a guaranteed minimum monthly payment of \$1,200.00.

WHEREAS, the scope of the project shall consist of Operation & Management of the Food and Beverage Services; and

WHEREAS, through the County's formal Quote process, HZIP, LLC was the only qualified Respondent to enter into a contract with the County to perform the work referenced above; and

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award MISC 1831 to HZIP, LLC.

Section 3. The County Administrator, or designee, is further authorized to execute the attached draft contract with HZIP, LLC on behalf of the County for a revenue contract as provided in Misc 1831. The contract will be finalized after further negotiations but will be in substantial conformance with the attached draft contract.

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 3rd day of December, 2024

Rendition Date DEC 03 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

By: [Signature]
Deputy Clerk





GENERAL SERVICES AGREEMENT
 BETWEEN
 ST. JOHNS COUNTY AND CONCESSIONAIRE

Concession Services Agreement No: 24-GSA-HZI-20330

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This Concession Services Agreement (hereafter "Agreement") is made this ___ day of _____, 2024 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **HZIP LLC** ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: 30 Birchshire Lane, Palm Coast, FL 32137 Phone: 808-818-3888, and E-mail: slbright@HZIP.org for **MISC 1831: Operations & Management of the Food and Beverage Services at Saint Johns Golf Club**, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are those documents that shall govern over the performance of the Services by the Contractor, and consist of the following documents which are incorporated herein by reference:

- a) Fully Executed Change Orders or Amendments to this Agreement;
- b) This fully executed Concession Services Agreement and all Exhibits and/or Attachments hereto;
- c) i. Exhibit A - Scope of Services
- d) ii. Exhibit B - Monthly Reporting Form
- e) iii. Exhibit C - Proposed Menu
- f) IFB Documents with all addenda thereto for Misc. No. 1831
- g) Insurance furnished by Contractor in accordance with Article XII herein.

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. No terms, conditions, limitations or exclusions in Contractor's proposal documents or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the main body of this Agreement shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Contractor is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should the Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the Director of Golf in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such a request shall be submitted to the Director of Golf by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The Director of Golf shall render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest to the Director of Golf's rendered determination within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the County's Purchasing Director, and shall state clearly, and in detail, the basis thereof. Failure by Contractor to protest the Director of Golf's rendered determination within fourteen (14) calendar days shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise. The County's Purchasing Director shall consider the Contractor's protest and render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the County's Purchasing Director's decision, Contractor shall deliver written notice to that effect to the County Administrator within three (3) business days of receipt of the County's Purchasing Director's decision.

1.1.4 Unless otherwise directed in writing, Contractor shall, at all times, carry on the Services in accordance with the requirements of this Agreement and the determination of the County, pending resolution of any dispute regarding the Contract Documents. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Services in accordance with this Agreement.

1.1.5 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services as required herein. Contractor shall have the right to keep one record set of the Contract Documents upon expiration or earlier termination of this Agreement, provided, however, that in no event shall Contractor and/or

Contractor's sub-contractors use, or permit to be used, any or all of such Contract Documents for other contracts without specific written consent of the County.

ARTICLE II DEFINITIONS

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as specifically provided herein. Terms defined herein for specific application to this Agreement shall govern over the general definitions of terms provided in the SJC Purchasing Policy. When the following terms appear in this Agreement, they shall have the following meaning:

- 2.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules, and regulations in effect at the time Work and Warranty Work is performed under this Concession Services Agreement.
- 2.2 Amendment: A document, signed by both Parties, providing the written modification to a previously issued Agreement, adding, revising, replacing, or removing terms and conditions or provisions of the Agreement.
- 2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.
- 2.4 Change Order: A document, signed by both Parties, providing the written modification to a previously issued Agreement, adjusting contract price, scope of work, or completion time.
- 2.5 Contract Price: The compensation made to the County, by Contractor, throughout the duration of this Agreement, as may be revised by Amendment. Unless otherwise approved by the County in writing, the Contract includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Sub-Contractor with respect to sales of goods purchased for the performance of the Work.
- 2.5 Contract Term: The duration of this Agreement, including any exercised renewals, as determined by the County, through and until final expiration or earlier termination as provided herein.
- 2.6 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.
- 2.7 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Services will commence under this Agreement.
- 2.8 County Representative: The individual tasked with representing the interests of the County throughout the duration of this Agreement.
- 2.9 Sub-Contractor: A Sub-Contractor is an individual, partnership, corporation, association, joint-venture, or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.
- 2.10 Services: The scope of activities described in the Contract Documents or a subsequently issued Change Order, for which the Contractor is responsible for performing in accordance with this Agreement.

ARTICLE III THE SERVICES

3.1 Scope of Services

- 3.1.2 Contractor shall provide all Services as set forth in the Contract Documents, including all necessary, incidental and related activities required for full and complete performance of this Agreement (the "Services").
- 3.1.3 Services provided by the Contractor shall be under the general direction of the Director of Golf, or designee, who shall act as the County's Representative throughout the duration of this Agreement.

3.1.4 The Contractor shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws.

3.2 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Services of any kind or nature whatsoever including but not limited to all costs of regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article XI, payments due to Sub-Contractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily perform the Services.

3.3 Access to Facility

The County and/or County Representative shall at all reasonable times have full access to all areas of the restaurant in the clubhouse throughout the duration of this Agreement. Contractor shall take whatever steps necessary to provide such access.

3.4 Taxes

Contractor shall pay all taxes, levies, duties, and assessments of every nature which may be applicable to any Services under this Agreement

3.5 County Furnished Items

3.5.1 Contractor shall obtain and pay for all permits, fees, and licenses necessary and ordinary for the performance of the Services.

3.5.2 The County shall furnish Contractor electronic copies of the Contract Documents for performance of the Services.

ARTICLE IV CONTRACT TERM

4.1 Term

4.1.1 This Agreement shall become effective upon the date of execution by all parties, shall remain in effect for a period of five (5) calendar years ("Initial Term"), and shall have five (5) one-year renewal options, exercisable by the County, contingent upon mutual agreement by both parties, continued need of the Services, and satisfactory performance by the Contractor. The Parties expressly agree that while this Agreement may be renewed, as provided herein, the County is under no obligation to renew this Agreement, and the option to renew is determined by the County, at the County's sole discretion.

4.1.2 While this Agreement becomes effective, as provided in Section 3.1.1 above, the Services shall not commence until February 1, 2025.

4.2 Schedule

3.2.1 Contractor shall perform the Services within the time periods specified in the Contract Documents.

4.3 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Agreement. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

ARTICLE V CONTRACT PRICE AND PAYMENT

5.1 Contract Price

5.1.1 Contractor agrees to pay to the County a portion of the revenues collected from the performance of the Services. The Contractor shall remit five percent (5%) of all revenues generated, less applicable taxes and fees for each month Services are performed under this Agreement ("Contract Price"). Such revenue shall include but is not limited to amounts generated from gross sales of food, beverage, and event services.

5.1.2 In the event the five percent (5%) of all revenue in any given month is less than \$1,200.00, Contractor must remit a guaranteed minimum payment of \$1,200.00 to the County.

5.1.3 Each payment made to the County by Contractor must be made payable to the St Johns Golf Club, separate checks

should be issued for revenue percentage, and electric reimbursement

5.1.4 The Contractor shall provide to the County a report of all financial records concerning receipts and considerations from the operation of the food and beverage/restaurant facility each month with the remitted payment. The format of this report is provided herein on Exhibit "B. Contractor must submit the report, electronically via email to Wes Tucker at wtucker@sjcfl.us.

5.1.5 The Contractor shall furnish a copy of the of the sales tax report furnished by the Contractor to the State Department of Revenue and the Liquor Surcharge Report furnished to the Department of Business and Professional Regulation no later than the 20th day of each month for the preceding month.

5.1.6 The fixed monthly payment is due on or before the fifteenth (15th) day of each month with late payment penalties of \$21.00 per day beginning on the 16th day of the month and every day thereafter until payment is received.

5.1.7 All sales must be recorded through an appropriate Point-of-Sale system, which provides a validated sales slip for each transaction, which must be maintained with each day's record of all transactions for auditing purposes.

5.1.8 The County's acceptance of payment from the Contractor shall, in no way, constitute approval or acceptance of the Contractor's performance of Services under this Agreement, nor shall it be a waiver by the County of any portion of this Agreement.

ARTICLE VI CONTRACTOR RESPONSIBILITIES

6.1 Performance

6.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

6.1.2 Contractor shall perform no part of the Services at any time without adequate Contract Documents or, as appropriate, licenses, certifications, or other authorizing documents required by Applicable Laws. If Contractor performs any portion of the Services where Contractor knows or should know such Services involves a recognized error, inconsistency, or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

6.1.3 Contractor shall perform the Services strictly in accordance with this Agreement.

6.1.4 Contractor shall confine its operations to the Jobsite, or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Services. Should any Claim be made by any such owner or occupant because of the performance of the Services, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Laws, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Sub-Contractor's performance of the Services.

6.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Services using Contractor's best skill, effort, and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Services on behalf of Contractor.

6.1.6 Authorized Representative Prior to commencing the Services, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed, or changed upon prior written notice given pursuant to Section 12.19 titled "Written Notice."

6.2 Environmental, Safety and Health

Contractor shall be solely and exclusively responsible for conducting operations under this Agreement to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions used in the Services to ensure compliance with its obligations under this Agreement. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Services, to its Sub-Contractors of every tier and enforce the use of such training and safety equipment/tools.

6.6.1 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans, and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's Sub-Contractors and suppliers of any tier, with respect to the Services.

ARTICLE VI AUTHORIZED REPRESENTATIVE AND PERSONNEL

6.1 County Representative

6.1.1 The County shall designate a County Representative that shall be authorized to act on behalf of the County only to the extent provided in this Article VI throughout the duration of this Agreement.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.4 The County Representative shall be the initial interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Contractor. The County Representative shall review Contractor's monthly payments and associated reports and shall confirm to the County that the payment to County is appropriate, and that all reported information is confirmed.

6.1.5 The County Representative shall monitor and correct the performance of Contractor to ensure that Services are performed in accordance with this Agreement.

6.2 Contractor's Representative

6.2.1 Prior to commencing the Services, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed, or changed upon prior written notice given pursuant to Section 12.19 titled "Written Notice."

6.3 Contractor's Personnel

6.3.1 Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services in accordance with 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 Contractor, or under its supervision.

6.3.2 In the event Contractor wishes to substitute personnel for the Key Personnel identified in the Contractor's proposal, Contractor shall notify the County's Representative in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE VII CHANGES IN THE WORK

7.1 General

7.1.1 The County may, at any time, without invalidating this Agreement and without notice to sureties, unilaterally direct changes in the Services within the general scope of this Agreement, with written notice to the Contractor's Authorized Representative. Contractor agrees to promptly comply with such orders and proceed with the Services, which shall be performed under the applicable requirements of the Contract Documents. In the event such directed changes warrant an

Amendment to this Agreement, such Amendment will be processed for execution by both parties.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Services, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the impact of the act and/or omission by the County and request modification to this Agreement to address such impacts. Upon agreement as to the impact of the change or act or omission, the County may issue an Amendment or Change Order for execution by both parties. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THIS AGREEMENT SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.2 Acceptance of Amendments and Change Orders

Contractor's written acceptance of an Amendment or Change Order shall constitute a final and binding Agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

ARTICLE VIII STOPPING SERVICES,

8.1 Right to Stop Work

If at any time, the performance of Services by Contractor are not satisfactory and/or in accordance with this Agreement, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to perform the Services in accordance with the Contract Documents, the County, acting through the County Representative, may order Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Services, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Services, in whole or in part, for a period of time as the County may determine. If such suspension will extend beyond a period of ninety (90) calendar days, the County shall further notify Contractor. County and Contractor agree to address any such suspension in a good faith effort and shall negotiate any necessary changes to this Agreement as a result.

9.2 Termination

9.2.1 The County may terminate this Agreement, in whole or in part, without cause, upon thirty (30) calendar days written notice to the Contractor.

9.2.2 Contractor may terminate this Agreement, without cause, upon ninety (90) calendar days written notice to the County, provided Contractor agrees to cooperate and fully assist the County in determining an appropriate closure and end date for Services to prevent any potential extended periods without Services.

9.2.3 The County may terminate this Agreement, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy all deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall terminate this Agreement for Cause, with five (5) days' written notice to Contractor, and County may take over and perform the Services as needed to continue appropriate operation of the restaurant. In such case, the Contractor shall be liable to the County for all reasonable additional costs incurred by the County in performance of the Services.

9.2.4 Upon receipt of such Notice of Termination notice Contractor shall immediately stop all Services in accordance with the Notice of Termination and shall immediately cause any and all of its Sub-Contractors and material suppliers at any tier, to immediately stop all Services, and shall turn over operation of the restaurant to the County. Contractor shall not be paid for any Services performed or costs incurred after the termination date that reasonably could have been avoided. The

County may direct Contractor to assign Contractor's right, title and interest under terminated orders or sub-Contractor's to the County as its designee.

9.2.5 Contractor shall not remove from the Jobsite any materials, equipment, or supplies that have been paid for by Contractor pursuant to this Agreement.

9.2.6 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Services in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Sub-Contractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Agreement . If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the Jobsite and of all materials, equipment, tools, and machinery thereon owned by Contractor and may take over the Services by whatever methods it may deem expedient.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants and guarantees to the County that all labor furnished under this Agreement to perform the Services shall be competent to perform the Services and that the product of such labor shall yield only first-class results.

10.1.2 Contractor warrants all equipment, appliances and tools it furnishes under this to perform the Services against all defects in design, operation and function throughout the duration of this Agreement. Contractor shall notify the County within twenty-four (24) hours of any discovery of any defect and/or operational failure with any equipment, appliances and/or tools utilized by Contractor, and must provide a plan, in writing, for how the Contractor will continue operations and mitigate or minimize a disruption in the Services due to the defect or failure.

10.1.3 All warranties and guarantees of manufacturers of any equipment or tools utilized by the Contractor with respect to the Services , whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

10.1.4 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-operational equipment or tools, and to repair any damages caused by such defect or failure of equipment at Contractor 's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

10.1.5 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Agreement.

10.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Concession Services Agreement.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor " shall be construed to include, but not be limited to, Contractor, its staff, employees, Sub-Contractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor .

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Sub-Contractors, or Suppliers, , anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Sub-Contractors or Suppliers under any workers' compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Concession Services Agreement and all liabilities, damages, losses, and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton, or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Concession Services Agreement Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Agreement.

ARTICLE XI INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Agreement. No Services shall commence under this Agreement until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until final expiration or earlier termination of this Agreement.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Concession Services Agreement do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Agreement limits Contractor to the minimum required insurance coverages found in this Article XI.

11.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured," as used in this Agreement, shall mean St. John's County, its elected officials, officers, employees, agents, and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

11.3 Workers Compensation & Employer's Liability

Contractor shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

11.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by Contractor, or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Contractor shall procure and maintain during the life of this Agreement, Commercial Automobile Liability Insurance with minimum limits of \$300,000.00 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Liquor Liability

Contractor shall procure and maintain during the life of this Agreement, liquor liability insurance with minimum limits of \$1,000,000 per occurrence, \$3,000,000 aggregate. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement.

11.7 Other Requirements

The required insurance limits identified in Sections 11.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier Sub-Contractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier Sub-Contractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Independent Contractor

Contractor shall act as an independent contractor and not as an employee, agent, or servant of the County in performance of all Services and activities under this Agreement. Contractor shall, at all times, and in all places, maintain complete control over its employees and all of its Sub-Contractors. Nothing contained in this Agreement shall create any contractual relationship between any such Sub-Contractor and the County. Contractor shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Contractor 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.

12.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Agreement, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of this Agreement Price, Change Order, Claim,

or any other County payment obligation arising out of this Agreement, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

12.3 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

12.4 Governing Law & Venue

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

12.5 Assignment and Arrears

12.5.1 Neither the County nor the Contractor shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance, or sub-contract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or sub-contract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

12.5.2 The Contractor shall not pledge the County's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

12.5 Severability

If a court deems any provision of this Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.6 Section Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.7 Disclaimer of Third-Party Beneficiaries

This Agreement is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

12.8 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Concession Services Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement.

12.9 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

12.10 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature

service (such as DocuSign), such execution shall be valid, effective, and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

12.11 Entire Agreement

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Agreement, negotiations, discussions, and understandings, oral or written. This Agreement may not be amended or modified except in writing signed by both parties.

12.12 Survival

The provisions of the Contract Documents which by their nature survive termination of this Agreement, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

12.13 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Concession Services Agreement, and in accordance with section 448.095, F.S., Contractor and its Sub-Contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its Sub-Contractors to provide Contractor with an affidavit stating that the Sub-Contractor does not employ, Agreement with, or sub-concession with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any Sub-Contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate this Agreement with the person or entity.
- c. The County, upon good faith belief that a Sub-Contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the Concession Services Agreement with the Sub-Contractor.
- d. Contractor acknowledges that, in the event that the County terminates this Agreement for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public Agreement for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

12.14 Equal Employment Opportunity

During the performance of this Concession Services Agreement, Contractor agrees as follows:

12.14.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or family status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.14.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.14.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.14.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.14.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.14.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.14.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Concession Services Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.14.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or vendor. Contractor will take such action with respect to any Sub-Contractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

12.15 Public Records

12.15.1 Contractor shall comply and shall require all of its Sub-Contractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable 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 expiration of this Agreement, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the

County to perform the Work.

12.15.2 If Contractor, upon expiration of this Agreement or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

IF CONTRACTOR 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: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

12.16 Anti-Bribery

Contractor and its Sub-Contractors shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. Contractor represents that it has not, directly, or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

12.17 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

12.17.1 Contractor warrants that neither it nor any Sub-Contractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

12.17.2 Section 287.135 of the Florida Statutes prohibits agencies from Contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from Contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Concession Services Agreement, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.18 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Concession Services Agreement, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of Sub-Contractor, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation, or lost goodwill.

12.19 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Concession Services Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative, or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail, or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh Daniels
Email Address: ldaniels@sjcfl.us

HZIP, LLC
30 Burchshire Lane
Palm Coast, FL 32137
Attn: Lina Bright
Email Address: lbright@hzip.org

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: BCCAttorney@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Contractor authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Contractor.

County

St. Johns County (Seal)

(Typed Name)

By: _____
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB
(Printed Name)

Purchasing Manager
(Title)

(Date of Execution)

Contractor

HZIP LLC. (Seal)

(Typed Name)

By: _____
(Signature of Authorized Representative)

Lina Bright
(Printed Name)

CEO
(Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)



St. Johns County, Florida

Request for Quote Form

MISC 1831: Operations & Management of the Food and Beverage Services
at Saint Johns Golf Club

St. Johns County (SJC) is soliciting a quote qualified Concessionaires, for consideration in performing the specified Operation & Management of the Food and Beverage Services at the St. Johns Golf Club, located at 4900 Cypress Links Blvd, Elkton, FL 32033. The intent of the County is to select the most qualified Concessionaire based upon the best value provided in the submitted quotes, and to negotiate and enter into a Contract, at the discretion of the County, for the performance of the specified Services, upon successful negotiations.

Quotes must be submitted to Mark Rinberger, Procurement Coordinator at mrinberger@sjcfl.us no later than Thursday August 01, 2024 at 4:00PM EST.

Concessionaire shall provide the information below along with any and all additional documentation or information necessary to verify qualifications (licenses, certifications, etc.), and/or experience or other pertinent information associated with responding to this Request for Quotes.

Concessionaire must disclose any contractual or employment relationship with any County officer or employee, as well as any ownership interest in the Concessionaire's Company held by any County officer or employee. Failure to disclose this information may result in cancellation of award, termination of contract, suspension or debarment.

Full Legal Company Name: HZIP LLC
Mailing Address: 30 Birchshire Lane Palm Coast FL 32137

Respondent is submitting as a Local Business for consideration of Local Preference: Yes No

Authorized Representative Printed Name & Title: Lina Bright CEO

Authorized Representative Signature: [Signature] Date: 8/26/2024

*By signing above, Representative certifies that he/she is an authorized representative of the responding firm, and that all information submitted with this quote is true and complete. Representative also certifies that the responding firm meets any and all qualifications required to perform the required services associated with this request.

Phone #: 808-818-3888 E-mail: LBRIGHT@HZIP.ORG

PaymentWorks Contact information

Authorized Representative Printed Name & Title: Lina Bright CEO

Authorized Representative E-mail: LBRIGHT@HZIP.ORG

MINIMUM QUALIFICATIONS

Proof of qualifications shall be provided by completing and submitting Attachment "A" - Licenses/Certifications. The submitted Quote must include documentation to fully demonstrate that Concessionaire meets or exceeds the following minimum qualifications:

- Must have an active registration with the State of Florida, Department of State, Division of Corporations. Proof of registration must be provided with the Quote.

- Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon award.
- Must have a minimum of five (5) years operating and/or managing a concession or other food service at a golf course or resort setting. Provide proof of experience by completing and submitting Attachment "B" – Project References.
- Must obtain and hold the 'Golf Club' license: Class 11CG, and 'Portable Bars at Golf Club' license: Class 11CX from the Division of Alcoholic Beverages and Tobacco Department of Business and Professional Regulation, State of Florida, with for sales and distribution of alcohol. Saint Johns County must be listed on the licenses along with the Concessionaire.

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

Inspection of the Concessionaires' current facilities may be made prior to the award of the 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 evidence available regarding financial, technical, other qualifications and abilities of a Concessionaire, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

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

Failure by any Respondent to demonstrate meeting the above minimum qualification requirements in the submitted Proposal shall result in Respondent being deemed non-responsive and removed from further consideration. Minimum qualification requirements must also be maintained throughout the duration of an awarded Contract.

LOCAL PREFERENCE:

Concessionaires must complete this section, indicating whether or not the Respondent is submitting for consideration of Local Preference. Any Concessionaire that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Concessionaire as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified in this section.

Any Concessionaire submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Concessionaire must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Concessionaire has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.

- Local address above must be registered as the Concessionaire's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors.

CHECK ONE

Concessionaire is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Concessionaire selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Concessionaire is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy

If Concessionaire selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.

BASIS OF AWARD

The basis of award for this Request for Quotes shall be Best Value, with consideration for prior experience operating with similar luxury environments and/or agencies, pricing, quality of menu items, and ability to sufficiently staff the facility during operating hours. The quotes will be reviewed, with these factors in mind in order for County Staff to determine which quote provides the Best Value to St. Johns County. St. Johns County reserves the right to accept or reject any or all quotes, waive minor formalities or irregularities, and to award the Quotes that best serves the interests of St. Johns County.

Awarded Concessionaire will be issued a Contract to provide the services identified within this solicitation The Executed Contract will incorporate all requirements described in this solicitation.

QUESTIONS:

Any and all questions related to this project shall be directed, in writing, to Mark Rinberger, Procurement Coordinator at mrinberger@sjcfl.us. Questions are due no later than four o'clock (4:00 PM EDST) on Thursday, July 25, 2024, so that any necessary addenda may be issued in a timely manner. Any questions received after the above deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

PAYMENT TERMS

Concessionaire shall submit all payments to the County by the tenth (10th) day of the following month for monthly facility rent, and electricity associated with the facility. The payment for monthly rent is a flat five (5) percent of gross income of the previous month.

PAYMENT/INVOICE

Payments must be submitted to the:

St. Johns Golf Club
 Attention: Wes Tucker
 4900 Cypress Links Blvd
 Elkton, FL 32033

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in quoted pricing.

EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Concessionaire shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Concessionaires are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Concessionaire's social, political, or ideological interests when determining if the Respondent is a responsible Concessionaire. Concessionaires are further notified that the County's governing body shall not give preference to a Concessionaire based on the Concessionaire's social, political, or ideological interests.

INSURANCE

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Concessionaire shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Concessionaire has obtained all insurance coverages required under this section. Certificates of Insurance shall clearly indicate Concessionaire has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required by the County do not in any way limit the liability of Concessionaire including under any warranty or indemnity provision of the awarded Contract or any other obligation whatsoever Concessionaire may have to the County or others.

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Concessionaire shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

Concessionaire shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such

services or operations are by Concessionaire or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Concessionaire shall procure and 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 and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

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 required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Concessionaire shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Concessionaire of its responsibility herein. Upon written request, Concessionaire shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Concessionaire. County has no obligation or duty to advise Concessionaire of any non-compliance with the insurance requirements contained in this Section. If Concessionaire fails to obtain and maintain all of the insurance coverages required herein, Concessionaire shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Concessionaire complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

SUB-CONSULTANT

If a Proposer elects to sub-contract with any firm(s) or individual(s), for any portion(s) of the required Services, Proposer must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, in its sole discretion, require Proposer to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform Services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

Prior to the award of a contract, the County will notify the Proposer in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-Consultant. The Proposer then may, at their option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Proposer fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Proposer, at no cost to the County.

The County reserves the right to disqualify any Proposer, Consultant, Supplier, or individual due to previously documented issues with performance, quality or compliance, within the County or under other public awards.

Any firm(s) or individual(s) subcontracted by the awarded Concessionaire to perform any portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

The awarded Concessionaire shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Concessionaire of any of the obligations and responsibilities stated in the awarded Contract.

CONTRACT REQUIREMENTS

CONTRACT AGREEMENT & TERM

The County intends to negotiate and enter into a Contract, with one (1) Concessionaire, at the discretion of the County, upon successful negotiations, award a Professional Services Contract, on a form provided by the County, for performance of the specified Services, for an Initial Contract Term of five (5) calendar years with three (3) one (1) year renewal options.

Any contract(s) negotiated with any individual or firm responding to this Request for Quotes will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

In the event that a Contract is attached to the Request for Quotes, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the Request for Quotes, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, contract negotiations will follow between the County and the selected Concessionaire. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Concessionaire. The County reserves the right to delete, add to, or modify one or more components of the selected Concessionaire's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the Issuance of the Request for Quotes.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Concessionaire.

CONTRACT PERFORMANCE

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

TERMINATION

Failure on the part of the Concessionaire to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Concessionaire. In the event of the Concessionaire's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Concessionaire is in default, and the amount of time provided to the Concessionaire to cure such default. If the Concessionaire fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Concessionaire.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Concessionaire. The County may also terminate the Contract, due to lack of appropriation of sufficient funds.

GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Concessionaire to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

LICENSES, PERMITS & CERTIFICATIONS

The Concessionaire shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Concessionaire shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Concessionaire, for any lapse in require licenses, permits, or certifications required for any portion of the required Services.

INDEMNIFICATION

Concessionaire shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Concessionaire or other persons employed or utilized by Concessionaire in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Concessionaire further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Concessionaire and persons employed or utilized by Concessionaire in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the "persons employed or utilized by Concessionaire" shall be construed to include, but not be limited to, Concessionaire, its staff, employees, sub-consultant, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Concessionaire.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

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.

The Concessionaire will report all prior monthly charges, expenses and costs incurred in performing the duties related to this scope of work to the Director of Golf by the tenth (10) day of the following month. The County will perform one (1) audit of all reported charges, expenses and costs incurred; and may perform additional and/or follow-up audits at its discretion.

Scope of Services:

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 implementation of any changes.

- Perform any and all preparation of food and beverage items from the menu for customers at the restaurant. 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 alternative shall not carry or sell glass containers for beverages on the golf course.
- Perform busing services for the entire restaurant facility including the interior and exterior seating areas, and cleaning services for the entire restaurant facility including tables/eating areas, food preparation areas, concession storage areas, entrance and exit areas. The Concessionaire is responsible for the removal of any *disposable* items/trash left by patrons in the restaurant's entry/exit areas, not to include the lobby or lobby bathroom. 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 9 am 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 Internet Protocol (IP) system that is available on site and use alternative communication like text messaging for on course or takeout orders.

HOURS OF OPERATION

Daylight Savings Time

Monday: 7am – 5pm
 Tuesday: 7am – 5pm
 Wednesday: 7am – 5pm
 Thursday: 7am – 5pm
 Friday: 7am – 5pm
 Saturday: 7am – 5pm
 Sunday: 7am – 5pm

Standard Time

Monday: 7am – 6pm
 Tuesday: 7am – 6pm
 Wednesday: 7am – 6pm
 Thursday: 7am – 6pm
 Friday: 7am – 6pm
 Saturday: 7am – 6pm
 Sunday: 7am – 6pm

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. The restaurant is open all year round. The only days the restaurant closes early are: Christmas Eve, Thanksgiving, Fourth of July, and New Year's Eve, at 2pm.

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. In the event, 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. In the event renters choose to utilize the facility and forego the food and beverage services offered by

the Concessionaire, the Concessionaire will set the rental fee for the facility at a flat rate of two-hundred fifty dollars and zero cents (\$250.00). 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, 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.

RESTAURANT FACILITY

The restaurant facility has a maximum capacity of 64 people inside and 80 people outside (which may be reset by the Fire Marshal upon inspection). 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, not due to normal wear and tear of restaurant operations, shall be repaired by the Concessionaire at no cost to the County. The County will not repair or replace any tables or chairs. 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 or proposed services included under this contract 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 excluding maintenance of the restaurant hood system and the fire suppression system. The Concessionaire shall be responsible for the annual commercial cleaning of the restaurant hood system.

STAFF/EMPLOYEES

The Concessionaire shall be responsible for hiring sufficient staff to provide all of the services required under this contract. 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 contract. 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. 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.

Employees must pass both the background and drug screenings prior to performing any work under this contract.

Additionally, at the time of each option to extend (at the end of each year), the Concessionaire may be required to resubmit any and all employees for background checks and drug screenings in order to exercise any of the available one (1) year extensions available under the Contract. This requirement shall be at the sole discretion of the County.

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 be the responsibility of Concessionaire to address complaints from customers regarding the restaurant facility.

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.

While the County does provide pest control to the club building, it will be the responsibility of the Concessionaire to provide pest control for the restaurant area and porch. 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 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 within thirty (30) days and throughout the duration of the contract; 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.

ATTACHMENT "B"

PROJECT REFERENCES

Each Concessionaire must submit references from individuals, firms or agencies that have contracted with the Concessionaire to perform similar services and scope as those described in this Request for Quotes during the past five (5) years. The information required shall include: name of individual, Contractor(s) or agency, date of service, summary of services performed, and a contact person name, title, phone number and email address. Reference shall be checked by the Purchasing Department.

1. Reference Company Name: V and I PRO innovation LLC
Dates(s) of Service: 02/03/2014 - 06/01/2024
Summary of Services: catering service

Primary Reference Contact Name & Title: Vadim Muraviev
Contact Phone Number: 786-498-3726
Contact Email Address: viproinnovation@gmail.com

2. Reference Company Name: Wellness and Science LLC
Dates(s) of Service: 12/20/2023 - 01/09/2024
Summary of Services: catering service

Primary Reference Contact Name & Title: Alena Kreyehman MD
Contact Phone Number: 904-982-0037
Contact Email Address: Alexkreyeh@gmail.com

3. Reference Company Name: Upper h Realty LLC
Dates(s) of Service: _____
Summary of Services: catering service

Primary Reference Contact Name & Title: Olga Zaets
Contact Phone Number: 386-864-0157
Contact Email Address: upperhrealty@gmail.com



ADDENDUM #3

July 31, 2024

To: Prospective Concessionaires
From: St. Johns County Purchasing Department
Subject: Misc No: 1831 Operations & Management of the
Food and Beverage Services at Sint Johns Golf Club

This Addendum #3 is issued for further Concessionaires' information and is hereby incorporated into the Quote Documents. Each Concessionaire must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Quote. Concessionaires must submit a copy of each signed addendum with their Quote as provided in the Quote Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Quote Documents:

1. PAYMENT TERMS

Concessionaire shall submit all payments to the County by the tenth (10th) day of the following month for monthly facility rent, and electricity associated with the facility. The payment for monthly rent is a flat five (5) percent of gross income of the previous month.

The Concessionaire shall be required to pay the monthly rent, as proposed in the Quote document herein, plus and all applicable taxes on or before the tenth (10th) day of each month for the preceding month. Late penalties of twenty dollars (\$20.00) per day shall begin on the sixteenth (16th) day of each month and shall continue every day thereafter until the rent is paid.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Have some questions about the existing space and what equipment is in the kitchen. If you could list those items in detail that would be great to know.
Answer: Reference "Equipment" in the Quote form.
2. I would also like to know the details about the liquor license. Seems quite expensive and the revenue doesn't seem to match what one would spend to acquire the license.
Answer: According to the Florida Department of Business and & Professional Regulation, the fees for the require liquor licenses are as follows:
 - I. 'Golf Club' license: Class 11CG is \$400.00, annually.
 - II. 'Portable Bars at Golf Club' license: Class 11CX is \$100.00, annually.
3. What is the duration of the lease?
Answer: Reference 'Contract Term & Agreement' in the Quote form.
4. What is the monthly rent, and are there any additional fees?
Answer: Reference 'Payment Terms' in the Quote form. Additional fees include utilities and internet.



5. How is rent payment processed (e.g., online, check, automatic debit)?
Answer: Check
6. Are there any late fees or penalties for late rent payments?
Answer: Yes. See Revision to "PAYMENT TERMS" above, under Revisions/Clarification.
7. Which utilities are included in the rent (e.g., water, gas, electricity)?
Answer: Reference "Concessionaire Responsibilities" in the Quote form.
8. Who is responsible for maintenance and repairs?
Answer: Reference "Restaurant Facility" in the Quote form.
9. How do I report maintenance issues, and what is the typical response time?
Answer: By email to the Director of Golf. Response time depends on issue.
10. Are there any on-site maintenance staff?
Answer: No
11. What amenities are available on the property (e.g., laundry facilities, parking, storage)?
Answer: Walk-in cooler, parking lot shared with golf course, and store room outside of walk-in cooler.
12. Are there any additional costs for using these amenities?
Answer: No
13. What are the facility's hours of operation?
Answer: Reference "Hours of Operation" in the Quote form.
14. What security measures are in place (e.g., security cameras, patrols)?
Answer: Alarm System
15. Are there any security concerns or issues in the area?
Answer: None that we are aware of.
16. How are emergencies handled, and what is the protocol for contacting emergency services?
Answer: Calling 911 and documenting.
17. What is the guest policy?
Answer: Facility is open to the public.
18. Are pets allowed, and if so, are there any breed or size restrictions? Are there additional fees?
Answer: Only service dogs.



19. What are the rules regarding noise levels and quiet hours?
Answer: Unaware of any restrictions.
20. Are there any specific county regulations or rules I should be aware of?
Answer: No
21. What is the move-in process, and are there any move-in fees?
Answer: Contract must be approved before move-in can begin.
22. Is a security deposit required, and is it refundable?
Answer: No security deposit required.
23. What is the process for ending the lease or moving out early?
Answer: This will be outlined in the Contract Document
24. Are there any penalties for breaking the lease early?
Answer: This will be outlined in the Contract Document
25. How accessible is the facility by public transportation?
Answer: Sunshine Bus is the only public transportation in the area.
26. Are there nearby grocery stores, pharmacies, and other essential services?
Answer: Yes
27. Is there adequate parking for residents and guests?
Answer: Yes
28. Who is the point of contact for any issues or concerns?
Answer: The Director of Golf.
29. How often is the property inspected or maintained?
Answer: The interior and equipment used is up to the lease holder to maintain. Bathrooms, hallway are maintained daily, and exterior of the building is maintained as needed.
30. Are there any upcoming renovations or major repairs planned?
Answer: New hood and grease trap are scheduled to be done before re-opening.
31. Can I see a copy of the lease agreement before signing?
Answer: Yes
32. What documentation do I need to provide for the lease application?
Answer: None
33. Are there any legal disclosures or notices I should be aware of?
Answer: No



34. Can I make modifications or improvements to the unit (e.g., painting, installing shelves)?

Answer: See "Restaurant Facility" in the Quote form.

35. Are there any community events or activities organized by the facility?

Answer: See "Concessionaire Coordinated Events" in the Quote form.

36. Is renters' insurance required?

Answer: Check with your insurance company. None provided by SJC BOCC.

37. The mandatory requirements specify a minimum of five years of experience operating and/or managing a concession or other food service at a golf course or resort setting. While our company has substantial experience in the restaurant industry and active contracts in other areas, we do not yet meet the specific five-year golf course facility experience requirement. Would our extensive combined team experience be considered sufficient to fulfill this requirement, or would this be a disqualifying factor?

Answer: Total years will be sufficient – Please provide proof of experience by completing and submitting Attachment "B" – Project References

38. If we are permitted to submit our offer despite the aforementioned concern, we would like to request an opportunity to visit the kitchen at St. Johns Golf Club. This visit would be instrumental in helping us develop a proposed menu that aligns with the available facilities and meets the high standards expected by St. Johns County.

Answer: The Concession area is currently open for viewing. However, once the construction for the new hood & grease trap begins, visitation will not be allowed due to site safety. All parties that are interested in viewing the Concession area are encouraged to contact the Director of Golf by calling (904) 209-0352 to schedule a site visit. Site visits are not required to submit a response.

SUBMITTAL DEADLINE FOR QUOTES REMAINS: THURSDAY, AUGUST 29, 2024 AT 4:00PM EST

Concessionaire Acknowledgment:


Signature of Authorized Representative:


Printed Name/Title Authorized Representative


Respondent Company Name

END OF ADDENDUM NO. 3



ADDENDUM #2

July 25, 2024

To: Prospective Concessionaires
From: St. Johns County Purchasing Department
Subject: Misc No: 1831 Operations & Management of the
Food and Beverage Services at Sint Johns Golf Club

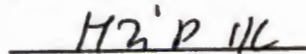
This Addendum #2 is issued for further Concessionaires' information and is hereby incorporated into the Quote Documents. Each Concessionaire must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Quote. Concessionaires must submit a copy of each signed addendum with their Quote as provided in the Quote Documents.

**SUBMITTAL DEADLINE FOR QUOTES IS HEREBY CHANGED TO: THURSDAY, AUGUST 29, 2024 AT
4:00PM EST**

Concessionaire Acknowledgment:


Signature of Authorized Representative


Printed Name/Title Authorized Representative


Respondent Company Name

END OF ADDENDUM NO. 2

Purchasing Department | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcfl.us



ADDENDUM #1

July 18, 2024

To: Prospective Concessionaires
From: St. Johns County Purchasing Department
Subject: Misc No: 1831 Operations & Management of the
Food and Beverage Services at Sint Johns Golf Club

This Addendum #1 is issued for further Concessionaires' information and is hereby incorporated into the Quote Documents. Each Concessionaire must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Quote. Concessionaires must submit a copy of each signed addendum with their Quote as provided in the Quote Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Quote Documents:

1. The following sections of the Quote Document have been removed, and the updated Quote Document will be posted alongside this Addendum 01:

LOCAL PREFERENCE

SUBMITTAL DEADLINE FOR QUOTES REMAINS: THURSDAY, AUGUST 01, 2024 AT 4:00PM EST

Concessionaire Acknowledgment:


Signature of Authorized Representative


Printed Name/Title Authorized Representative


Respondent Company Name

END OF ADDENDUM NO. 1



MISC NO: 1831 OPERATION & MANAGEMENT OF THE FOOD AND BEVERAGE SERVICES AT ST. JOHNS GOLF CLUB

Legal Name of Bidder:

HZIP LLC

Authorized Representative Name/Title:

Lina Bright CEO

E-mail Address:

lbright@hzip.org

FEIN:933224546

Street Address:

30 Birchshire Ln
Palm Coast FL 32137

Telephone:

(808) 480-8800

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

- Proposal is in full compliance with the Specifications.
 - Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.
-

Signature of Authorized Representative:

Signer's Printed Name:

Lina Bright

Date:

ADDENDA ACKNOWLEDGMENT:

Before submitting my offer, I have verified that all addenda issued to date are considered as part of my offer:

Addenda received (list all):

Bidder is not in arrears to City upon any debt, fee, tax or contract:

- Bidder is NOT in arrears
- Bidder IS in arrears

Bidder is not a defaulter, as surety or otherwise, upon any obligation to City:

- Bidder is NOT in default
 - Bidder IS in default
-



HZIP LLC

30 Birchshire Ln
Palm Coast, FL 32137
808-480-8800
lbright@hzip.org
Date: 8/15/2024

Attn: Mark Rinberger
Procurement Coordinator
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Dear Mr. Rinberger,

We are pleased to submit our proposal for the Operations & Management of Food and Beverage Services at St. Johns Golf Club. With extensive experience in restaurant management and a strong commitment to excellence, we are excited about the opportunity to contribute to the continued success of St. Johns Golf Club.

HZIP LLC has a proven track record of delivering exceptional food and beverage services, operational efficiency, and customer satisfaction. Our approach aligns perfectly with the goals and expectations of St. Johns County, ensuring that the golf club remains a premier destination for both locals and visitors.

In our proposal, we present a comprehensive plan that includes:

- ✓ Implementing industry best practices to ensure seamless daily operations.
- ✓ Creating a welcoming and enjoyable atmosphere for all patrons.
- ✓ Introducing unique and high-quality menu items that cater to a diverse clientele.
- ✓ Collaborating with local businesses and organizations to enhance community involvement and drive patronage.
- ✓ Establishing a reliable revenue stream for St. Johns County through a revenue-sharing model.



Our proposal meets all the requirements outlined in the RFQ and offers innovative solutions to enhance the overall experience at St. Johns Golf Club. We are confident that our team's expertise and passion for hospitality will greatly benefit the club and the community it serves.

For any questions or further information, please do not hesitate to contact me at:

Lina Bright
CEO, HZIP LLC
808-480-8800
lbright@hzip.org

We look forward to the opportunity to work with you and contribute to the continued success of St. Johns Golf Club.

Sincerely,

Lina Bright
CEO, HZIP LLC

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Executive Summary

HZIP LLC is excited to present our proposal for transforming St. Johns Bar and Grill into a vibrant Mediterranean restaurant that offers not only delicious Mediterranean dishes but also a wide selection of alcoholic beverages and other food options. Our mission is to elevate the dining experience at St. Johns Golf Club by introducing a community-focused restaurant that aligns with the goals of St. Johns County. With over 30 years of experience in food service and event management, we are confident in our ability to provide exceptional service and contribute to the club's success.

HZIP LLC, a Florida-based, woman-owned company, specializes in professional food service operations in public and recreational settings. Our expertise includes running cafes, restaurants, and food trucks, as well as managing food services for community events. We are committed to sustainability, community engagement, and aligning our operations with the goals of St. Johns County.

Our primary goal is to position St. Johns Golf Club as a premier destination for both golfers and visitors by offering a unique and high-quality Mediterranean dining experience. Our vision for achieving the project goals includes the following ingredients of our offering:

- ✓ **Smooth Operation of a State-of-the-Art Mediterranean Restaurant:** We will serve a diverse menu, including classic and innovative Mediterranean dishes, appetizers, and a variety of beverages, both alcoholic and non-alcoholic.
- ✓ **Dedicated and Experienced Team:** Our experienced team will ensure smooth operations, high-quality customer service, and proactive engagement with the community.
- ✓ **Job Creation and Economic Contribution:** Our operations will create jobs in the food service industry, support local suppliers, and contribute positively to the local economy.
- ✓ **Transforming St. Johns Golf Club into a Vibrant Community Hub:** We aim to make St. Johns Golf Club not just a golfing destination but a center for community engagement by coordinating and managing special events, including private parties, weddings, and corporate gatherings, as well as hosting local events.
- ✓ **Cross-Promotions:** Strategic cross-promotions will be employed to attract new patrons to the golf club and establish St. Johns as a destination for dining and entertainment.
- ✓ **Compliance and Certifications:** We will adhere to all local, state, and federal regulations, with certifications in food safety and responsible beverage service.
- ✓ **Sustainable Practices:** We are committed to implementing eco-friendly practices such as using biodegradable packaging, energy-efficient appliances, and comprehensive waste management strategies to minimize our environmental impact.



- ✓ **Alignment with County Goals:** Our operations will support the long-term strategic goals of St. Johns County, including economic development, community engagement, and sustainability, as outlined by county officials and the county council.

Financial Summary

- **Revenue Sharing:** We propose a competitive revenue-sharing model, with a 5% percentage of gross sales from food, beverage, and event services shared with park management.
- **Guaranteed Minimum Payment:** In addition to revenue sharing, we offer a guaranteed minimum monthly payment of \$1200.00 a month to ensure a stable revenue stream for St. Johns County.
- **Economic Contributions:** We anticipate the creation of at least 5 permanent jobs and significant financial contributions to the local economy.

In conclusion, HZIP LLC is committed to delivering outstanding service and creating a vibrant, sustainable, and culturally rich Mediterranean dining destination at St. Johns Golf Club. We look forward to partnering with St. Johns County to realize this vision and contribute to the club's continued success.



Company Profile

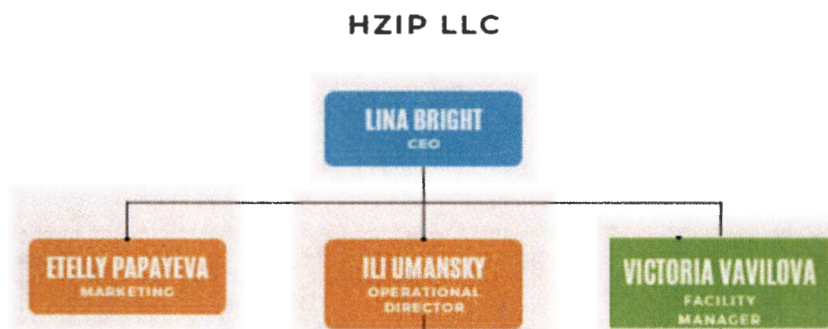
HZIP LLC is a dynamic and forward-thinking facility management and operations company based in Palm Coast, Florida. HZIP LLC is a woman-owned business committed to delivering high-quality professional services to government entities and municipalities while maintaining cost-effectiveness and operational excellence.

Mission Statement

Our mission is to enhance community spaces by providing exceptional management, innovative solutions, and unparalleled customer service. We aim to create vibrant, safe, and engaging environments that meet the needs of diverse communities.

Core Services

- 1. Facility Management and Operations**
 - Comprehensive management of public facilities including parks, piers, community centers, and sports facilities.
 - Daily operations, maintenance, and safety management.
 - Customer service and community engagement initiatives.
- 2. Project Redevelopment**
 - Overseeing redevelopment projects to modernize and improve community facilities.
 - Collaboration with local stakeholders to ensure projects meet community needs and expectations.
- 3. Hospitality and Event Management**
 - Managing hospitality services for public facilities, including food and beverage operations.
 - Planning and executing community events and special programs to drive engagement.
- 4. Community-Based Programs**
 - Developing and implementing programs that cater to the recreational and educational needs of the community.
 - Partnerships with local organizations to enhance service offerings and community impact.





Lina Bright, CEO: As the Chief Executive Officer of HZIP LLC, Lina Bright provides visionary leadership and strategic oversight to the organization. With a proven track record of successful business management, Lina spearheads the development and implementation of strategic initiatives aimed at achieving operational excellence and driving growth. Drawing upon her extensive experience in facility management, Lina ensures that the company's activities align with its mission and objectives while fostering a culture of innovation and continuous improvement.

Etely Papayeva, Marketing Director: Etely Papayeva serves as the Marketing Director at HZIP LLC, responsible for developing and executing comprehensive marketing strategies tailored to the unique needs of facility management. With a keen understanding of consumer behavior and market trends, Etely leverages her expertise to enhance brand visibility, engage target audiences, and drive customer acquisition and retention efforts. Through strategic partnerships and effective communication channels, Etely fosters positive public relations and cultivates a strong community presence.

Ili Umansky, Operations Director: Ili Umansky assumes the role of Operations Director at HZIP LLC, overseeing the day-to-day management and operational activities of the facilities and programs. With a focus on ensuring seamless operations and superior customer service, Ili collaborates closely with internal teams and external stakeholders to maintain high standards of quality, safety, and efficiency. Ili's leadership ensures that the programs operate smoothly and effectively, meeting the needs of all stakeholders.

Victoria Vavilova- General Manager of Hospitality:

Responsibility: supervision of licensing and permits, implementation of food safety and quality control protocols, development of service standards, operational procedures, inventory control, staff management, operational efficiency, and menu adjustments.

Key Strengths

- **Experienced Management Team:** Our team brings over 30 years of combined experience in facility operations, hospitality, and community engagement. We understand the complexities of managing busy public facilities and are dedicated to exceeding expectations.
- **Comprehensive Understanding of Visitor Needs:** We cater to the diverse preferences of visitors, ensuring a wide range of services and high-quality experiences.
- **Extensive Network and Resources:** Our strong connections with suppliers, industry associations, and local businesses enable us to access premium products and valuable insights, continually elevating our service offerings.
- **Proven Track Record:** We have successfully managed various facilities across the country, prioritizing customer satisfaction and adapting to industry trends to remain at the forefront of the field.



- **Financial Stability**

HZIP LLC maintains a robust financial management system to ensure the long-term sustainability of all operations. Our diversified revenue streams and effective cost controls guarantee financial stability and growth.

- **Commitment to Sustainability**

HZIP LLC is committed to the highest environmental standards. Our operations include compliance with ADA standards, sea turtle lighting regulations, and proactive environmental stewardship.

In Process Contracts with Broward County.

- Snack Bar Operator at Hollywood North Beach Park. Hollywood FL.

HZIP LLC is poised to deliver exceptional management and operational services, ensuring the success and sustainability of community facilities. Our experienced team, innovative approach, and dedication to community engagement make us the ideal partner for your facility management needs.



Scope of Work and Implementation for St. Johns Mediterranean Cafe & Bar

We will undertake the following tasks as part of our concession services at St. Johns Golf Club:

1. Mediterranean Cuisine and Beverage Services:

- Operation of a high-quality Mediterranean cafe offering a wide range of dishes, including classic and vegetarian options.
- Providing a selection of other foods such as salads, appetizers, wraps, and desserts to complement the Mediterranean offerings.
- Ensuring food safety and hygiene standards are strictly followed.
- Offering a full-service bar with a variety of alcoholic and non-alcoholic beverages.
- Introducing zero-proof cocktails to promote responsible drinking.
- Operating mobile “drink cart” services to provide food and beverages to golfers on the course during tournaments and at our discretion during normal operating hours.

2. Special Event Services:

- Coordinating and managing of food options for special events such as weddings, corporate gatherings, and community events.
- Providing customizable event catering services, featuring our signature Mediterranean dishes and other menu offerings.
- Ensuring seamless event execution, from planning to completion.

Objectives and Goals

Our primary objectives and goals for St. Johns Mediterranean Cafe & Bar concession services are as follows:

1. Provide high-quality Mediterranean cuisine that caters to diverse tastes and dietary needs.
2. Create a vibrant social environment through weekly entertainment nights and special events.
3. Implement eco-friendly practices in all aspects of our operations, including waste management and the use of sustainable materials.



4. Promote awareness of the importance of environmental conservation.
 5. Attract more visitors through effective marketing and high-quality services.
 6. Generate additional revenue for the golf club by providing state-of-the-art event planning and organizational services, creating memorable experiences for guests.
 7. Ensure a fair revenue-sharing agreement with Saint Johns County, providing financial benefits to both parties.
 8. Adhere to all local, state, and federal regulations regarding food safety, environmental protection, and business operations.
 9. Maintain high standards of cleanliness, safety, and customer service.
-

Compliance with Administrative, Legal, and Licensing Requirements

HZIP LLC understands the importance of adhering to all administrative, legal, and licensing requirements to ensure smooth operations at St. Johns Golf Club. Our commitment includes the following:

1. Administrative Compliance:

- Maintain accurate and up-to-date records of all business transactions.
- Implement a robust accounting system to track revenues, expenses, and profits.
- Conduct regular financial audits to ensure transparency and accountability.

2. Legal Compliance:

- Adhere to all local, state, and federal regulations governing business operations.
- Ensure all contracts and agreements are legally sound and protect the interests of both HZIP LLC and the county of St. Johns.
- Engage legal counsel to review all legal documents and provide ongoing legal support.

3. Licensing Requirements:

- Obtain and maintain all necessary business licenses and permits required for operating concession services at St. Johns Golf Club.
- Ensure compliance with health and safety regulations, including food handling and sanitation standards.



- Regularly renew licenses and permits to avoid any disruptions in operations.

4. Compliance with Tax Regulations:

- Accurately calculate and timely file all required tax returns, including sales tax, payroll tax, and corporate tax.
- Keep detailed records of all transactions to support tax filings.
- Engage a certified public accountant (CPA) to ensure compliance with all tax regulations.

5. Employee Compliance:

- Ensure all employees are properly trained and certified as required by law.
- Adhere to labor laws, including minimum wage requirements, overtime pay, and workplace safety standards.
- Implement policies and procedures to address employee grievances and ensure a fair and safe working environment.

6. Compliance with Ecological and Environmental Standards

- Implement a comprehensive waste management system to minimize waste and promote recycling.
- Use biodegradable and recyclable materials for packaging and serving.
- Implement energy-saving practices to reduce our carbon footprint.
- Source food and merchandise from sustainable suppliers.
- Prioritize organic and eco-friendly products in our offerings.

Implementation Overview

Our approach to managing St. Johns Mediterranean Cafe & Bar involves offering a diverse menu focused on the diverse needs of our clients. From the variety of Breakfast options and coffee-based drinks to gourmet Mediterranean cuisine while still providing a variety of other food options and beverages. The Cafe will feature options such as classic and specialty Mediterranean dishes, salads, appetizers, wraps, and desserts. We will also provide healthy, vegetarian, and allergen-friendly items to cater to diverse dietary needs. Our pricing strategy will be competitive yet profitable, with regular analyses to ensure affordability and profitability, considering ingredient costs, preparation time, and market trends.

The cafe will operate with a fast-casual service style, allowing customers to place their orders at the counter and receive their food promptly. We will prioritize efficiency and customer



satisfaction by streamlining our operations, training our staff to provide friendly service, and maintaining a clean and inviting atmosphere. To enhance the customer experience, we will accept multiple payment methods, including cash, credit/debit cards, and mobile payments.

Facility enhancements will include upgrading kitchen appliances such as ovens, grills, fryers, griddles, and refrigerators, to improve food preparation and storage capabilities. We will install energy-efficient and environmentally friendly equipment to reduce operating costs and minimize our carbon footprint. Additionally, the outdoor seating area will be enhanced with comfortable seating, attractive decor, and amenities like umbrellas. Technology solutions such as point-of-sale systems and online ordering platforms will be implemented to streamline operations, improve order accuracy, and enhance the customer experience.

Our bar will offer a selection of alcoholic and non-alcoholic beverages, including beer, wine, cocktails, and soft drinks. We will set competitive yet responsible prices for alcoholic beverages and promote responsible drinking with non-alcoholic alternatives and off-peak specials, adhering to local alcohol pricing regulations. Bar service will be managed by trained bartenders who prioritize customer safety and responsible alcohol service, with strict enforcement of age verification procedures and monitoring of consumption levels.

We are committed to promoting a safe and responsible drinking environment. Our staff will undergo comprehensive training on alcohol awareness, responsible service practices, and intervention techniques. Policies and procedures will be implemented to prevent underage drinking, discourage excessive drinking, and facilitate safe transportation for intoxicated individuals if needed. Collaboration with the golf course and county management will ensure compliance with all relevant laws, regulations, and park policies regarding alcohol service and consumption. We will maintain open communication with park officials to address concerns, receive guidance, and enhance safety and responsibility within the park.



Financial Summary

We are offering a competitive revenue-sharing model with 5% of gross sales from food and beverage services to be shared with St. Johns County Golf Club management. This ensures that the county benefits directly from our success. To ensure a stable revenue stream for St. Johns County, we propose a guaranteed minimum monthly payment of \$1500 a month, or 5% of gross income, whichever is greater. This provides financial security regardless of sales performance.

Merchandising and Marketing Plan

- **Advertising Strategies:**
 - Develop a website dedicated to the restaurant, showcasing menu offerings and special promotions.
 - Utilize social media platforms like Instagram, Facebook, and Pinterest for targeted ads.
 - Partner with local businesses and advertise in local magazines and guides.
 - Offer special promotions during off-peak hours to boost sales.
- **Sales Promotions:**
 - 20% discount for Golf Club Employees
 - Implement early bird discounts for regular dining.
 - Introduce loyalty programs offering discounts for repeat customers.
 - Cross-promote with local businesses and offer gift cards.

Staffing Plan

- **Key Roles:**
 - **CEO/Founder:** Oversees overall strategy and business development.
 - **Operations Manager:** Manages daily operations, logistics, and staff coordination.
 - **Restaurant Manager:** Ensures smooth daily operations, manages staff, and maintains high service standards.
 - **Bartender (1):** Prepares and serves drinks, manages bar inventory, and ensures customer satisfaction.
 - **Chefs and Kitchen Staff (2):** Prepare and serve meals, and maintain kitchen standards.



- **Service Staff (1):** Provide exceptional customer service.
- **Marketing and Sales Team (part time/ main office)** Develop marketing strategies, manage client relationships, and drive sales.
- **Administrative Support (Main office)** Handle bookings, customer inquiries, and office management tasks.

Services and Facility/Equipment Descriptions

- **Types of Services Offered:**
 - Full-service Mediterranean cuisine restaurant.
 - Beverage services including zero-proof cocktails and traditional bar offerings.
 - **Facility/Equipment:**
 - High-quality kitchen and bar equipment for efficient food and beverage service.
 - Comfortable dining spaces with a focus on ambiance and customer experience.
 - Eco-friendly packaging and waste management systems.
-



Saint Johns Golf Club Cafe

Breakfast Options

1. **Acai Bowl:** Frozen acai base blended with berries and topped with fresh strawberries, ripe banana slices, and juicy blueberries. - **\$10.00**
2. **Avocado Toast:** Sliced avocado served on whole-grain toast topped with cherry tomatoes, arugula, and a drizzle of balsamic glaze. Add a poached egg for an additional charge. - **\$8.00**
3. **Breakfast Burrito:** Flour tortilla filled with scrambled eggs, chorizo, potatoes, black beans, and cheese. Served with salsa and sour cream on the side. - **\$9.00**
4. **Buttermilk Pancakes:** Stack of fluffy buttermilk pancakes served with butter and maple syrup. Add fresh berries or bananas for an additional charge. - **\$8.00**
5. **Classic Breakfast Sandwich:** Scrambled eggs, crispy bacon, and melted cheddar cheese on a toasted English muffin. - **\$7.00**
6. **Continental Breakfast:** Assortment of freshly baked pastries (croissants, muffins, Danishes). Served with butter, fruit preserves, and fresh fruit. - **\$8.00**
7. **Eggs Benedict:** Poached eggs served on English muffins with Canadian bacon or smoked salmon, topped with hollandaise sauce. Served with breakfast potatoes or fruit. - **\$11.00**
8. **French Toast:** Thick slices of French toast dipped in cinnamon-vanilla batter. Served with powdered sugar and maple syrup. Add bacon or sausage on the side. - **\$8.50**



9. **Golden Belgian Waffles:** Two crispy Belgian waffles topped with an array of fresh fruits and berries. - **\$8.00**
10. **Golfer's Omelet:** Three-egg omelet filled with diced ham, bell peppers, onions, and cheddar cheese. Served with breakfast potatoes and toast. - **\$9.50**
11. **Golfer's Special:** Two eggs (any style) with a choice of bacon, sausage, or ham. Served with breakfast potatoes, pancakes, or French toast, and toast or English muffin. - **\$10.00**
12. **Healthy Start Bowl:** Greek yogurt topped with granola, fresh berries, and honey. Served with a side of seasonal fruit. - **\$9.00**
13. **Nova Sandwich on Sesame Bagel:** Smoked salmon, cream cheese, onions, tomato on a sesame bagel. - **\$12.00**
14. **Traditional Breakfast Plate:** Two eggs (any style) with a choice of bacon, sausage, or ham. Served with hash browns or breakfast potatoes and toast (white, wheat, or rye). - **\$10.00**

Lunch Options

1. **Buffalo Chicken Wrap:** Crispy buffalo chicken tenders wrapped in a flour tortilla with shredded lettuce, diced tomatoes, crumbled blue cheese, and ranch dressing. Served with celery sticks and blue cheese dressing for dipping. - **\$10.50**
2. **California Cobb Salad:** Mixed greens topped with grilled chicken, avocado, hard-boiled egg, cherry tomatoes, crumbled blue cheese, and crispy bacon. Served with choice of dressing. - **\$12.00**
3. **Caprese Panini:** Fresh mozzarella cheese, sliced tomato, and basil pesto pressed between slices of ciabatta bread. Served with a side of mixed greens or tomato basil soup. - **\$10.50**
4. **Clubhouse Burger:** Juicy beef patty topped with cheddar cheese, crispy bacon, lettuce, tomato, onion, and pickle on a toasted brioche bun. Served with French fries or potato chips. - **\$11.50**
5. **3 Fish Tacos:** Soft corn tortillas filled with beer-battered fish, shredded cabbage, pico de gallo, and chipotle mayo. Served with a side of black beans and rice. - **\$12.00**
6. **Grilled Chicken Sandwich:** Marinated grilled chicken breast served on a toasted ciabatta roll with lettuce, tomato, red onion, and avocado. Served with a side of coleslaw or sweet potato fries. - **\$11.00**
7. **Mediterranean Veggie Wrap:** Grilled zucchini, bell peppers, red onions, and hummus wrapped in a spinach tortilla. Served with a side of tabbouleh salad or Greek yogurt-cucumber sauce. - **\$10.00**



8. **Turkey Club Wrap:** Sliced turkey breast, crispy bacon, lettuce, tomato, and avocado wrapped in a flour tortilla. Served with a side of ranch dressing and kettle chips. - **\$10.50**
9. **Vegetarian Quinoa Bowl:** Fluffy quinoa topped with roasted vegetables, chickpeas, avocado slices, and crumbled feta cheese. Drizzled with balsamic glaze and served with a side of garlic bread. - **\$11.00**

Soup of the Day

1. **Broccoli Cheddar Soup:** Creamy soup packed with tender broccoli florets and melted cheddar cheese. Served with a sprinkle of extra cheese on top and a side of crusty bread or crackers. - **\$6.00**
2. **Chicken Noodle Soup:** Hearty chicken broth loaded with tender pieces of chicken, carrots, celery, and egg noodles. - **\$6.00**
3. **Clam Chowder:** Creamy soup loaded with tender clams, potatoes, onions, and celery. - **\$7.00**
4. **Sorrel Soup:** Tangy soup made from sorrel leaves, potatoes, onions, and served with hard-boiled eggs and sour cream. - **\$6.50**
5. **Solynka:** Made with a variety of meats, pickled cucumbers, olives, capers, and lemon juice. - **\$7.00**
6. **Tomato Basil Soup:** Classic soup made with ripe tomatoes, fresh basil, garlic, and onions, served with a sprinkle of Parmesan cheese and a side of toasted bread or croutons. - **\$6.00**
7. **Vegetable Minestrone:** Hearty Italian soup featuring a variety of vegetables and pasta, served with a sprinkle of Parmesan cheese and a side of garlic bread. - **\$6.50**

Appetizers

1. **Chicken Wings:** Crispy chicken wings tossed in various sauces like Buffalo, barbecue, or teriyaki, served with celery sticks and ranch or blue cheese dressing. - **\$8.50**
2. **Fried Calamari:** Tender calamari rings lightly breaded and fried until crispy, served with marinara sauce or aioli for dipping. - **\$9.00**
3. **Loaded Potato Skins:** Crispy potato skins filled with melted cheese, crispy bacon bits, and green onions, served with sour cream for dipping. - **\$8.00**
4. **Mozzarella Sticks:** Breaded and deep-fried mozzarella cheese sticks served with marinara sauce for dipping. - **\$7.50**
5. **Nachos:** Crispy tortilla chips topped with melted cheese, black beans, jalapenos, diced tomatoes, sour cream, guacamole, and salsa. - **\$9.00**



6. **Spinach Artichoke Dip:** Creamy dip made with spinach, artichoke hearts, and cheese, served warm with tortilla chips, bread slices, or crackers. - **\$8.50**

Main Courses

1. **Premium Fish Sandwich:** Battered and fried fish fillet served on a toasted brioche bun with lettuce, tomato, and tartar sauce. Served with golden fries or a fresh garden salad. - **\$12.00**
2. **Chef's Salad:** Mixed greens topped with turkey, ham, cheese, hard-boiled eggs, tomatoes, cucumbers, and your choice of dressing. - **\$15.00**
3. **Chicken Piccata:** Tender chicken breast dredged in flour, sautéed, and simmered in a tangy lemon and caper sauce. Served with angel hair pasta or rice. - **\$15.00**
4. **Vegetarian Lasagna:** Layers of lasagna noodles, marinara sauce, sautéed vegetables, and creamy ricotta cheese baked until bubbly and golden brown. Served with garlic bread and a side salad. - **\$15.00**
5. **Grilled Chicken Alfredo:** Grilled chicken breast served over fettuccine pasta tossed in creamy Alfredo sauce, garnished with grated Parmesan cheese and chopped parsley. - **\$18.00**
6. **Vegetarian Risotto :** Creamy risotto made with seasonal vegetables, often finished with truffle oil or Parmesan cheese.-**\$24.00**
7. **Grilled Salmon:** Fresh salmon fillet seasoned and grilled, served with a choice of sides such as roasted vegetables, rice pilaf, or mashed potatoes, with optional pomegranate molasses sauce. - **\$24.00**
8. **Ribeye Steak:** Juicy and flavorful ribeye steak cooked to preference, served with garlic mashed potatoes and sautéed spinach. - **\$24.00**
9. **Filet Mignon:** Premium cut beef tenderloin grilled to perfection, served with a choice of sauces and accompanied by roasted potatoes and grilled asparagus. - **\$24.00**

Firewood Pizza

1. **Margherita Pizza:** Traditional pizza topped with fresh mozzarella, tomatoes, basil, and a drizzle of olive oil. - \$15.00
2. **Pepperoni Pizza:** Classic pizza topped with pepperoni slices and mozzarella cheese. - \$15.00
3. **Vegetarian Pizza:** Pizza topped with bell peppers, onions, mushrooms, olives, and mozzarella cheese. - \$15.00



4. **BBQ Chicken Pizza:** Pizza topped with barbecue sauce, grilled chicken, red onions, cilantro, and mozzarella cheese. - \$18.00

Desserts

1. **Chocolate Lava Cake:** Decadent chocolate cake with a gooey, molten center, served warm with a scoop of vanilla ice cream or a dollop of whipped cream. - **\$7.50**
2. **New York Cheesecake:** Rich and creamy cheesecake on a graham cracker crust, served plain or with fruit compote or sauce. - **\$6.50**
3. **Crème Brûlée:** Classic French dessert consisting of a creamy custard base topped with a layer of caramelized sugar. - **\$6.50**
4. **Key Lime Pie:** Tangy dessert made with Key lime juice, egg yolks, and sweetened condensed milk in a graham cracker crust, served chilled with whipped cream or meringue topping. - **\$6.50**
5. **Bread Pudding:** Indulgent dessert made with cubed bread soaked in a mixture of milk, eggs, sugar, and spices, baked until golden, and served warm with caramel sauce or vanilla ice cream. - **\$6.50**
6. **Tiramisu** - Layers of espresso-soaked ladyfingers and mascarpone, dusted with cocoa powder, delivering a delightful finish. \$6.50

Beverages (Alcoholic)

1. Arnold Palmer: \$5.00
2. Bloody Mary: \$8.00
3. Clubhouse Cooler: Maker's Mark, Dekuyper Peach Schnapps, Housemade Lemonade - \$10.00
4. Cosmopolitan: \$8.50
5. Golfers' G&T (Gin and Tonic): \$7.00
6. Hole in One: Jameson, Domaine de Canton, Club Soda, Fresh Lime - \$10.00
7. John Daly: \$7.50
8. Long Island Iced Tea: \$9.00
9. Lynchburg Lemonade: \$8.00
10. Margarita: \$8.50
11. Mojito: \$10.00
12. Old Fashioned: \$9.00
13. Pineapple Caddy (Pineapple Margarita): \$8.50
14. Piña Colada: \$8.50
15. Rum and Coke (Cuba Libre): \$7.00
16. Sandy Par (Scotch and Soda): \$7.50



17. Sex on the Beach: \$8.00
18. Tequila Tee Shot: \$7.50
19. Water Hazard (Blue Lagoon): \$8.00
20. Whiskey Wedge (Whiskey Sour): \$8.00
21. Zen Green Tea (Matcha Green Tea Cocktail): \$9.00

Non-Alcoholic Cocktails

1. Virgin Mojito: Muddled fresh mint leaves, lime juice, sugar, and soda water. Refreshing and herb-forward. - \$7.00
2. Shirley Temple: Ginger ale or lemon-lime soda with grenadine and a maraschino cherry. - \$5.50
3. Arnold Palmer: A mix of iced tea and lemonade, named after the famous golfer. - \$4.50
4. Mint-Basil Limeade: Muddled basil and mint, simple syrup, lime juice, and soda water. - \$6.00
5. Berry Smash: A mix of berries, hibiscus tea, lemon juice, mint, and ginger beer. - \$6.50
6. Blue Lagoon Mocktail: Blue curacao syrup, lemonade, and lemon-lime soda, garnished with a cherry. - \$6.50
7. Non-Alcoholic Blood Orange Spritzer: Blood orange juice, rosemary syrup, lime juice, and soda water. - \$6.50
8. Rosemary-Pomegranate Soda: Pomegranate juice, rosemary simple syrup, and soda water. - \$6.00
9. Tonic Rickey: Tonic water, seltzer, fresh lime juice, and simple syrup. - \$6.00
10. Vanilla Earl Grey Blackberry Mocktail: Vanilla and Earl Grey tea with blackberries, soda water, and a touch of citrus. - \$6.50

Beers

1. Coors Light: \$5.00
2. Bud Light: \$5.00
3. Miller Lite: \$5.00
4. Blue Moon: \$5.00
5. Sierra Nevada Pale Ale: \$6.00
6. Samuel Adams Boston Lager: \$6.00
7. Hoegaarden: \$6.00
8. Dogfish Head 90 Minute IPA: \$6.00
9. Stella Artois : \$6.00

Wines (by glass)

1. Chardonnay: \$6.00
2. Pinot Grigio: \$6.00
3. Sauvignon Blanc: \$6.50
4. Cabernet Sauvignon: \$7.00



- 5. Pinot Noir: \$7.00
- 6. Rosé: \$6.50

Beverages (Non-Alcoholic)

Iced Tea: \$2.50 Lemonade: \$2.50 Club Soda: \$2.00 Fruit Punch: \$2.50 Sparkling Water:
\$3.00

Espresso: \$3.00 Cappuccino: \$4.00 Latte: \$4.00



Operating Manual



This employee handbook is designed to provide detailed operational guidelines for managing our concessions. It outlines procedures, policies, and responsibilities to ensure smooth operations and high standards of service for all facility users and guests.



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Section 100 – Contact Information

Hzip LLC aims to provide high-quality, convenient, and diverse food and beverage options to enhance the daily experience of facility users. With a focus on excellence and customer satisfaction, our services are designed to meet the needs of a busy governmental environment.

101 – Management Contact List

This section outlines the primary points of contact within the management team. It includes contact information for essential roles responsible for overseeing and supporting daily operations. This information facilitates effective communication and efficient resolution of issues.

Concession Manager

- **Name:** Ili Umansky
- **Role:** Oversees all aspects of concession operations, including staffing, daily service, quality control, and customer service.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:** (808)818-3888
- **Email:** IU@hzip.org

Assistant Manager/Event coordinator

- **Name:** Victoria Vavilova
- **Role:** Assists the Manager in daily operations, focusing on scheduling, inventory management, and employee training.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:**
- **Email:** vvavilova@hzip.org

Head Chef

- **Name:** Not Yet known
- **Role:** Responsible for menu planning, food preparation, and kitchen team management. Ensures compliance with health and safety standards.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:**
- **Email:**
-



Customer Service Manager

- **Name:** Ili Umansky
- **Role:** Manages the customer service team, handles customer inquiries and complaints, and ensures customer satisfaction.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:** 808-818-3888
- **Email:** iu@hzip.org

Vendor Relations Coordinator

- **Name:** Lina Bright
- **Role:** Manages relationships with food and beverage suppliers, oversees procurement processes, and ensures timely delivery and stock management.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:**
- **Email:** lbright@hzip.org

102 – Maintenance Contact List

This section provides contact information for the maintenance team responsible for the upkeep and operational efficiency of the concession and vending equipment. It ensures that any maintenance issues can be addressed quickly and efficiently, minimizing downtime and maintaining high service standards.

Maintenance Supervisor

- **Name:** Ili Umansky
- **Role:** Leads the maintenance team, coordinates all maintenance activities, ensures compliance with safety standards, and manages repair schedules.
- **Office Phone:** 808-480-8800
- **Mobile Phone:** (808)-818-3888
- **Email:** iu@hzip.org

HVAC Technician

- **Name:** Airone
- **Role:** Specializes in maintaining and repairing heating, ventilation, and air conditioning systems to ensure optimal climate control within the Restaurant.
- **Office Phone:** [\(386\) 679-7090](tel:3866797090)
- **Mobile Phone:**
- **Email:**



Electrical Technician

- **Name:** Seacost Electric
- **Role:** Responsible for maintaining and repairing all electrical systems and equipment, ensuring they operate safely and efficiently.
- **Office Phone:** (386)264-4964

Plumbing Technician

- **Name:** David Gray
- **Role:** Handles all plumbing issues, including water supply and waste management systems, to prevent disruptions and maintain hygiene standards.
- **Office Phone:** [904-605-8190](tel:904-605-8190)
- **Mobile Phone:**
- **Email:**

Equipment Technician

- **Name:** Tech24
- **Role:** Focuses on the maintenance and repair of restaurant -specific equipment such as espresso machines, ovens, and vending machines.
- **Office Phone:** ((407) 278-6544
- **Mobile Phone:**
- **Email:**

103 – Vendor and Supplier Contact List

This section provides the contact details for all vendors and suppliers related to the restaurant and vending services. It ensures timely procurement of goods, services, and emergency support.

Food and Beverage Suppliers

Name: Food Supply

Role: Primary supplier of food ingredients and specialty items.

Office Phone: 386-763-7500

Email: info@foodsupply.com

Address: 3100 S. Ridgewood Av. Unit 100 South Daytona, FL 32119

Coffee and Tea Supplier

Name: Restaurant Depo

Role: Supplier of coffee beans, tea leaves, and related products.

Office Phone: [\(407\) 295-4300](tel:407-295-4300)



Email:

Address: 3451 W Princeton St, Orlando, FL 32808

Vending Machine Services

Name: P & L Vending

Role: Provides and services vending machines.

Office Phone [\(904\) 599-3742](tel:9045993742)

Email

Address:

Equipment Maintenance: Tech24

Role: Focuses on the maintenance and repair of restaurant -specific equipment such as espresso machines, ovens, and vending machines.

Office Phone: ((407) 278-6544

103 - Vendor and Cleaning Supplies

Name: Restaurant Depo

Role: Provides janitorial and sanitation products.

Office Phone: [\(407\) 295-4300](tel:4072954300)

Email:

Address: 3451 W Princeton St, Orlando, FL 32808

Packaging Supplies

Name: restaurant depo

Role: Supplier of biodegradable and eco-friendly packaging materials.

Office Phone: [\(407\) 295-4300](tel:4072954300)

Email:

Address: 3451 W Princeton St, Orlando, FL 32808

Miami Hood Cleaning

Phone: +1 (305) 901-5834

Website: miamihoodcleaning.com

Fire Equipment & Service Inc.

Phone: +1 (305) 593-4551

Website: fireequipmentservice.com

Services: Fire extinguisher sales and service, fire suppression systems, and emergency lighting.

Section 200 – Facility Information



201: St. Johns Golf Club

- **Location:** 4900 Cypress Links Blvd. Elkton, FL 32033
- **Contact Number:** 808-818-3888
- **Website:** <https://www.sjgc.com/>

Hours of Operation:

Monday-Sunday 6:30 a.m. to 6:00 p.m

203 – Additional Services and Policies

- **Sustainability Initiatives:** Saint Johns Golf Club Café uses biodegradable packaging and participates in recycling programs.
- **Health and Safety:** Saint Johns Golf Club Café adheres to all local health regulations, with regular inspections to ensure food safety.
- **Guest Policies:**
 - Guests must adhere to facility policies, including appropriate conduct and adherence to posted concession rules.
 - No outside food or drinks permitted within the concession area.
- **Feedback and Complaints:** Feedback forms are available online and at the concession. Complaints or suggestions can also be directed to the manager or submitted through the website or by email : OFFICE@HZIP.ORG

Section 300 – Personnel/Job Descriptions



301 – Facility Manager

Responsibilities:

- Oversee daily operations of the concession.
- Manage concession staff, including scheduling and payroll.
- Ensure customer satisfaction through management of complaints and service issues.
- Coordinate with suppliers and manage inventory.
- Maintain compliance with health and safety regulations.
- Financial management, including budgeting, sales reporting, and cash handling.

302 – Assistant Manager

Responsibilities:

- Assist the Manager in daily concession operations.
- Step in to manage the facility in the absence of the Manager.
- Supervise staff and help with training new employees.
- Handle administrative tasks like inventory and cash register reconciliation.
- Help ensure customer service is timely and professional.

303 – Head Chef

Responsibilities:

- Lead the kitchen team in food preparation and menu planning.
- Ensure the quality and safety of food served.
- Innovate and introduce new dishes to the menu.
- Manage kitchen staff, including scheduling and training.
- Oversee inventory and procurement of kitchen supplies.

304 – Customer Service Representatives/Event Coordinator

Responsibilities:

- Special event planning
- Greet and serve customers.
- Process orders and payments.
- Address customer inquiries and complaints.
- Ensure the dining area is clean and welcoming.
- Assist with food preparation and presentation as needed.

305 – Maintenance Staff



Responsibilities:

- Always maintain the cleanliness and hygiene of the facility.
- Perform regular maintenance checks and repairs on facility equipment.
- Respond to maintenance requests promptly.
- Ensure safety procedures are followed during maintenance tasks.
- Ensure that all vending machines are properly working and full.

306 – Bartender

Responsibilities:

- Prepare and serve alcoholic and non-alcoholic beverages to customers.
- Create and innovate new cocktail recipes, including zero-proof options.
- Maintain a clean and organized bar area, ensuring all supplies are stocked.
- Check customers' identification to ensure they meet age requirements for alcohol consumption.
- Engage with customers to ensure a pleasant experience, answering questions and taking orders.
- Manage bar inventory, including ordering and stocking supplies.
- Ensure compliance with health, safety, and alcohol service regulations.
- Assist with setting up and serving during special events and entertainment nights.
- Handle cash and credit transactions accurately, balancing the register at the end of each shift.
- Work with management to create and execute bar promotions and specials.

401 – Opening and Closing Procedures



Opening Procedures:

- Conduct a pre-opening inspection of the facility to ensure cleanliness and readiness.
- Review inventory levels and prepare necessary food items.
- Turn on all necessary equipment (coffee machines, ovens, etc.).
- Set up the dining and service areas, ensuring all materials are in place.
- Brief the team on the day's specials, any menu changes, and specific roles.

Closing Procedures:

- Clean and sanitize all kitchen tools, equipment, and surfaces.
- Store leftover ingredients properly to ensure food safety.
- Secure all cash and receipts in a safe or lockbox.
- Turn off and unplug appliances, except those required to stay on for safety or maintenance.
- Lock all doors and set any alarms.

402 – Food Preparation and Safety Standards

- 1. Compliance with Local Health Department Regulations**
 - Obtain and display all required health permits and food safety certifications.
 - Regularly review changes to local health codes and update operating procedures accordingly.
 - Schedule periodic visits from health inspectors and maintain a log of inspection reports and any actions taken to rectify issues.
- 2. Staff Training on Food Safety Practices**
 - Initial and ongoing food safety training for all new and existing staff, focusing on critical areas such as hand washing, proper glove use, and safe food handling techniques.
 - Use visual aids and practical demonstrations to reinforce learning.
 - Certify kitchen staff in food safety management and ensure at least one certified individual is present during operating hours.
 - Keep records of all training sessions, including topics covered and attendance.
- 3. Cross-Contamination Prevention**
 - Implement color-coded cutting boards and utensils to separate different food types (e.g., red for meats, green for vegetables).
 - Designate specific equipment and storage areas for allergenic ingredients like nuts and gluten.
 - Regularly train staff on the importance of cleaning and sanitizing workstations between tasks to prevent cross-contact of allergens.
- 4. Allergen Awareness**



- Provide clear information on menus about the presence of common allergens in dishes.
 - Train staff to handle customer inquiries about allergens confidently and accurately.
 - Implement a protocol for preparing food for customers with allergies, including using separate utensils and cookware.
- 5. Verification of Cooking and Storage Temperatures**
- Use calibrated thermometers to check cooking temperatures, ensuring meats reach safe internal temperatures as specified by health authorities.
 - Regularly check and log temperatures in refrigeration and freezer units to ensure they are within safe storage ranges.
 - Train staff on corrective actions to take if temperatures deviate from safe ranges.
- 6. System for Tracking Food Expiration Dates and Stock Rotation**
- Implement a digital or manual logging system to track the expiration dates of all ingredients.
 - Use a FIFO (First In, First Out) system for using stock to ensure older items are used before newer ones.
 - Conduct weekly checks to verify that the FIFO system is being followed and that no expired items are stored.
- 7. Regular Audits of Food Safety Practices**
- Schedule and conduct monthly internal audits of food safety practices to ensure compliance with training and operational standards.
 - Use audit results to identify areas for improvement and implement corrective actions promptly.
 - Consider third-party audits periodically to gain an external perspective on food safety practices.
- 8. Documentation and Record Keeping**
- Maintain comprehensive records of all food safety-related activities, including supplier deliveries, temperature checks, cleaning schedules, and staff training.
 - Ensure that all documentation is readily available for inspection by health authorities.

403-Safety Protocol and Procedures

- 1. Regular Hand Washing:**
- Staff must wash hands thoroughly with soap and warm water for at least 20 seconds before and after handling food, after using the restroom, after touching face or hair, and after handling garbage.
 - Hand washing must be done at designated handwashing stations equipped with soap, warm water, and disposable towels.



2. Use of Gloves:

- Staff must wear disposable gloves when handling ready-to-eat foods.
- Gloves must be changed frequently, especially after handling raw meat, poultry, or seafood, and after any activity that may contaminate the gloves.
- Hands must be washed before putting on a new pair of gloves.

3. Proper Sanitization:

- All surfaces, including countertops, cutting boards, and prep tables, must be cleaned and sanitized before and after each use.
- Equipment and utensils must be cleaned and sanitized after each use.
- Approved sanitizing solutions must be used as per manufacturer's instructions to ensure effective germ-killing action.

4. Temperature Control:

- All perishable foods must be stored at safe temperatures (below 40°F for refrigeration, below 0°F for freezing).
- Hot foods must be kept at or above 140°F.
- Temperature logs must be maintained and monitored regularly.

5. Mandatory Hand Washing:

- Staff must wash hands as outlined in the food safety protocols.
- Hand washing must be reinforced with visual reminders and supervision

6. Clean Uniforms:

- Staff must wear clean uniforms, including aprons and hats/hairnets, at all times.
- Uniforms must be laundered regularly to maintain hygiene.

7. Hair Restraints:

- Staff with long hair must tie it back and wear hairnets or hats to prevent hair from contaminating food.

8. No Jewelry:

- Staff must remove all jewelry, except for plain wedding bands, to prevent contamination and avoid accidents.

9. Daily Cleaning:

- All surfaces, equipment, and utensils must be cleaned and sanitized at the start and end of each shift, and between tasks.
- High-touch areas, such as door handles, light switches, and POS systems, must be sanitized frequently.

10. Approved Cleaning Products:

- Only approved cleaning and sanitizing products must be used.
- Staff must follow the manufacturer's instructions for proper use and dilution of cleaning products.

11. Sanitization Log:

- A sanitization log must be maintained to record the date, time, and areas cleaned and sanitized, along with the name of the staff member responsible.



404 – Customer Service Protocols

1. Greeting Customers

- Staff should acknowledge each customer within 30 seconds of their entry, regardless of how busy the service area may be.
- Use a friendly, open demeanor with a standard greeting such as, "Welcome to Saint Johns Golf Club Café How can I assist you today?"
- Train staff to recognize regular customers and greet them with personalized comments when appropriate.

2. Providing Menu Information

- Ensure that all staff members are thoroughly familiar with every item on the menu, including seasonal or special items.
- Develop a detailed menu guide that includes descriptions, ingredients, and potential allergens for each dish, which can be referenced quickly by staff when needed.
- Train staff to proactively offer this information, particularly in regard to common allergens and dietary preferences (e.g., vegan, gluten-free options).

3. Accuracy and Efficiency in Order Taking

- Implement a standardized procedure for taking orders, whether manually written or input into a digital system, to minimize errors.
- Use read-back techniques where staff repeat the customer's order back to them to ensure accuracy before finalizing it.
- In digital ordering systems, ensure screens are customer-facing so that customers can confirm their order details.

4. Handling Customer Complaints

- Develop a step-by-step protocol for addressing complaints that all staff are trained to follow, which includes listening actively, empathizing with the customer, offering viable solutions, and following up to ensure satisfaction.
- Train staff on using calm and respectful tones, regardless of the customer's demeanor. Role-play scenarios can be effective for this training.
- Implement a system where unresolved issues are escalated to a manager or senior staff member immediately.

5. Training for Peak Hours

- Conduct regular training sessions that focus on handling high-volume periods without sacrificing service quality. Include strategies for multitasking and stress management.
- SEE peak hour playbook that outlines specific roles and responsibilities for each staff member during busy times.
- Use scheduling software to ensure adequate staffing during expected peak periods based on historical sales and traffic data.



The playbook will provide clear, step-by-step instructions for common scenarios encountered during peak periods, including

Expanded Ordering Options:

- ✓ Adding Additional Employees if necessary.
- ✓ Instructions for using QR codes to facilitate self-service ordering, including how to assist customers with the process.
- ✓ Procedures for using handheld devices to take orders and process payments, ensuring staff are trained to handle these tools effectively.
- ✓ Addition of Buzzers to facilitate quicker pick-up time and eliminate bottlenecks.

Communication Protocols:

- ✓ Established methods for relaying information quickly, and effectively.
- ✓ Making sure that whatever order register system is used is fully functional and easily backed up.
- ✓ Implement strategies for coordinating tasks and responsibilities to ensure smooth operation and support during busy times such as out loud repeat of orders.

(30 Minutes Before Peak):

- ✓ Staff Briefing: Conduct a briefing with all staff to review roles, responsibilities, and peak hour strategies.
- ✓ Setup: Ensure all stations are fully stocked, equipment is operational, and ordering systems (QR codes, handheld devices) are working.
- ✓ Menu Prep: Prepare as much food as possible in advance to minimize preparation time during peak hours.

Initial Customer Flow (First 15 Minutes):

- ✓ Order Management: Use a streamlined order-taking process to handle incoming orders quickly. Utilize QR code ordering and handheld devices to speed up the process.
- ✓ Kitchen Readiness: Ensure that kitchen staff are ready to handle the increased volume of orders, with clear instructions for prioritizing high-demand items.
- ✓ Customer Service: Front-line staff should focus on quick, efficient service while maintaining quality and addressing any customer concerns promptly.

Mid-Peak Operations (15-30 Minutes):

- ✓ Monitor Flow: Keep track of customer flow and adjust staffing as needed to address any bottlenecks or delays.
- ✓ Order Fulfillment: Ensure that orders are being processed and delivered promptly. Utilize additional kitchen staff if necessary to maintain pace.
- ✓ Communication: Maintain clear communication between front-line staff and kitchen staff to ensure orders are fulfilled correctly and efficiently.

Peak Management (30-45 Minutes):

- ✓ Efficiency Review: Assess the effectiveness of current processes and make real-time adjustments to improve service speed and quality.
- ✓ Customer Interaction: Continue to manage customer interactions effectively, addressing any issues or complaints quickly to maintain satisfaction.
- ✓ Support: Support staff should assist with restocking supplies, cleaning, and handling special requests to keep operations running smoothly.

Post-Peak Actions (45-60 Minutes):

- ✓ Order Wrap-Up: Ensure that all outstanding orders are completed and that any remaining customers are served efficiently.
- ✓ Staff Debrief: Conduct a brief debriefing with staff to discuss what went well and identify any areas for improvement.
- ✓ Cleanup and Restocking: Begin cleanup and restocking procedures to prepare for the next peak period.



Chef's Peak Hour Preparation Checklist

Beginning of Work

- Confirm that all menu items are prepared according to specifications.
- Brief kitchen staff on their roles and responsibilities for peak hours.
- Ensure compliance with food safety protocols and staff are wearing proper PPE.

1 Hour Before Peak Starts

- **Inventory Check:** Verify that all essential ingredients and supplies are stocked.
- **Equipment Check:** Ensure all cooking equipment is operational and preheated as necessary.
- **Prep Work:** Complete necessary prep work (e.g., chopping, marinating, preparing sauces).
- **Order Management System:** Verify that QR code and handheld devices are functioning correctly and verify there is a paper in the printer +extra.
- **Menu Check:** Ensure high-demand items are prominently prepared.

30 Minutes Before Peak Starts

- **Final Prep:** Complete any last-minute prep work needed for the peak period.
- **Staff Briefing:** Conduct a final briefing with staff to review timing and procedures.

During Peak Hours

- **Monitor Order Flow:** Track the progress of incoming orders and adjust priorities as needed.



- **Quality Control:** Monitor the quality and presentation of food items.
- **Efficient Cooking:** Use timers and coordinate cooking processes to maximize efficiency.
- **Communication:** Maintain effective communication with front-line and support staff.
- **Inventory Management:** Track ingredient usage and notify support staff if replenishment is needed.

Post-Peak Actions

- **Order Wrap-Up:** Ensure all remaining orders are completed and delivered.
- **Cleanup:** Clean all kitchen equipment and surfaces thoroughly.
- **Staff Debriefing:** Conduct a brief meeting with staff to review performance and identify areas for improvement.
- **Inventory Recheck:** Assess inventory levels and reorder supplies as needed.
- **Review and Plan:** Review feedback and update the Peak Hour Playbook with any new insights.

6. Continuous Improvement and Feedback

- Regularly solicit feedback from customers through comment cards, digital platforms, or direct conversation to gauge the effectiveness of the customer service protocols.
- Hold monthly meetings with staff to discuss what's working and what isn't, encouraging them to share their observations and suggestions.
- Update training and operational protocols based on customer feedback and staff input to continually refine the customer service process.

7. Empowering Staff

- Encourage staff by empowering them to make small customer-centric decisions without always needing managerial approval, such as replacing a dish or offering a discount if a customer is dissatisfied.



- Recognize and reward staff members who consistently provide excellent customer service or handle difficult situations well.

406 – Inventory Management

Implementing an Inventory Tracking System

- **Clover** management software that integrates with the facility point-of-sale (POS) system for real-time tracking of sales and stock levels.
- Ensure the system includes features for tracking stock levels, generating reordering alerts when supplies fall below predetermined thresholds, and reporting capabilities to analyze usage patterns and adjust stock levels accordingly.
- Conduct training sessions for all relevant staff members on how to use the inventory management system effectively. Include training on inputting new stock, updating stock levels after deliveries, and checking out stock as it's used.

Regular Inventory Audits

- Conduct weekly and monthly audits to verify the accuracy of the inventory tracking system. Compare physical stock counts with system records.
- Develop a standard procedure for inventory audits that includes a checklist of items to be counted, instructions on how to count (e.g., weighing bulk items, counting individual units), and guidelines for reporting discrepancies.
- Establish a process for investigating and correcting discrepancies between physical counts and system records, such as updating system data, checking for input errors, or addressing theft and misuse.

Supplier Relationships

- Evaluate suppliers based on reliability, quality of products, pricing, and delivery schedules. Prefer suppliers who practice sustainable and ethical sourcing.
- Build long-term relationships with key suppliers to negotiate better prices, prioritize delivery schedules, and access bulk purchase discounts.
- Identify and establish relationships with backup suppliers to ensure supply chain resilience in case of disruptions with primary suppliers.

Training Staff on Inventory Practices

- Ensure all staff members understand the importance of inventory control and their role in maintaining it. Training should cover topics such as the correct way to receive, store, and handle stock, particularly perishable items.



- Train staff on techniques to minimize waste, such as using **older stock first (FIFO)**, proper storage methods to extend shelf life, and creative uses for ingredients that are nearing the end of their usability.
- Educate staff on the implications of theft and **establish clear policies and controls to deter and detect theft**, including random audits and **secure storage** for high-value items.

Technological Integration

- Utilize data from the inventory system to make informed decisions about menu changes, promotions, and bulk purchasing, based on consumption trends and seasonal availability of products.

Monitoring and Continuous Improvement

- Hold regular review meetings with key staff to discuss inventory levels, any issues with suppliers, and opportunities for cost savings.
- Create a feedback loop where staff can suggest improvements to inventory practices based on their daily experiences.

407 – Emergency and Safety Procedures

Emergency Response Plan

- **Identify Risks** such as potential emergency scenarios specific to the concession location, including fires, medical emergencies, natural disasters (e.g., hurricanes, floods), and security threats.
- **Plan Creation** should include specific actions to take for each type of emergency, designated safe areas, primary and secondary evacuation routes, and procedures for accounting for all staff and customers.
- **Plan Accessibility** to all employees, available in both digital and physical formats. Consider translating the plan into relevant languages to accommodate all staff members.
- **Regular Updates** of the emergency plan at least annually or whenever changes in layout, staff, or other significant factors occur. Changes should be communicated to all employees promptly.

Staff Training on Emergency Procedures

- **Initial Training:** Provide comprehensive emergency training for all new employees during their orientation. This training should cover understanding the emergency response plan, recognizing fire types and using fire extinguishers, administering basic first aid, and performing CPR.
- **Refresher Courses:** Conduct annual refresher training to ensure all staff are familiar with the procedures and any new changes to the emergency plans.



- **Role-Specific Training:** Assign specific roles to staff members during an emergency, such as who calls 911, who **uses fire extinguishers**, and who assists in evacuation. Training should be role-specific where necessary.

Conducting Regular Drills

- Conduct **emergency drills at least twice a year** to practice evacuation procedures, the use of fire extinguishers, and other safety protocols.
- Simulate different types of emergencies to ensure staff can react appropriately under various conditions.
- After each drill, hold a debriefing session to discuss what went well and where improvements are needed. Adjust the emergency response plan based on feedback from these drills.

Accessibility of Emergency Contact Numbers

- Post emergency contact numbers prominently in the facility.
- Maintain a comprehensive list of emergency contacts, including local police, fire departments, hospitals, poison control, and utility companies.
- Include contact information for **all employees for emergency communication** purposes.

Maintenance of Safety Equipment

- **Regular Inspections:** Schedule **monthly inspections** to check the functionality and accessibility of all safety equipment, including fire extinguishers, first aid kits, emergency lighting, and smoke alarms.
- **Clear Markings:** Clearly **label all safety equipment** and ensure that nothing obstructs access to them.
- **Replacement and Servicing:** Replace or service safety equipment according to the manufacturer's recommendations or as needed based on wear or expiration.

408 – Maintenance and Upkeep Schedule

Daily Maintenance Tasks

- **Equipment Start-Up and Shut-Down Procedures:** Check all kitchen appliances and equipment are functioning correctly at the start and end of each day.
- **Surface Cleaning:** Wipe down all cooking surfaces, counters, and tables. Sanitize surfaces that come into direct contact with food.
- **Dishwashing:** Clean all used dishes, utensils, and cooking equipment with hot, soapy water followed by sanitization.
- **Floor Cleaning:** Sweep and mop kitchen, dining area, and restroom floors.
- **Sanitary Check:** Replenish supplies including soap, toilet paper, and hand towels; clean and sanitize all surfaces, including toilets, sinks, and door handles.



- **Trash Disposal:** Empty all trash bins in the kitchen, dining area, and restrooms, replace liners, and sanitize the bins.

Weekly Maintenance Tasks

- **Deep Cleaning of Cooking Equipment:** Thoroughly clean ovens, grills, fryers, and microwaves to remove grease and food debris.
- **Refrigeration Cleaning:** Check and clean refrigerator coils, clear drain lines, and verify temperature settings.
- **Pest Control Inspection:** Check for signs of pests and clean areas behind and beneath equipment where debris can accumulate.
- **Drain Cleaning:** Flush drains with a drain cleaner to prevent clogs and ensure smooth operation.
- **Inspect Light Fixtures:** Ensure all areas are well-lit; clean and replace any faulty bulbs or fixtures.

Monthly Maintenance Tasks

- **Deep Cleaning Session:** Conduct a comprehensive cleaning of the entire facility, including areas not covered in daily or weekly tasks. This includes ceilings, walls, and storage areas.
- **Equipment Functionality Check:** Test all kitchen appliances and equipment to ensure they are operating efficiently. Schedule professional maintenance for any that are not.
- **Safety Equipment Check:** Inspect fire extinguishers, smoke detectors, and first aid kits to ensure they are fully functional and accessible.
- **Furniture and Fixtures Inspection:** Check chairs, tables, and other furniture for stability and wear. Repair or replace as necessary.
- **HVAC System Check:** Clean vents and replace filters in the heating, and ventilation, if necessary to ensure optimal air quality and efficiency.

Seasonal/Annual Maintenance Tasks

- **Deep Freeze Service:** For facility with significant freezer use, have a professional service to prevent frost buildup and ensure the freezer is operating at peak efficiency.
- **Compliance Review:** Review compliance with local health and safety codes and address any issues prior to inspections.

Record Keeping

- Maintain a log of all maintenance activities, including what was done, who performed it, and any follow-up actions required. This documentation is crucial for tracking the effectiveness of maintenance protocols and providing accountability.



409- DAILY MAINTENANCE SCHEDULE AND CHECKLIST

Daily Restaurant and Kitchen Maintenance Checklist

Kitchen Area:

- Inspect and clean all surfaces (counters, cutting boards, prep tables).
- Check and refill soap and sanitizer dispensers.
- Verify that all equipment (ovens, fryers, grills, etc.) is in working order.
- Ensure all refrigeration units are at proper temperature and fully stocked.
- Sharpen knives and clean utensils.
- Check inventory levels for ingredients and supplies; restock as needed.
- Run dishwashers to ensure they are clean and ready for use.
- Sanitize all sinks and faucets.
- Ensure all waste bins are empty and lined.

Dining Area: (Deck)

- Wipe down and sanitize all tables .
- Clean and sanitize menus.
- Clean floors if needed.
- Check and refill condiments, napkins, and other table supplies.
- Restock as necessary.
- Ensure the POS systems are working and fully charged.

During Service

Kitchen Area:

- Clean and sanitize workstations between tasks.



- Keep floors clean and free of spills.
- Monitor food temperatures regularly.
- Refill ingredients and supplies as needed.
- Wash hands and change gloves regularly.
- Empty trash bins when full.

Dining Area

- Clear and clean tables promptly after guests leave.
- Wipe down high-touch areas (door handles, railings, etc.) frequently.
- Sweep floors regularly to keep the dining area tidy.
- Refill condiment stations and beverage dispensers as needed.
- Attend to customer needs and ensure their satisfaction.

Closing Procedures

Kitchen Area:

- Clean and sanitize all surfaces, including countertops, boards, and prep tables.
- Empty and sanitize sinks and faucets.
- Deep clean grills, ovens, fryers, and other cooking equipment.
- Clean and organize refrigeration units; discard expired or spoiled items.
- Sweep and mop floors.
- Empty and clean waste bins; remove trash from the premises.
- Soak and sanitize all utensils, pots, pans, and other kitchen tools.
- Run dishwashers and clean them afterward.
- Turn off all appliances and equipment.

Dining Area:

- Wipe down and sanitize all tables and chairs.
- Clean and sanitize menus.
- Vacuum and mop floors.



- Clean restrooms thoroughly and restock supplies.
- Empty and sanitize trash bins; remove trash from the premises.
- Ensure all lights and electronics are turned off.
- Lock all doors and secure the premises.

410- WEEKLY MAINTENANCE SCHEDULE AND CHECKLIST

Weekly Deep Cleaning Tasks

Kitchen Area:

- Clean and sanitize exhaust hoods and filters.
- Deep clean and descale coffee machines and beverage dispensers.
- Clean behind and under all kitchen equipment.
- Inspect and clean refrigeration coils.
- Deep clean floor drains and grease traps.
- Organize and clean pantry and storage areas.
- Inspect and clean air vents and HVAC systems

Dining Area:

- Polish and clean all glass surfaces (windows.).
- Dust and clean all light fixtures and ceiling fans.
- Clean and sanitize high chairs and booster seats.

411- MONTHLY MAINTENANCE SCHEDULE AND CHECKLIST

Monthly Maintenance Checklist

Kitchen Area

- Deep clean and sanitize all kitchen equipment (ovens, fryers, grills, mixers, etc.).
- Clean and sanitize all refrigeration units, including shelves and drawers.
- Deep clean and descale dishwashers.
- Clean and sanitize ice machines and check for mold or mildew.



- Deep clean exhaust hoods, filters, and ductwork.
- Clean and sanitize behind and underneath all kitchen appliances and equipment.
- Inspect and clean grease traps.
- Deep clean floor drains and check for clogs.
- Clean and organize pantry and storage areas, check for expired items.
- Inspect and clean refrigeration coils.
- Deep clean and sanitize all sinks and faucets.
- Inspect and deep clean garbage disposals.
- Reorganize and sanitize kitchen shelves and cabinets.

Maintenance Tasks:

- Check and calibrate kitchen thermometers and equipment.
- Inspect and maintain all kitchen appliances and equipment; schedule repairs if needed.
- Lubricate hinges, handles, and other moving parts of kitchen equipment.
- Test and replace batteries in smoke detectors and fire extinguishers.
- Inspect plumbing for leaks or blockages; schedule repairs if needed.
- Check and replace water filters in beverage dispensers and ice machines.

Dining Area

Deep Cleaning Tasks:

- Shampoo carpets and deep clean all flooring.
- Polish and clean all glass surfaces (windows, mirrors, etc.).
- Clean and sanitize all tables, chairs, and high-touch areas.
- Deep clean and sanitize menus.
- Clean and sanitize highchairs and booster seats.
- Deep clean and sanitize condiment stations and beverage dispensers.
- Clean and sanitize all light fixtures and ceiling fans.
- Dust and clean all decorative elements and wall hangings.
- Inspect and clean air vents and HVAC systems.



Maintenance Tasks:

- Inspect and repair any damaged furniture (tables, chairs, booths, etc.).
- Lubricate hinges, handles, and other moving parts of dining area fixtures.
- Test and replace batteries in smoke detectors and fire extinguishers.
- Inspect plumbing in restrooms for leaks or blockages; schedule repairs if needed.
- Check and replace air filters in HVAC systems.

Restrooms

Deep Cleaning Tasks:

- Deep clean and sanitize all restroom fixtures (toilets, sinks, urinals).
- Clean and sanitize restroom floors and walls.
- Deep clean and sanitize restroom mirrors and glass surfaces.
- Inspect and clean air vents and HVAC systems in restrooms.

Maintenance Tasks:

- Inspect plumbing for leaks or blockages; schedule repairs if needed.
- Test and replace batteries in smoke detectors and fire extinguishers.
- Check and restock restroom supplies (soap, paper towels, toilet paper).
- Inspect and repair any damaged fixtures or amenities.

General Maintenance

Deep Cleaning Tasks:

- Deep clean and sanitize all employee break rooms and locker rooms.
- Clean and organize all storage areas and utility rooms.
- Deep clean and sanitize trash cans and waste disposal areas.

Maintenance Tasks:

- Inspect and maintain all safety and security systems (alarms, cameras, etc.).
- Schedule pest control inspections and treatments.
- Inspect and repair any structural issues (walls, ceilings, floors).



412-QUARTERLY MAINTENANCE SCHEDULE AND CHECKLIST

Kitchen Area

Deep Cleaning Tasks:

- If needed Deep clean all cooking and baking equipment, including ovens, fryers, grills, and stoves.
- Inspect and clean all kitchen exhaust systems, including ductwork and ventilation.
- Thoroughly clean and sanitize all storage areas, including dry storage and walk-in coolers/freezers.
- Deep clean and sanitize under and behind all kitchen appliances and equipment.
- Inspect and clean the interior and exterior of all refrigerators and freezers.
- Descale dishwashers and other water-using appliances to remove lime and calcium buildup.

Maintenance Tasks:

- Inspect and replace any worn or damaged kitchen utensils and equipment.
- Check and service refrigeration units, including checking refrigerant levels and inspecting door seals.
- Inspect and service gas connections and appliances.
- Conduct a comprehensive inspection of all plumbing systems for leaks and clogs.
- Replace water filters in beverage dispensers and ice machines.

Dining Area

Deep Cleaning Tasks:

- Shampoo and deep clean all carpets and upholstery.
- Polish and deep clean all hardwood floors and other types of flooring.
- Clean and sanitize all light fixtures, including chandeliers and wall sconces.
- Thoroughly clean and sanitize all windows, mirrors, and glass surfaces.

Maintenance Tasks:



- Inspect and repair any wear and tear on dining furniture, including tables, chairs, and booths.
- Check and maintain all electrical fixtures, including lighting and power outlets.
- Inspect and service HVAC systems, including changing filters and cleaning ducts.
- Conduct a thorough inspection and maintenance of all fire safety equipment, including extinguishers and smoke detectors.

Restrooms

Deep Cleaning Tasks:

- Deep clean and sanitize all restroom fixtures, including sinks, toilets, and urinals.
- Thoroughly clean and disinfect all restroom walls and floors.
- Clean and sanitize all restroom mirrors and light fixtures.

Maintenance Tasks:

- Inspect and maintain all plumbing fixtures, including faucets, drains, and pipes.
- Replace any worn or damaged restroom fixtures, including soap dispensers and hand dryers.
- Service and maintain all restroom ventilation systems.

General Maintenance

Deep Cleaning Tasks:

- Thoroughly clean and organize all storage and utility areas.
- Deep clean and sanitize all employee break rooms and locker rooms.

Maintenance Tasks:

- Conduct a thorough inspection and maintenance of the building's exterior, including the roof, walls, and foundation.
- Schedule and perform pest control services.
- Inspect and maintain all security systems, including cameras and alarms.
- Check and maintain all safety equipment, including first aid kits and emergency exit signs.



413- YEARLY MAINTENANCE SCHEDULE AND CHECKLIST

Kitchen Area

Deep Cleaning Tasks:

- Conduct a comprehensive deep cleaning of the entire kitchen, including all equipment, surfaces, and storage areas.
- Steam clean and sanitize all kitchen floors and walls.

Maintenance Tasks:

- Conduct a thorough inspection and overhaul of all major kitchen equipment, including deep cleaning and servicing.
- Inspect and service the entire HVAC system, including duct cleaning and filter replacement.
- Test and calibrate all kitchen thermometers and temperature controls.
- Conduct a thorough inspection and maintenance of all gas and electrical systems.

Dining Area

Deep Cleaning Tasks:

- Conduct a deep cleaning of the entire dining area, including all furniture, flooring, and decorative elements.
- Steam clean all upholstery and drapery.

Maintenance Tasks:

- Inspect and refurbish or replace any worn or damaged furniture and fixtures.
- Conduct a comprehensive inspection and maintenance of all electrical and plumbing systems.
- Perform a thorough inspection and maintenance of all safety and fire protection systems.

Restrooms

Deep Cleaning Tasks:

- Conduct a deep cleaning and sanitization of all restroom areas, including fixtures, floors, and walls.



Maintenance Tasks:

- Perform a comprehensive inspection and maintenance of all restroom plumbing and fixtures.
- Inspect and maintain all restroom ventilation and electrical systems.

General Maintenance

Deep Cleaning Tasks:

- Conduct a deep cleaning and organization of all storage and utility areas.
- Deep clean all exterior areas, including windows, doors, and walkways.

Maintenance Tasks:

- Conduct a comprehensive inspection and maintenance of the building's structural integrity, including the roof, foundation, and exterior walls.
- Schedule and perform a thorough pest control inspection and treatment.
- Conduct a full review and maintenance of all security and safety systems, including updating any outdated equipment.



501 – Expense Tracking and Reporting

- **Implement daily logging of all operational expenses**, including cost of goods sold, labor, utilities, and miscellaneous expenses. Utilize accounting software to streamline this process.
- **Generate weekly and monthly financial reports to provide a clear view** of the facility financial health. These reports should include profit and loss statements, cash flow statements, and expense reports.
- Use the data from reports to identify trends, manage costs, and adjust budget allocations or operational practices as needed to enhance profitability.
- Schedule quarterly and annual audits to ensure accuracy in financial reporting and compliance with accounting standards.

502 – Pricing and Profitability Management

- **Market Analysis**: Conduct periodic market research to understand competitive pricing and customer expectations. Adjust pricing strategies accordingly to remain competitive while ensuring profitability.
- **Discounts and Promotions**: Strategically use discounts and promotions to increase customer traffic and sales volumes, especially during off-peak hours, while monitoring the impact on overall profitability.

503 – Budgeting and Financial Planning

- Develop an annual budget **that includes projected revenue and expenses** based on historical data and future forecasts. The budget should account for seasonal variations in business activity.
- Plan for future **capital expenditures such as equipment purchases** or renovations. Include a timeline and budget for each project and sources of financing.
- Allocate **a portion of the budget for unexpected expenses** or emergencies to ensure financial stability.
- **Regularly compare actual financial performance against the budget**. Investigate variances and adjust operational or financial strategies as necessary.

504 – Vendor and Supplier Payments

- **Timely Payments**: Establish protocols for timely processing of invoices and payments to vendors and suppliers to maintain good business relationships and ensure a steady supply of products.
- **Discount Utilization**: Take advantage of early payment discounts if offered by suppliers. Conversely, manage cash flow by using the full payment term allowed when necessary.
- **Record Keeping**: Maintain detailed records of all transactions, including invoices, payments, and contract terms, for financial transparency and to resolve any discrepancies.



- **Supplier Review:** Periodically review supplier performance and costs. Negotiate contracts to improve terms and reduce costs or switch to alternative suppliers if better pricing and service levels are available.

Additional Considerations

- **Financial Software Utilization:** integrate Square (e.g., inventory, POS) for real-time financial monitoring and decision-making.
- **Staff Training:** Train management and relevant staff on financial principles, expense tracking, and budget adherence to foster a financially aware culture within the facility.



601 – General Safety Guidelines

- **Training and Education:** Conduct regular safety training sessions for all staff. Training should cover general workplace safety, emergency response, handling of hazardous materials, and proper use of safety equipment.
- **Safety Audits:** Perform quarterly safety audits to identify potential hazards in the workplace. Use the findings to implement corrective actions and prevent future incidents.
- **Equipment Safety:** Ensure that all equipment is maintained according to the manufacturer's guidelines. Staff should be trained on the proper use of each piece of equipment, with clear instructions available near each machine.
- Design the workspace to prevent injuries and accidents. This includes proper storage of supplies, adequate spacing between furniture, and safe traffic patterns in the kitchen and dining areas.
- **Emergency Equipment:** Maintain well-marked and easily accessible emergency equipment, including fire extinguishers, first-aid kits, and emergency exit signs. Regularly check and restock these items to ensure they are ready for use.

602 – Incident Reporting and Response

1. Incident Reporting System

Digital Incident Reporting Form: WWW.HZIP.ORG

- Utilize a web-based incident management system like SafetyCulture (iAuditor), which allows for the creation of customizable digital forms that can be accessed via smartphones, tablets, or computers.
- **Implementation:**
 - Set up digital forms specific to different types of incidents (safety, security, customer complaints, etc.). Ensure these forms are simple and guide the user through submitting all necessary details.
 - Provide training for all staff on how to access and use the digital form. Install the application on company devices or ensure the form can be accessed securely from personal devices.
 - Establish notifications so that when a form is submitted, it immediately alerts the facility manager or the designated safety officer.

2. Dedicated Phone Line [808-818-3888](tel:808-818-3888)

- **System Choice:** A dedicated phone line that is managed by internal security or a designated staff member during business hours. For non-business hours, it can be directed to a voicemail system that is checked first thing each morning.
- **Implementation:**
 - Publicize the phone number throughout the premises, including back-of-house areas, and include it in the employee handbook.



- Ensure that the phone line has recording capabilities, with clear consent messages, to keep a record of all calls for later review and action.

3. Physical Incident Report Box

- **System Choice:** Install a secure, lockable box in a private but accessible area within the staff spaces of the facility.
- **Implementation:**
 - Provide incident report forms next to the box, ensuring there is ample space for employees to describe the incident in detail.
 - Regularly (at least once per shift) check the box for new reports, ensuring confidentiality and a prompt response to any issues raised.
 - Train staff on the importance of using the box for reporting sensitive or anonymous concerns.

Anonymity Option: OFFICE@HZIP.ORG

- **Implementation:** For the digital form and physical report box, include an option to submit the report anonymously. Make clear in training and on the form itself that details can be left out if desired for anonymity, but more information may aid in resolving the incident more effectively.

Immediate Response Protocol

- A standard operating procedure (SOP) for responding to incidents, which outlines the steps to be taken as soon as an incident is reported, depending on its nature. This includes securing the scene, providing first aid, contacting emergency services, and notifying upper management.
- **Training:** All staff should be trained on this protocol during their initial training and through regular refresher courses. Use role-playing and scenario-based training to ensure staff are comfortable and prepared.
- **Review:** Regularly review the response times and effectiveness of responses to incidents. Adjust training and protocols based on feedback and the outcomes of incident management.

2. Investigation Procedures

- **Initial Assessment:** Once an incident is reported, conduct an initial assessment to determine the severity and impact of the incident. This assessment will guide the subsequent steps and the depth of the investigation required.
- **Investigation Team:** Appoint a dedicated team or individual responsible for conducting investigations. This team should include members with knowledge of operations and safety protocols, and if necessary, legal or external advisors.



- **Root Cause Analysis:** Utilize root cause analysis techniques to investigate incidents. This involves identifying not just the immediate causes but also underlying issues that may have contributed to the incident. Techniques might include the "Five Whys" method or cause-and-effect diagrams.
- **Timeliness:** Ensure investigations are carried out promptly to gather accurate information and to signal the importance of safety and security within the organization.

3. Documentation

- **Detailed Records:** Maintain meticulous records of all incidents, including but not limited to:
 - Description of the incident
 - Date and time
 - Location within the establishment
 - Names and accounts of witnesses and involved parties
 - Steps taken immediately following the incident
 - Any temporary measures implemented pending investigation
- **Secure Storage:** Store all records securely in compliance with data protection regulations. Digital records should be backed up regularly, and access should be restricted to authorized personnel only.
- **Retention Policy:** Implement a clear policy on the duration for which incident records will be retained, based on legal requirements and operational needs.

4. Review and Feedback

- **Regular Reviews:** Schedule regular reviews of incidents and the effectiveness of the response procedures. This could be monthly, quarterly, or bi-annually depending on the frequency and severity of incidents.
- **Feedback Mechanism:** Develop a mechanism for gathering feedback from employees and other stakeholders on the incident management process. This could be through surveys, suggestion boxes, or regular safety meetings.
- **Continuous Improvement:** Use the insights gained from reviews and feedback to continuously improve the incident reporting and management system. Update training programs, refine reporting tools, and adjust safety protocols as needed.

5. Training and Awareness

- **Regular Training:** Conduct regular training sessions for all staff on how to report incidents and the importance of doing so. Include practical scenarios and role-playing exercises to ensure staff are comfortable with the process.
- **Awareness Campaigns:** Run ongoing awareness campaigns to keep safety at the forefront of employees' minds. Use posters, newsletters, and team meetings to reinforce the importance of reporting and addressing safety concerns.



603 – Security Measures and Access Control

- **Staff Identification:** Require staff to wear visible identification badges while on the premises to help maintain a secure environment.
- **Data Security:** Protect financial data, employee records, and customer information with appropriate cybersecurity measures. Train staff on the importance of data security and safe internet practices.
- **Collaboration with Local Law Enforcement:** Develop relationships with local law enforcement and security professionals to enhance security measures and response times in case of emergencies.

Additional Measures

- **Regular Security Training:** Provide security training for staff, focusing on prevention, awareness, and proper response to security threats.
- **Emergency Contact List:** Maintain an updated emergency contact list accessible to all staff, including numbers for local emergency services, management, and security system providers.

Section 700 – On-Boarding

701 – Regulations and Compliance



Welcome to Saint Johns Golf Club Café

Our Culture

At Hzip LLC we believe in creating a welcoming atmosphere not just for our customers but for every member of our team. We strive to foster an environment that encourages creativity, respect, and teamwork. We believe that the best results are achieved when everyone works together harmoniously and with a shared sense of purpose.

Our Mission

Our mission is to provide exceptional food and outstanding service in a friendly and inviting atmosphere. We are committed to using high-quality ingredients and to being a valued member of our community. We aim to not only be a place where people can enjoy a great meal but also a local hub that contributes positively to our country.

Our Core Values

We are dedicated to the highest standards of quality in both our products and our service. And continually strive for excellence in everything we do. We operate in a culture of integrity and respect for our customers, our colleagues, and our community. Every interaction should reflect our respect for each other and the contributions everyone makes to our facility. We encourage creativity and innovation in our daily operations. We are always looking for better ways to serve our customers and improve our processes. We believe in giving back to our community and operating in a sustainable manner that respects the environment.

A Note From Management

Welcome to the team! We are thrilled to have you with us and are excited about the contributions you will make. As part of our facility, you are now a crucial member of our family, and we look forward to seeing you grow and succeed with us. Your role here is important, and your actions will directly contribute to the shared success of our establishment.

We are here to support you every step of the way. Please feel free to share your thoughts, ideas, and feedback, as we believe every voice matters and contributes to our collective success. Let's make every day at Saint Johns Golf Club Café an outstanding holiday that our customers will remember!

2. Employment Policies

Equal Employment Opportunity Statement



At Saint Johns Golf Club Café we are committed to creating a diverse and inclusive environment. We provide equal employment opportunities to all employees and applicants without regard to race, color, religion, sex, national origin, age, disability, or genetics. This commitment extends to all aspects of our employment practices, including recruiting, hiring, training, promotion, compensation, benefits, and termination. We strive to create a workplace that reflects the diversity of the community we serve and where everyone feels empowered to bring their full, authentic selves to work.

Employee Classification

- **Full-Time Employees:** Defined as employees who are scheduled to work an average of 40 hours per week. Full-time employees are eligible for all company-provided benefits, subject to any qualifications under the specific benefit programs.
- **Part-Time Employees:** Defined as employees who are scheduled to work less than 40 hours per week. Part-time employees are eligible for some company-provided benefits, which will be specified in the benefits documentation.
- **Temporary Employees:** Employees hired for a specific short-term project or a fixed period, not exceeding 12 months. Temporary employees are not typically eligible for company-provided benefits except where required by law.
- **Probationary Period:** New employees typically undergo a probationary period of 90 days from the date of hire. During this time, employees are assessed to ensure they meet the job requirements and fit into the company culture. Continued employment beyond this period is contingent upon satisfactory performance.

At-Will Employment: Employment at Saint Johns Golf Club Café is at will. This means that both the employee and the employer have the right to terminate the employment relationship at any time, with or without cause, and with or without notice. This at-will employment relationship will remain in effect throughout an employee's tenure with Saint Johns Golf Club Café and may only be altered by a written agreement signed by both the employee and the CEO/President of the company. Nothing in this handbook or in any document or statement shall limit the right to terminate employment at will. No supervisor or representative of Saint Johns Golf Club Café is authorized to make any assurances to the contrary.

3. Code of Conduct

Ethical Standards

At Saint Johns Golf Club Café, we expect all employees to conduct themselves with the highest levels of integrity, honesty, and ethical behavior. This commitment extends to all interactions with coworkers, customers, suppliers, and the public. We require:

- **Honest Communication:** Be truthful in all dealings and avoid misleading or deceptive practices.



- **Respect for Company Property:** Use company resources responsibly and only for legitimate business purposes.
- **Confidentiality:** Safeguard confidential information and not disclose it without proper authorization.
- **Compliance with Laws:** Adhere to all applicable laws and regulations governing our operations.

Attendance and Punctuality

Reliable attendance is crucial to our operations and the level of service we provide:

- **Scheduled Work Hours:** Employees are expected to be ready to work at the start of their scheduled shift.
- **Lateness:** If you anticipate being late, notify your supervisor as soon as possible. Repeated tardiness may result in disciplinary action.
- **No-Shows:** Failing to show up for a scheduled shift without notice is considered a serious violation of our policies. **Such a violation of our policy can lead to dismissal of the employee.**
- **Reporting Absences:** Report absences in accordance with our absence reporting procedure, preferably at least 24 hours in advance, except in cases of sudden illness or emergency.

Dress Code

To maintain a professional and safe work environment, we have established the following dress code guidelines:

- **Uniforms:** **Employees must wear the provided uniforms during work hours** and ensure they are clean and neat.
- **Personal Appearance:** Maintain a clean, **professional appearance at all times**. Visible tattoos should be non-offensive, and piercings should be conservative and in compliance with safety standards.
- **Safety Gear:** Where required, **safety gear must be worn according** to the guidelines provided during training.

Harassment and Discrimination Policy

Saint Johns Golf Club Café **maintains a zero-tolerance policy** for harassment or discrimination based on race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity or any other status protected by law.

- **Procedures for Reporting:** Employees who feel harassed or discriminated against should report the incident immediately to their supervisor or the Human Resources department.
- **Investigation Process:** All reports of harassment or discrimination will be investigated promptly and thoroughly. Confidentiality will be maintained to the extent possible.



- **Disciplinary Measures:** Employees found to have violated our harassment and discrimination policies will face disciplinary action, up to and including termination of employment.

4. Operational Policies

Health and Safety Compliance

At Saint Johns Golf Club Café we prioritize the health and safety of our employees and customers above all else. Our comprehensive health and safety policies are designed to ensure a safe working and dining environment.

- **All employees involved in food preparation must hold a current food handler's certificate** and follow all food safety practices, including proper storage, temperature controls, and cross-contamination prevention measures.
- **Maintain cleanliness standards in all areas of the facility**, following a daily cleaning schedule. Use only approved cleaning agents and ensure proper dilution and storage of cleaning supplies.
- **Adhere to all guidelines related to safe use of equipment** and ergonomics to prevent workplace injuries. Report any faulty equipment or hazards to management immediately.

Emergency Procedures

Preparedness is key to effectively managing emergencies. Our procedures are designed to protect everyone in the facility and minimize disruptions.

- **Fire:** In the event of a fire, follow the RACE protocol—Rescue, Alarm, Confine, and Extinguish/Evacuate. Use fire extinguishers only if trained and it is safe to do so, otherwise evacuate immediately via marked exits.
- **Medical Emergency:** For any medical emergencies, call emergency services immediately. Administer first aid only if trained and certified. Keep clear records of the incident as part of our incident reporting procedures.
- **Natural Disasters:** Follow specific protocols for natural disasters like earthquakes or severe weather, which include evacuation plans and designated safety zones within the facility

Security Protocols

Security is essential to protect our staff, customers, and assets. We implement rigorous security measures to prevent theft and ensure personal safety.

- **Cash Handling:** **All cash must be handled according to strict procedures to prevent theft.** Use designated secure routes when transporting cash within the facility and ensure that cash registers are never left unattended.
- **Property Security:** **Maintain secure locking systems for all entrances and exits.** Use surveillance cameras as deterrence and for recording in the event of theft or other security incidents.



- **Personal Safety:** Encourage staff to be aware of their surroundings and **report any suspicious activity immediately**. Provide training on how to handle potentially aggressive or violent situations.

5. Compensation and Benefits

Wages and Salaries

- **All Employees** are paid bi-weekly on Fridays. Each payment covers all hours worked during the previous two-week period.
- All employees are required to clock in and out using the electronic timekeeping system. This record is used to calculate pay and ensure accuracy in compliance with labor laws.
- Overtime must be pre-approved by management and is paid at one and a half times the regular rate for hours worked over 40 in a workweek, in accordance with federal and state labor laws.

Benefits

- **Paid Time Off (PTO):** Employees accrue PTO at a rate of **1 hours per pay period**, which can be used for vacation, personal time, or illness. Accrual begins on the first day of employment and can be used after 90 days of employment.
- **Parental Leave:** We offer up to **4 weeks of paid parental leave** for the primary caregiver following the birth or adoption of a child. Secondary caregivers are eligible for **up to 2 weeks of paid leave**.
- **Other Benefits:** Additional benefits include employee discounts and ongoing professional development opportunities.

Performance Reviews

- **Evaluation Process:** Performance reviews are conducted annually to assess each employee's work performance, adherence to HZIP LLC standards, and achievement of personal and professional goals set during the previous review.
- **Timing:** Reviews are typically scheduled in January for all employees, regardless of their start date. Interim reviews may also occur as needed, particularly for new employees or those in new roles.
- **Outcome:** Reviews can result in salary adjustments, promotions, and developmental feedback to help employees grow in their roles and achieve their career objectives.

6. Workplace Policies

Internet and Email Use

- The internet and email facilities provided by Saint Johns Golf Club Café are intended for business use to improve efficiency and communication. Limited personal use is permissible but should not interfere with work duties.
- Employees are expected to use the Internet and email systems responsibly. **Forbidden activities include visiting inappropriate websites, downloading unauthorized software, and engaging in activities that could harm the facility network or reputation.**



- **Security:** Do not share passwords and be vigilant about opening attachments or links from unknown sources to prevent viruses and other malware.
- **Monitoring:** Be aware that Saint Johns Golf Club Café reserves the right to monitor all internet and email traffic on its systems to ensure compliance with this policy.

Substance Abuse Policy

- Saint Johns Golf Club Café maintains a strict zero-tolerance policy regarding the use, possession, sale, or influence of illegal drugs and alcohol within the workplace. This policy is in place to ensure the safety and security of all employees and customers.
- Violation of this policy will result in disciplinary action, up to and including immediate termination of employment, and may have legal consequences.
- Employees struggling with substance abuse are encouraged to seek help voluntarily. Saint Johns Golf Club Café will provide support for recovery, including referral to appropriate treatment and counseling resources.

Smoking Policy

- **No Smoking:** Smoking (including the use of e-cigarettes and vape pens) is strictly prohibited within all indoor and outdoor areas of the facility property. This policy extends to any area within view of customers or entrances to ensure a clean and inviting environment.
- Employees found violating the smoking policy will face disciplinary action, which may include warnings, fines, or termination, depending on the severity and frequency of the offenses.
- **Support for Quitting:** Saint Johns Golf Club Café supports employees who wish to quit smoking by providing access to cessation programs and resources. Information on these programs can be obtained from the Human Resources department.

7. Leave Policies

Vacation Leave

- **Eligibility:** All full-time employees are eligible for vacation leave. Part-time employees are eligible on a pro-rated basis based on the number of hours worked.
- **Accrual:** Unpaid Vacation leave accrues monthly at a rate determined by the length of service. For the first two years, employees accrued .85 days per month (10 days per year). After two years, this increases to 1.25 days per month (15 days per year).
- **Usage:** Vacation leave can be used after six months of continuous employment. Employees are required to submit vacation requests at least two weeks in advance. Approval is subject to staffing needs and is granted on a first-come, first-served basis.
- **Carryover:** Up to 5 days of unused vacation leave may be carried over into the next calendar year. Unused leave beyond this limit will be forfeited.



Sick Leave

- **Eligibility:** All employees, regardless of their employment status, accrue sick leave at the rate of one day per month, starting from the first day of employment.
- **Usage:** Sick leave can be used for illness, injury, or medical appointments. Employees are encouraged to notify their supervisor as soon as possible, preferably before the start of their workday.
- **Documentation:** For absences of three consecutive days or more, a doctor's note may be required to verify the need for sick leave.
- **Carryover:** Unused sick leave can be carried over from year to year with no maximum limit.

Family and Medical Leave

- **Eligibility:** In compliance with the Family and Medical Leave Act (FMLA) or similar local regulations, employees are eligible for up to 12 weeks of unpaid leave within 12 months after having worked for Saint Johns Golf Club Café for at least 12 months and for 1,250 hours over the past 12 months.
- **Usage:** Leave may be used for the birth and care of a newborn, placement of a child for adoption or foster care, to care for an immediate family member with a serious health condition, or for the employee's own serious health condition.
- **Notification Requirements:** Employees must provide 30 days advance notice when the leave is foreseeable, or as much notice as possible when not foreseeable.
- **Job Protection:** Employees will be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

8. Employee Development

Training and Development

Saint Johns Golf Club Café is committed to fostering a culture of continuous learning and professional growth. We provide various opportunities for employees to enhance their skills and knowledge, crucial for career advancement and personal development.

- **Types of Training:**
 - **Onboarding Training:** Comprehensive introduction to facility operations, customer service, and health and safety protocols for all new hires.
 - **Ongoing Training:** Regularly scheduled sessions covering advanced customer service skills, new menu items, updates in facility operations, and refreshers on compliance and safety.
 - **Specialized Training:** For employees moving into new roles or taking on new responsibilities, specialized training is tailored to those needs.
- **External Courses and Workshops:** Support for attending external courses, workshops, and seminars that can enhance job performance and career progression. Eligibility for funding or partial funding for such activities is based on job relevance and budget availability.



- **Feedback and Assessment:** Post-training feedback is collected to assess the effectiveness of training programs and adapt future training to better meet employee needs and organizational goals.

Promotions and Transfers

- **Criteria for Promotion:**
 - **Performance:** Consistently meets or exceeds job performance standards.
 - **Experience:** Adequate experience in the current role or in tasks relevant to the new position.
 - **Skill Competency:** Demonstrates the skills and knowledge required for the higher-level position.
 - **Leadership and Initiative:** Shows leadership qualities and the ability to take initiative, which are essential for higher-level positions.
- **Process for Promotion:**
 - **Application:** Employees interested in promotion must apply when positions are posted internally. The application must include an updated resume and a cover letter outlining the qualifications and reasons for seeking the promotion.
 - **Review:** Applications are reviewed by a panel, typically consisting of the facility manager, HR representative, and a relevant department head.
 - **Interviews:** Selected candidates will be interviewed to further assess their suitability for the position.
 - **Decision:** Decisions on promotions are made based on merit, qualifications, and business needs.
- **Transfer Procedures:**
 - **Voluntary Transfers:** Employees seeking a transfer must submit a request to HR detailing the reasons for the transfer and the desired position or location.
 - **Involuntary Transfers:** Occasionally, business needs may necessitate reassigning employees to different roles or locations. Such decisions are communicated clearly, and support is provided to ease the transition.
 - **Consideration:** All transfer requests are considered based on operational needs, employee performance, and career development goals.

9. Disciplinary Procedures

Standards of Discipline

- **Purpose:** To maintain a professional and safe working Saint Johns Golf Club Café has established clear behavioral standards. Violations of these standards may result in disciplinary action, up to and including termination.
- **Prohibited Behaviors:** The following are examples of behavior that can lead to disciplinary action:
 - **Non-compliance with facility policies or procedures.**
 - **Unethical conduct**, including theft, fraud, or deliberate falsification of records.
 - **Insubordination** or refusal to follow legitimate management instructions.



- **Harassment or discrimination** of any kind.
- **Safety violations** that put oneself or others at risk.
- **Poor performance** does not improve even after feedback and additional training.
- **Excessive absenteeism or tardiness** without valid reasons.
- **Progressive Discipline** Saint Johns Golf Club Café generally adheres to a system of progressive discipline. This may start with a verbal warning for minor infractions, escalating to written warnings, suspension, and ultimately, termination for more serious or repeated violations. Each step in the disciplinary process is documented.

Grievance Procedures

- **Purpose:** Saint Johns Golf Club Café is committed to providing a fair and respectful working environment. Employees are encouraged to bring forward any grievances related to workplace issues, including disputes with colleagues, dissatisfaction with management decisions, or concerns about workplace safety.
- **Filing a Grievance:**
 - **Step 1:** The employee should first attempt to resolve the issue informally by discussing it with their immediate supervisor.
 - **Step 2:** If the issue cannot be resolved informally or if it involves the supervisor, the employee should submit a formal grievance in writing to the Human Resources department. The grievance should clearly describe the issue, the parties involved, any steps already taken to resolve it, and the desired outcome.
 - **Step 3:** HR will review the grievance, conduct any necessary investigations, and may involve other relevant managers or external advisors if required.
 - **Step 4:** A meeting will be arranged with the employee to discuss the grievance and proposed resolutions.
 - **Step 5:** A decision or resolution will be provided in writing to the employee within a specified timeframe, generally no more than 30 days from the initial submission of the grievance.
- **Appeal:** If the employee is not satisfied with the resolution, they may appeal the decision. Details on how to appeal and the timeline for doing so should be provided along with the grievance resolution.

10. Termination and Resignation

Resignation (Voluntary Termination)

- Employees are requested to provide **at least two weeks' notice in writing** when resigning from their position, to allow sufficient time for the facility to manage the transition and prepare to fill the vacancy.
- **Procedure:** The resignation letter should be submitted to the employee's direct supervisor and should include the intended last day of work and a brief reason for leaving, if the employee chooses to provide it.



- **Final Paycheck:** All earned wages and accrued benefits, where applicable, will be paid on the next regular payday following the employee's last day of work, unless state law requires earlier payment.

Termination (Involuntary Termination)

- **Conditions:** Employment at Saint Johns Golf Club Café is at-will and may be terminated by either the employer or employee at any time, for any legal reason, or for no reason at all. However, involuntary termination of employment may occur under various circumstances including, but not limited to, poor performance, misconduct, restructuring, or failure to comply with company policies.
- **Procedure:** Termination decisions will be communicated in a meeting with the employee, the employee's supervisor, and a Human Resources representative. The employee will be informed of the reasons for termination and the effective date.
- **Final Paycheck:** The employee will receive their final paycheck including any accrued benefits on their last day of work, or as required by state law.

Exit Interviews

- **Purpose:** Exit interviews are conducted to gain insights into the work environment and employee experiences to improve organizational practices and employee satisfaction. They are typically voluntary.
- **Procedure:**

Scheduling: Exit interviews should be scheduled on one of the employee's last days or shortly after the employee's departure.

- **Conduct:** The interview is usually conducted by a Human Resources representative and may cover topics such as the reason for leaving, experiences with the establishment, and suggestions for improvement.

Confidentiality: Information gathered during exit interviews is treated confidentially, and used only to improve workplace conditions and practices.

11. Acknowledgment Page

I, _____, hereby acknowledge that I have received and read the Saint Johns Golf Club Café Employee Handbook. I understand the policies, procedures, and expectations set forth in this handbook. I have had the opportunity to ask any questions I have about the handbook, and all my questions have been answered to my satisfaction.

I understand that this handbook is intended to provide general guidelines and may not cover every possible situation that might arise in the workplace. I agree to abide by the policies outlined in this handbook and understand that these policies do not constitute a contract of employment, nor do they guarantee employment for any specific duration.



I acknowledge that it is my responsibility to adhere to the policies and procedures described in this handbook, and that failure to do so could lead to disciplinary action, up to and including termination of employment. I also understand that the policies outlined in this handbook may be amended or revoked Saint Johns Golf Club Café at any time, at the company's sole discretion.

I understand that this handbook supersedes any prior versions and that I should refer to this handbook for the most current information regarding Saint Johns Golf Club Café policies.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

This handbook should be provided to every new employee as part of their onboarding process and be readily available for reference at any time. Regular updates should be made to the handbook to reflect changes in law, regulations, or company policies.

702 – Required Equipment and Supplies

Personal Equipment

- **Provided by Employer:**
 - **Uniforms:** Saint Johns Golf Club Café provides all employees with uniforms that must be worn during shifts. The uniform kit includes shirts, aprons, and caps. Employees are responsible for keeping their uniforms clean and presentable.
 - **Safety Gear:** For employees working in the kitchen Saint Johns Golf Club Café provides all necessary safety gear, including gloves, non-slip shoes, and eye protection, as required for specific tasks.
- **Employee Responsibilities:**
 - **Footwear:** All employees are required to provide their own footwear. Footwear must be closed-toe, non-slip, and suitable for a food service environment.
 - **Personal Hygiene Items:** Employees must provide their own personal hygiene items such as hair ties for long hair and, if applicable, beard nets.



Work Tools

- **Kitchen Equipment:** Employees working in the kitchen will receive training on how to operate all kitchen equipment such as ovens, blenders, and mixers. Regular maintenance checks are scheduled to ensure all equipment is safe and functional.
- **Point-of-Sale (POS) Systems:** Front-of-house staff will be trained on how to use the POS system for taking orders, processing payments, and managing customer queries.
- **Cleaning Apparatus:** All employees are trained on the correct use of cleaning tools and chemicals. Material Safety Data Sheets (MSDS) for all chemicals used in the facility are available in both the kitchen and the staff break room.

Resource Accessibility

- **Accessibility of Tools and Equipment:**
 - All tools and equipment are stored in designated areas that are clearly labeled and easily accessible to staff members who require them for their work.
 - Inventory checks are performed regularly to ensure that sufficient tools and supplies are available without interruption.
- **Training and Manuals:**
 - Comprehensive training sessions are conducted for all new employees to familiarize them with the tools and equipment they will be using.
 - Manuals for equipment and emergency procedures are kept in an easily accessible location and are available digitally through the employee intranet.
- **Safety and Usage:**
 - Regular training updates and refresher courses are provided to ensure that all employees are aware of any changes in operation procedures or new safety guidelines.
 - Supervisors conduct periodic reviews with team members to ensure they feel confident using the equipment and to assess if further training is needed.

703 – Transition Plan Implementation for Saint Johns Golf Club Café

Timeline and Milestones

Phase 1 Setup, Planning, and Licensing

- **Step 1:** Finalize lease agreements and secure the concession space.
- **Step 2:** Apply for necessary business licenses, health department permits, and any other regulatory approvals required to operate a food service establishment in Saint John's County. Begin the process of securing liability insurance.
- **Step 3:** Confirm financing and budget allocations for setup costs, initial inventory, and staffing. Order necessary equipment and initial inventory of supplies.



Milestone: All legal, financial, and regulatory frameworks in place.

Phase 2: Design, Furnishing, and Equipment Installation

- **Step 1:** Design the layout of the concession focusing on workflow efficiency and customer comfort. Receive and install equipment (coffee machines, refrigerators, seating, etc.).
- **Step 2:** Set up POS systems and digital menus. Begin installation of safety and security systems.
- **Step 3:** Set up menu, warning signs, and decorations.

Milestone: Physical setup and technical systems complete.

Phase 3: Staffing, Training, and Pre-Operational Testing

- **Step 1:** Recruit and hire staff, including baristas, kitchen staff, and a manager.
- **Step 2:** Conduct intensive training sessions covering customer service, facility operations, emergency procedures, and menu specifics.
- **Step 3:** Run a soft opening with limited hours to stress test systems and staff.

Milestone: Staff fully trained and initial operational testing completed. (Assumption that all inspections are passed)

Phase 4: Final Preparations, Marketing, and Pre-Opening Event

- **Step 1:** Finalize marketing materials and launch a campaign targeting local public using flyers, social media, and local partnerships.
- **Step 2:** Stock all food and beverage items, finalize interior décor and signage. Conduct final health and safety inspections and confirm receipt of all necessary permits and approvals.
- **Step 3:** Host a pre-opening event for local dignitaries and media to generate buzz.

Milestone: Concession fully operational, compliant with health regulations, and ready for the public.

Phase 5 : Grand Opening

- **Official public opening of Saint Johns Golf Club Café**
- **Continual Assessment:** Monitor operations and gather customer feedback for ongoing improvements.

704 – Staffing and Management Plan



Initial Orientation

- The orientation program is designed to welcome new employees Saint Johns Golf Club Café and introduce them to our culture, mission, and values. It also aims to help new hires form initial connections within the team and understand the structure of the company.
- **Program Outline:**
 - **Day 1:** Introduction to Saint Johns Golf Club Café, including history and vision. Overview of company policies, workplace safety, and administrative procedures such as payroll and benefits.
 - **Day 2:** Tour of the facility, introductions to all team members across departments, and meeting with direct supervisors and the management team.
 - **Day 3:** Review of employee handbook, discussion of company culture, expectations, and the resources available for personal and professional growth.
- At the end of orientation, new employees should feel informed, welcomed, and ready to begin their role-specific training.

Role-Specific Onboarding

- **Detailed Walkthrough:** Each new hire receives a comprehensive overview of their specific job duties. This includes hands-on training with any tools or equipment they will use, an introduction to role-specific processes, and guidelines on how to handle common job-related scenarios.
- **Performance Metrics:** Clear communication of job performance standards and how they will be evaluated, including key performance indicators (KPIs), quality standards, and customer service expectations.
- **Timeline:** The role-specific onboarding process typically spans the first 4-6 weeks of employment, including periodic check-ins with supervisors to address any questions or challenges that arise.

Integration Support

- **Mentor/Buddy System:** Assign a mentor or buddy from within existing staff to each new employee. This person acts as a first point of contact for general queries about day-to-day duties and integration into the team.
- **Role of the Mentor/Buddy:**
 - Assist with the practical aspects of the job and provide context about the work environment.
 - Help new employees navigate the social aspects of the workplace, introducing them to colleagues and inviting them to participate in informal and formal team activities.
- **Support Duration:** The formal mentorship or buddy relationship lasts for the first three months of employment, after which the new employee should feel fully integrated into the team. Informal support continues as needed.



Staffing Strategy

- To ensure optimal staffing levels that meet the operational demands Saint Johns Golf Club Café throughout the year, adapting to changes in customer volume during peak times, special events, and seasonal fluctuations.
- **Implementation:**
 - Use historical sales data and customer traffic patterns to forecast staffing needs. Adjust schedules to accommodate anticipated increases or decreases in demand.
 - Implement a flexible staffing model that includes core permanent staff supplemented by part-time or temporary workers during peak periods.
 - Employees are trained in multiple roles to ensure they can be shifted as needed to meet changing demand, enhancing adaptability and reducing dependency on specific individuals.

Management Structure

- **Hierarchy Overview:** Clearly define the organizational structure of Saint Johns Golf Club Café, detailing each management role and its responsibilities.
 - **Top Management:** Includes the Concession Manager and Assistant Manager who are responsible for overall operations, strategic planning, and employee relations.
 - **Middle Management:** May include Shift (e.g., Kitchen Chef, Front of House Manager) who oversee the operational aspects of their respective areas during their shifts.
 - **Line-Level Staff:** Includes baristas, cooks, servers, and cleaners who report to their respective Shift Supervisors or Department Heads.
- **Reporting Protocols:**
 - Regular meetings are scheduled to ensure that information flows effectively from the top down and vice versa.
 - Employees are encouraged to communicate any immediate concerns to their direct supervisor who will address the issue or escalate it as necessary.
- All employees should follow the established chain of command for reporting issues, suggestions, or feedback. This ensures that the proper channels are used to address concerns efficiently and effectively.

Succession Planning

- To identify and develop potential leaders within the existing workforce to fill key positions as they become available, ensuring continuity and the ability to dynamically respond to market changes.
- **Process:**
 - **Talent Identification:** Regularly assess the skills, performance, and potential of employees to identify potential leaders.
 - **Development Programs:** Provide targeted training and development opportunities to high-potential employees to prepare them for advancement. This may include leadership training, mentorship programs, and involvement in strategic projects.



- **Career Pathways:** Clearly outline potential career paths within the organization and share them with employees to foster transparency and motivate professional growth.
- **Performance and Potential Reviews:** Conduct regular reviews to discuss career aspirations with employees and align their goals with organizational needs.

705 – Training and Development

Initial Training

To ensure that all new employees possess the necessary skills and knowledge to perform their roles effectively and safely.

- **Components:**
 - **Customer Service Training:** Focuses on communication skills, handling customer inquiries, managing complaints, and enhancing customer satisfaction.
 - **Food Preparation:** For kitchen staff, training includes food safety, proper handling and storage of ingredients, and specific cooking techniques relevant to the Saint Johns Golf Club Café menu.
 - **Safety Protocols:** Instruction on workplace safety, including the use of kitchen equipment, handling of cleaning chemicals, and adherence to health and safety regulations.
 - **Emergency Procedures:** Comprehensive guidance on how to respond to various emergency situations, including fire, medical emergencies, and natural disasters.

Ongoing Education

- **Purpose:** To maintain a high standard of service and adapt to changing industry trends by providing continuous learning opportunities.
- **Methods:**
 - **Workshops and Seminars:** Regularly scheduled sessions focusing on advanced topics in customer service, new culinary techniques, or updates in facility management.
 - **Online Courses:** Access to online learning platforms for employees to enhance their skills at their own pace. Courses can range from food safety certifications to management skills.
 - **Cross-Training:** Employees are trained in multiple areas of facility operations, enhancing versatility and providing a broader understanding of the business.

Performance Evaluation

- **Conduct performance reviews annually**, with interim reviews as needed. These reviews are a dialogue between the employee and their supervisor to discuss performance, address any concerns, and set goals for future development.



- Feedback is constructive, aimed at recognizing achievements and identifying areas for improvement. Emphasis is placed on providing actionable advice and support to help employees meet their objectives.
- Together, the employee and supervisor set realistic and challenging goals for the coming period, aligning with both the Hzip LLC needs and the employee's career aspirations.

Skill Enhancement

- **Support for Advancement:**
 - **Conference Attendance:** Encourages and supports attendance at relevant industry conferences, allowing employees to network with peers, gain insights into industry trends, and bring fresh ideas back to the facility.
 - **Certification Programs:** Supports obtaining professional certifications in areas such as food service management, barista skills, or culinary arts.

800– Quality Assurance

801 Risk Identification

Identifying risks is crucial in creating a safe and sustainable operating environment. We categorize risks into several types, including operational, financial, legal, and reputational. These include risks associated with day-to-day operations, such as equipment failures, safety hazards, and supply chain disruptions that could affect the Saint Johns Golf Club Café ability to operate. Financial Risks could impact the financial health of the concession, such as cash flow shortages, unexpected cost increases, and theft. These encompass any legal challenges the concession might face, including non-compliance with health codes, employment laws, and lease agreements. These are risks that could damage the public perception of the facility, such as poor customer service, food safety issues, or negative press.

Mitigation Strategies

Once risks are identified, effective strategies are crucial to minimize their impact or prevent them entirely:



- **Operational Risk Mitigation:**
 - **Regular Equipment Maintenance:** Schedule and conduct regular maintenance to prevent equipment failures. Keep a log of maintenance activities.
 - **Safety Training:** Regularly train staff on safety practices and emergency procedures to reduce the likelihood of accidents.
 - **Supply Chain Diversification:** Avoid dependency on single suppliers by establishing relationships with multiple vendors.
- **Financial Risk Mitigation:**
 - **Cash Flow Management:** Monitor cash flow regularly and maintain a reserve fund to handle unexpected expenses.
 - **Theft Prevention:** Implement stringent security measures, including surveillance cameras and secure cash handling procedures.
 - **Insurance Coverage:** Maintain adequate insurance coverage for property, liability, and business interruption.
- **Legal Risk Mitigation:**
 - **Compliance Audits:** Regularly review operations to ensure compliance with all applicable laws and regulations. Employ the services of legal experts when necessary.
 - **Employee Training:** Conduct training on legal obligations, such as employment laws and health code compliance, to prevent inadvertent violations.
- **Reputational Risk Mitigation:**
 - **Customer Service Training:** Provide ongoing training for staff on customer service best practices to ensure positive customer interactions.
 - **Quality Control:** Implement rigorous quality control measures to ensure that food and beverages are of the highest standard.
 - **Crisis Management Plan:** Develop a crisis management plan to respond quickly to any reputational threats, including clear communication strategies

802 – Quality Control Procedures

- To ensure that all products and services delivered by Saint Johns Golf Club Café meet established standards of quality consistently.
- **Implementation:**
 1. Utilize only reputable suppliers who meet our quality standards for freshness and safety.
 2. Follow standardized recipes and presentation guidelines to ensure that each menu item is consistent in quality and appearance.
 3. Conduct daily reviews of food and beverage quality through random sampling by management or designated staff.
 4. Ensure that cooking and service equipment is regularly maintained and calibrated to operate at optimal levels, preventing any compromise in food quality.



803 – Health and Sanitation Audits

- To maintain the highest levels of cleanliness and sanitation as per health department regulations and internal standards.
- **Schedule:**
 - Conduct monthly internal audits to assess the cleanliness and sanitation of all areas of the facility, including the kitchen, dining area, restrooms, and storage areas.
 - Prepare for and comply with all local health department inspections, which may occur randomly or be scheduled.
- **Action Plans:** Develop and implement corrective action plans for any issues identified during audits. Documentation of these plans and their execution is maintained for reference and compliance purposes.

804 – Customer Satisfaction Surveys

- To gauge customer satisfaction and gather feedback on various aspects of the Saint Johns Golf Club Café experience, including food quality, service, ambiance, and overall satisfaction.
- **Methodology:** OFFICE@HZIP.ORG
 - Deploy surveys through multiple channels such as digital receipts, email follow-ups, and on-table cards.
 - Collect and analyze feedback regularly to identify trends, areas for improvement, and opportunities to enhance the customer experience.
 - Share key insights from customer surveys with staff and management to foster an environment focused on customer satisfaction.

805-Maintenance and Equipment Inspection Checklist (Recurring Monthly Tasks)

1. General Equipment Inspection

- Check for visible wear and tear on all equipment.
- Inspect safety features (e.g., emergency stops, guards).
- Test the basic functionality of all operational equipment.
- Ensure proper lubrication of moving parts.
- Inspect and test circuit breakers, fuses, and electrical panels.
- Check all wiring and connections for signs of wear or damage.
- Ensure all outlets and switches are functioning properly.

2. HVAC Systems



- Clean or replace air filters.
- Check thermostats for proper operation.
- Inspect and clean condenser and evaporator coils.

3. Plumbing Systems

- Check for leaks in pipes and fixtures.
- Test water pressure and drainage.
- Inspect water heaters for proper operation.

4. Cleaning and Housekeeping

- Clean and sanitize equipment surfaces.
- Ensure all areas are free of debris and clutter.
- Verify that all cleaning supplies are adequately stocked.

5. Safety Equipment

- Inspect fire extinguishers, ensuring they are fully charged and accessible.
- Test smoke and carbon monoxide detectors.
- Ensure first aid kits are fully stocked and accessible.

Quarterly Checklist

1. Detailed Equipment Inspection

- Perform a detailed inspection of critical equipment, including dismantling as necessary to inspect internal components.
- Calibrate equipment to ensure accuracy and precision.

2. Emergency Systems

- Test all emergency lighting and backup power systems.
- Conduct fire drills and review emergency evacuation procedures with staff.
- Inspect and test fire suppression systems (e.g., sprinklers).

3. Inventory Check

- Conduct a full inventory of spare parts and supplies.
- Reorder any items that are running low.



- Ensure all tools and equipment are properly stored and labeled.
-

Bi-Annual Checklist

1. HVAC Systems

- Conduct a thorough inspection and cleaning of the HVAC system.
- Test and inspect all HVAC controls and sensors.
- Verify proper operation of the heating and cooling systems.

2. Plumbing Systems

- Inspect all plumbing systems for any signs of corrosion or mineral build-up.
- Test and flush water heaters and other water storage systems.
- Inspect sewer and drainage systems for blockages or damage.

3. Structural Inspection

- Inspect the building's structural components, including walls, floors, and ceilings, for any signs of damage or wear.
- Check windows and doors for proper sealing and operation.

Annual Checklist

1. Comprehensive Equipment Audit

- Conduct a full audit of all equipment, including age, condition, and service history.
- Plan for any major repairs or replacements needed in the upcoming year.
- Update equipment records and maintenance schedules.

2. Compliance and Standards Review

- Review and update all safety and maintenance protocols to ensure compliance with current regulations.
- Conduct an internal audit to ensure all procedures are being followed.
- Schedule any necessary external inspections or certifications.

3. Training and Development



- Provide annual training sessions for staff on equipment operation, safety procedures, and emergency protocols.
- Review and update training materials based on new equipment or changes in operations.
- Gather feedback from staff on maintenance and equipment use to identify areas for improvement.

4. Environmental Systems

- Inspect and service any environmental control systems (e.g., ventilation, waste management).
- Review and update sustainability practices, including recycling and energy usage.
- Conduct an environmental impact assessment to identify areas for improvement.

Signature and Acknowledgment

- **Maintenance Manager:** _____
- **Date:** _____
- **Facility Manager:** _____
- **Date:** _____

806- Equipment Failure Emergency Protocols Checklist

1. Assess the Situation

- Evaluate the severity of the equipment failure.
- **Determine if there is an immediate safety risk (e.g., electrical malfunction, gas leak).**
- **Shift Supervisor/Manager:**
 - Take charge of the situation and coordinate the response.
 - Contact emergency services (e.g., fire department) if necessary.
 - Notify park management and other relevant authorities.
- **Kitchen Staff:**
 - Immediately stop using the affected equipment.
 - Safely shut down other related equipment.



- **Support Staff:**
 - Direct customers away from the affected area.
 - Assist with evacuation if necessary.
 - Guide patrons to safe locations.
 - For noncritical equipment failure offer different menu items that are not affected by failed equipment

2. Shutdown Procedure

- **Power Down Equipment:**
 - Turn off the affected equipment according to standard procedures.
 - Unplug equipment from the electrical outlet to prevent further issues.
- **Gas Line Safety:**
 - If the equipment is connected to a gas line, turn off the gas valve to the equipment.

In Case of Gas Leak:

- ✓ Immediately shut down the entire gas line using the main gas shutoff valve.
- ✓ Evacuate the area and ensure no open flames or electrical sparks.
- ✓ Wait for a qualified fire safety specialist to assess the situation before reactivating the gas line.

3. Communication Procedure

- Inform all staff members of the situation via designated communication channels (e.g., walkie-talkies).
- Provide clear instructions on how to proceed based on the nature of the equipment failure.
- Give regular updates to keep all personnel informed of the situation status.
- Notify park management and relevant authorities about the incident and actions being taken.
- Prepare a communication statement for customers if service is affected.



- Coordinate with maintenance or emergency services to provide accurate information on

4. Equipment Inspection and Repair

- Have the affected equipment inspected by qualified maintenance personnel.
- Ensure necessary repairs are completed.
- Test the equipment to confirm it is safe before returning to operation.

5. Post-Incident Review and Reporting

- Document the incident, including the cause of the equipment failure, actions taken, and impact on operations.
- Submit the incident report to park management and other relevant stakeholders.
- Conduct a debriefing session with all staff involved in the incident.
- Review the response, identify areas for improvement, and discuss lessons learned.
- Update emergency protocols based on feedback.
- Inform park management and customers (if necessary) about the resolution and any changes made to prevent future incidents.

807 – Continuous Improvement Processes

- To establish a culture of continuous improvement by regularly evaluating operational practices, customer feedback, and industry trends.
- **Process:**
 - Hold regular bi monthly meetings with staff to discuss areas of improvement, new ideas, and customer feedback.
 - Encourage staff at all levels to suggest improvements in procedures, products, or customer service strategies by initiating a reward plan.
 - Adopt a structured approach to testing and implementing changes based on feedback and evaluations. Monitor the impact of changes and make adjustments as necessary.

Update training materials and practices to incorporate new standards or improvements in procedures and service delivery.

808-Alcoholic Beverages.

Alcoholic Beverages Service Plan

1. Designated Service Areas



- ✓ Alcoholic beverages will be sold and served exclusively at the designated snack bar counter.
- ✓ Alcoholic beverages may be consumed in the designated outdoor seating area adjacent to the snack bar.
- ✓ Alcoholic beverages are prohibited in areas not designated for consumption, such as playgrounds, athletic fields, and water-related areas, or any other areas outside of the snack bar deck.

2. Types of Alcoholic Beverages to Be Served

- **Beer:** Domestic and imported beers in cans or bottles.
- **Frozen drinks such as Frozen Margaritas and Pina Coladas?**
- **Mixed drinks?**

4. Service Dates and Times

- **Regular Service:** Alcoholic beverages will be served daily during operating hours. **Monday to Sunday:** 11:00 AM - 5:00 PM
- **Special Events:** For special events, service times may extend, but the sale or service of alcoholic beverages will cease one hour before the event's scheduled end time.

5. Compliance with Laws and Regulations

- **Age Verification:** Servers will check the photo identification of all customers requesting alcoholic beverages to verify they are of legal drinking age (21+).
- **Training:** All servers have completed the Florida Responsible Vendor Act training, ensuring they are knowledgeable about responsible alcohol service.
- **Server Conduct:** Servers are prohibited from consuming alcoholic beverages during their shift and must refuse service to any customer who appears intoxicated.

6. Safety Measures

- **Security Personnel:** During special events, additional security personnel will be on-site to monitor alcohol consumption and ensure compliance with regulations
 - **Designated Area Signs:** Clear, visible signs will be posted at the snack bar, outdoor seating areas, and throughout the park indicating that alcohol consumption is only allowed in designated areas.
 - **Prohibited Areas Signs:** Additional signs will be placed in areas where alcohol consumption is not permitted, such as playgrounds and athletic fields, to remind patrons of the restrictions.



- **Age and Intoxication Warnings:** Signs will also be posted stating that alcoholic beverages will not be served to anyone under the legal drinking age or to individuals who appear intoxicated.

7. Indemnity and Insurance

- **Insurance Coverage:** Hzip LLC must obtain the necessary liability insurance coverage as required by the County's Risk Management Division, with proof of coverage submitted to the relevant authorities.
- **Indemnification:** Hzip LLC agrees to indemnify and hold harmless Saint Johns County and its employees from any claims, damages, or losses arising from the sale or service of alcoholic beverages Saint Johns Golf Club Café

8. Additional Conditions

- **Alcohol Storage:** Alcoholic beverages will be stored securely within the snack bar area when not in use.
- **Waste Management:** Empty bottles and cans will be disposed of in designated recycling bins, with regular clean-ups conducted to maintain the area's cleanliness.

900– Legal and Regulatory

901 – Legal and Regulatory Compliance

Ensuring compliance with legal and regulatory requirements is critical to operate responsibly and maintain our business integrity. Saint Johns Golf Club Café will adhere to the following regulations:

- **Health and Safety Regulations:** Comply with all applicable local, state, and federal health and safety regulations to ensure the well-being of both employees and customers. This includes adhering to the guidelines set by the Florida Department of Business and Professional Regulation and local health departments.
- **Employment Laws:** Follow federal, state, and local employment laws including those related to wages, hours, discrimination, and workers' compensation.
- **Accessibility Standards:** Ensure compliance with the Americans with Disabilities Act (ADA) by providing adequate facilities and accommodations for all customers and staff.
- **Environmental Regulations:** Adhere to state and local environmental regulations concerning waste management and recycling.



Licensing and Certifications

Maintaining the proper licenses and certifications is essential for legal and operational legitimacy.

- **Business License/Permit:** Obtain and annually renew a local business license from the city or county office.
- **DBPR Food Service License:** Secure a food service license from the Florida Department of Business and Professional Regulation for handling and serving food.
- **Sales Tax Permit:** Acquire a sales tax permit from the Florida Department of Revenue for selling goods and services subject to sales tax.
- **Employer Identification Number (EIN):** Register for an EIN from the IRS for tax purposes and employee hiring.
- **Certificate of Occupancy:** Ensure the facility premises meet local building codes and zoning requirements by obtaining a certificate of occupancy from the local government.
- **Health Department Permit:** Secure a permit from the local health department, confirming our compliance with sanitation and health standards.
- **Fire Department Permit:** Acquire any necessary permits from the local fire department to ensure compliance with fire safety regulations.
- **Certification:** Acquire and post all applicable certifications such as food and alcohol handling, OSHA certifications, Fires and Allergy Safety, and food management certifications.

Criminal Background Check Compliance

To ensure the safety and security of all employees and patrons Saint Johns Golf Club Café, we adhere strictly to Saint Johns County's regulations regarding criminal background checks. This policy outlines our commitment to conducting thorough background checks on all prospective employees as part of our hiring process.

Saint Johns Golf Club Café complies with all applicable laws and regulations regarding criminal background checks and the employment of individuals in positions of trust. Consistent with the Saint Johns County Code, we conduct background checks on all candidates for employment, including part-time, full-time, temporary, and contract positions.

Procedure

1. **Pre-Employment Screening:**
 - All job offers are contingent upon the satisfactory completion of a criminal background check.
 - Background checks will include checks of criminal history at the county, state, and, if applicable, federal levels.



- The background check process will be conducted by a reputable third-party service specialized in employment screening.
2. **Criteria for Evaluation:**
- The evaluation of background checks will focus on convictions that directly relate to the candidate's suitability for employment at Saint Johns Golf Club Café. Consideration will be given to the nature and gravity of any offense, the time that has passed since the conviction and/or completion of the sentence, and the nature of the job sought.
3. **Candidate Notification:**
- Candidates will be notified that a criminal background check is part of the selection process. They will be required to provide written consent for this check as per the Fair Credit Reporting Act (FCRA).
 - In cases where employment is denied based on findings from the background check, candidates will be informed and provided with a copy of the background check report, as well as information on how to dispute the accuracy or completeness of the report.
4. **Record Keeping:**
- All records of criminal background checks will be maintained in confidential files, separate from employees' personnel files, and will be accessible only to authorized personnel.
5. **Compliance Monitoring:**
- We will regularly review our criminal background check procedures to ensure compliance with all applicable laws and regulations.
 - Any changes to the Saint Johns County Code or other relevant laws affecting background check requirements will be promptly incorporated into our policy.

Implementation

- This policy is effective immediately and applies to all new hires moving forward. Existing employees may also be subject to background checks in accordance with applicable laws and regulations governing employment in sensitive positions.

902 – Additional Information

Future Service Developments

At Saint Johns Golf Club Café, we are committed to continuously improving and expanding our services to better meet the needs of our customers and enhance their experience. Future developments may include:

- **Menu Expansion:** After getting Saint Johns County Approval regularly updating and expand our menu to include seasonal items, new flavors, and health-conscious options that cater to a broader range of dietary preferences.



- **Sustainability Initiatives:** Enhancing sustainability efforts through more extensive recycling programs, sourcing locally grown produce, and utilizing eco-friendly packaging..

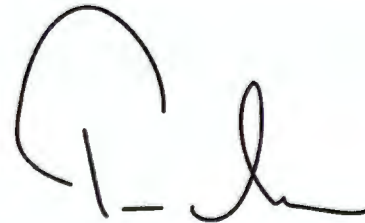
These planned developments are designed to ensure that Saint Johns Golf Club Café remains at the forefront of the restaurant industry, offering high-quality products and services while fostering a positive impact on our community and environment.

State of Florida

Woman Business Certification

HZIP LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
12/13/2023 to 12/13/2025



J. Todd Inman
Florida Department of Management Services

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

HZIP LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.

Certification Granted: October 27, 2023

Expiration Date: October 27, 2024

WBENC National Certification Number: WBE2303088



Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 713940
UNSPSC: 91101504



Great Lakes
Women's
Business
Council



WBENC METRONY
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC EAST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LINA BRIGHT	
2 Business name/disregarded entity name, if different from above HZIP LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 30 BIRCHSHIRE LANE	Requester's name and address (optional)
6 City, state, and ZIP code PALM COAST FL 32137	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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9	3		-	3	2	2	4	5	4	6			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 11/15/2023
------------------	--------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

0000061



**Florida Department of Revenue
Reemployment Tax
Account Number Notice**

**RTS-FL43R
R. 05/17
09/22/2023**

RT Account # : 4002919
Business Partner # : 7035836
Contract Object # : 19237046
FEIN : 93-3224546

HZIP LLC
30 BIRCHSHIRE LN
PALM COAST FL 32137-9329

The account number shown above has been assigned for your reemployment tax reporting requirement and should be used on all correspondence with the Department.

This number will be activated and you will receive an official notice of your reemployment tax liability effective date and tax rate, based on the information you provided. If changes occur, you must notify the Department immediately.

If you have questions, contact Taxpayer Services at 850-488-6800, Monday through Friday, excluding holidays.

Please send written correspondence to:
Account Management
Florida Department of Revenue
P.O. Box 6510
Tallahassee, FL 32314-6510



CERTIFICATE OF COMPLETION

This certifies that

LINA BRIGHT

is awarded this certificate for

Learn2Serve Food Allergy Training Course



Hours
2.00



Completion Date
08/12/2024



Expiration Date
08/12/2027



Certificate #
ANSI-FA-005085



ANSI National Accreditation Board
ACCREDITED

ANSI/ASTM E2659

CERTIFICATE ISSUER
#0975

Samantha Montalbano, Chief Operating Officer

THIS CERTIFICATE IS NON-TRANSFERABLE

For employer verification of certificate validity, please send your request to FoodHandlerProgramAdmin@360training.com

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

(CUT HERE)

(CUT HERE)

FOLD



This certifies that

LINA BRIGHT

is awarded this certificate for

Learn2Serve Food Allergy Training Course

Hours:	Completion Date:	Expiration Date:	Certificate #
2.00	08/12/2024	08/12/2027	ANSI-FA-005085

Samantha Montalbano, Chief Operating Officer



This is your pocket card which may be used as proof of training completion. This is not the actual Food Handler License, so you must always check with your local Health Department and make sure you fulfill all the requirements before applying for employment.

Questions? support@360training.com

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com



Disclaimer

Dear LINA BRIGHT

Congratulations on successfully completing this course.

Your certificate of completion will enable you to show proof of training to obtain further licensing if necessary.

This certificate does not provide any associated designation. Please check with your Local Health Authorities with regards to any additional requirements for employment or liability purposes.

Thank you for choosing 360training!

Certificate of Completion



Florida Responsible Alcohol Vendor Training

8/11/2024

This card is valid for 3 years

Alcohol Beverage Laws
Effects On the Body
Combining drugs
Underage customers
Dealing with customers



CoursesForServers.com
1-800-597-4235
Courses for Servers
2021 Guadalupe Street
Suite 260
Austin TX 78705

Certificate of Completion



Florida Responsible Alcohol Vendor Training

8/11/2024

This card is valid for 3 years

Alcohol Beverage Laws
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Combining drugs
Underage customers
Dealing with customers



CoursesForServers.com
1-800-597-4235
Courses for Servers
2021 Guadalupe Street
Suite 260
Austin TX 78705

Certificate

OF COMPLETION

IN RECOGNITION OF SUCCESSFUL COMPLETION IN:
CPR / AED / First-Aid
(Adult / Child / Infant / Choking)
AED / Injury & Universal Precautions

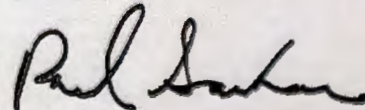
THIS CERTIFICATE IS PROUDLY PRESENTED TO:

LINA BRIGHT

The above mentioned Student is now certified in the above mentioned course by demonstrating proficiency in the subject by passing the examination in accordance with the Terms & Conditions of National CPR Foundation - Valid for 2 years. Course administered in accordance with the **2020** ECC/ILCOR and AHA guidelines. ID#: **4619FE**

Completion: **August 12, 2024**

Instructor: **Paul J. Scruton**

Signature: 



COURSE PROVIDED BY:

NationalCPRFoundation™



A 360training® Company

CERTIFICATE OF COMPLETION

This certifies that

LINA BRIGHT

has successfully completed the course

Fire Safety and Prevention Online Training



Course Duration
2.0



Completion Date
08/13/2024



Certificate #
000034486985

Samantha Montalbano, Chief Operating Officer

This certificate is non-transferrable and expires 2 years from the date of issuance and/or completion.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

(CUT HERE)

(CUT HERE)

 This certifies that the person named below has successfully completed the course.

A 360training® Company

LINA BRIGHT

Fire Safety and Prevention Online Training


Samantha Montalbano, Chief Operating Officer

08/13/2024
Completion date
Valid for 2 years from this date

FOLD

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.

Questions? support@360training.com

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com



Certificate of Completion

This is to certify that

LINA BRIGHT

DOB: August 10, 1982

successfully completed

Approved Worker
Training Provided by:



Rootie's Bar and Grill,
Coconut Creek, Florida
Provider# 3457037

Florida Food Handler

March 6, 2024

This certificate is valid for 3 years from the date indicated above.

Andrew Tyndall, Operations Manager

Responsible
TRAINING
A Service of SafeWay Certifications



CERTIFICATE OF COMPLETION


This certifies that

LINA BRIGHT

has successfully completed the course

**Food & Beverage: Takeout, Pickup, & Delivery -
Health and Sanitation Safety Awareness (HASSA) - Manager**

 Course Duration
1.0

 Completion Date
08/13/2024

 Certificate #
000034487018



A handwritten signature in black ink, appearing to read 'Samantha Montalbano'.

Samantha Montalbano
Chief Operating Officer





Company ID Number: 2344344



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and HZIP LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 2344344

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 2344344

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 2344344

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS**

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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- employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer HZIP LLC	
Name (Please Type or Print) ILI UMANSKY	Title
Signature Electronically Signed	Date 12/20/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/20/2023



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	UPPERH LLC
Company Facility Address	30 BIRCHSHIRE LANE 1 PALM COAST, FL 32137
Company Alternate Address	
County or Parish	FLAGLER
Employer Identification Number	933224546
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name ILI UMANSKY
Phone Number 8088183888
Fax
Email LINABRIGHT2010@GMAIL.COM



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This list represents the first 20 Program Administrators listed for this company.



St. Johns County, Florida

Request for Quote Form

MISC 1831: Operations & Management of the Food and Beverage Services
at Saint Johns Golf Club

St. Johns County (SJC) is soliciting a quote qualified Concessionaires, for consideration in performing the specified Operation & Management of the Food and Beverage Services at the St. Johns Golf Club, located at 4900 Cypress Links Blvd, Elkton, FL 32033. The intent of the County is to select the most qualified Concessionaire based upon the best value provided in the submitted quotes, and to negotiate and enter into a Contract, at the discretion of the County, for the performance of the specified Services, upon successful negotiations.

Quotes must be submitted to Mark Rinberger, Procurement Coordinator at mrinberger@sjcfl.us no later than Thursday August 01, 2024 at 4:00PM EST.

Concessionaire shall provide the information below along with any and all additional documentation or information necessary to verify qualifications (licenses, certifications, etc.), and/or experience or other pertinent information associated with responding to this Request for Quotes.

Concessionaire must disclose any contractual or employment relationship with any County officer or employee, as well as any ownership interest in the Concessionaire's Company held by any County officer or employee. Failure to disclose this information may result in cancellation of award, termination of contract, suspension or debarment.

Full Legal Company Name: _____

Mailing Address: _____

Respondent is submitting as a Local Business for consideration of Local Preference: _____ Yes _____ No

Authorized Representative Printed Name & Title: _____

Authorized Representative Signature: _____ Date: _____

*By signing above, Representative certifies that he/she is an authorized representative of the responding firm, and that all information submitted with this quote is true and complete. Representative also certifies that the responding firm meets any and all qualifications required to perform the required services associated with this request.

Phone #: _____ E-mail: _____

PaymentWorks Contact information

Authorized Representative Printed Name & Title: _____

Authorized Representative E-mail: _____

MINIMUM QUALIFICATIONS

Proof of qualifications shall be provided by completing and submitting **Attachment "A" – Licenses/Certifications**. The submitted Quote must include documentation to fully demonstrate that Concessionaire meets or exceeds the following minimum qualifications:

- Must have an active registration with the State of Florida, Department of State, Division of Corporations. Proof of registration must be provided with the Quote.

- Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon award.
- Must have a minimum of five (5) years operating and/or managing a concession or other food service at a golf course or resort setting. Provide proof of experience by completing and submitting **Attachment “B” – Project References**.
- Must obtain and hold the ‘Golf Club’ license: Class 11CG, and ‘Portable Bars at Golf Club’ license: Class 11CX from the Division of Alcoholic Beverages and Tobacco Department of Business and Professional Regulation, State of Florida, with for sales and distribution of alcohol. Saint Johns County must be listed on the licenses along with the Concessionaire.

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

Inspection of the Concessionaires’ current facilities may be made prior to the award of the 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 evidence available regarding financial, technical, other qualifications and abilities of a Concessionaire, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

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

Failure by any Respondent to demonstrate meeting the above minimum qualification requirements in the submitted Proposal shall result in Respondent being deemed non-responsive and removed from further consideration. Minimum qualification requirements must also be maintained throughout the duration of an awarded Contract.

LOCAL PREFERENCE:

Concessionaires must complete this section, indicating whether or not the Respondent is submitting for consideration of Local Preference. Any Concessionaire that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Concessionaire as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified in this section.

Any Concessionaire submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Concessionaire must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Concessionaire has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.

- Local address above must be registered as the Concessionaire’s principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors.

CHECK ONE

Concessionaire is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Concessionaire selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Concessionaire is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Concessionaire selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.

BASIS OF AWARD

The basis of award for this Request for Quotes shall be Best Value, with consideration for prior experience operating with similar luxury environments and/or agencies, pricing, quality of menu items, and ability to sufficiently staff the facility during operating hours. The quotes will be reviewed, with these factors in mind in order for County Staff to determine which quote provides the Best Value to St. Johns County. St. Johns County reserves the right to accept or reject any or all quotes, waive minor formalities or irregularities, and to award the Quotes that best serves the interests of St. Johns County.

Awarded Concessionaire will be issued a Contract to provide the services identified within this solicitation The Executed Contract will incorporate all requirements described in this solicitation.

QUESTIONS:

Any and all questions related to this project shall be directed, in writing, to Mark Rinberger, Procurement Coordinator at mrinberger@sjcfl.us. **Questions are due no later than four o’clock (4:00 PM EDST) on Thursday, July 25, 2024**, so that any necessary addenda may be issued in a timely manner. Any questions received after the above deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

PAYMENT TERMS

Concessionaire shall submit all payments to the County by the tenth (10th) day of the following month for monthly facility rent, and electricity associated with the facility. The payment for monthly rent is a flat five (5) percent of gross income of the previous month.

PAYMENT/INVOICE

Payments must be submitted to the:

St. Johns Golf Club
 Attention: Wes Tucker
 4900 Cypress Links Blvd
 Elkton, FL 32033

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in quoted pricing.

EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Concessionaire shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Concessionaires are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Concessionaire's social, political, or ideological interests when determining if the Respondent is a responsible Concessionaire. Concessionaires are further notified that the County's governing body shall not give preference to a Concessionaire based on the Concessionaire's social, political, or ideological interests.

INSURANCE

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Concessionaire shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Concessionaire has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Concessionaire has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required by the County do not in any way limit the liability of Concessionaire including under any warranty or indemnity provision of the awarded Contract or any other obligation whatsoever Concessionaire may have to the County or others.

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Concessionaire shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

Concessionaire shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such

services or operations are by Concessionaire or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Concessionaire shall procure and 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 and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

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 required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Concessionaire shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Concessionaire of its responsibility herein. Upon written request, Concessionaire shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Concessionaire. County has no obligation or duty to advise Concessionaire of any non-compliance with the insurance requirements contained in this Section. If Concessionaire fails to obtain and maintain all of the insurance coverages required herein, Concessionaire shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Concessionaire complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

SUB-CONSULTANT

If a Proposer elects to sub-contract with any firm(s) or individual(s), for any portion(s) of the required Services, Proposer must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, in its sole discretion, require Proposer to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform Services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

Prior to the award of a contract, the County will notify the Proposer in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-Consultant. The Proposer then may, at their option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Proposer fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Proposer, at no cost to the County.

The County reserves the right to disqualify any Proposer, Consultant, Supplier, or individual due to previously documented issues with performance, quality or compliance, within the County or under other public awards.

Any firm(s) or individual(s) subcontracted by the awarded Concessionaire to perform any portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

The awarded Concessionaire shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Concessionaire of any of the obligations and responsibilities stated in the awarded Contract.

CONTRACT REQUIREMENTS

CONTRACT AGREEMENT & TERM

The County intends to negotiate and enter into a Contract, with one (1) Concessionaire, at the discretion of the County, upon successful negotiations, award a Professional Services Contract, on a form provided by the County, for performance of the specified Services, for an initial Contract Term of five (5) calendar years with three (3) one (1) year renewal options.

Any contract(s) negotiated with any individual or firm responding to this Request for Quotes will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

In the event that a Contract is attached to the Request for Quotes, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the Request for Quotes, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, contract negotiations will follow between the County and the selected Concessionaire. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Concessionaire. The County reserves the right to delete, add to, or modify one or more components of the selected Concessionaire's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the Request for Quotes.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Concessionaire.

CONTRACT PERFORMANCE

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

TERMINATION

Failure on the part of the Concessionaire to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Concessionaire. In the event of the Concessionaire's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Concessionaire is in default, and the amount of time provided to the Concessionaire to cure such default. If the Concessionaire fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Concessionaire.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Concessionaire. The County may also terminate the Contract, due to lack of appropriation of sufficient funds.

GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Concessionaire to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

LICENSES, PERMITS & CERTIFICATIONS

The Concessionaire shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Concessionaire shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Concessionaire, for any lapse in require licenses, permits, or certifications required for any portion of the required Services.

INDEMNIFICATION

Concessionaire shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Concessionaire or other persons employed or utilized by Concessionaire in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Concessionaire further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Concessionaire and persons employed or utilized by Concessionaire in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the "persons employed or utilized by Concessionaire" shall be construed to include, but not be limited to, Concessionaire, its staff, employees, sub-consultant, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Concessionaire.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

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.

The Concessionaire will report all prior monthly charges, expenses and costs incurred in performing the duties related to this scope of work to the Director of Golf by the tenth (10) day of the following month. The County will perform one (1) audit of all reported charges, expenses and costs incurred; and may perform additional and/or follow-up audits at its discretion.

Scope of Services:

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 implementation of any changes.

- Perform any and all preparation of food and beverage items from the menu for customers at the restaurant. 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 alternative shall not carry or sell glass containers for beverages on the golf course.
- Perform busing services for the entire restaurant facility including the interior and exterior seating areas, and cleaning services for the entire restaurant facility including tables/eating areas, food preparation areas, concession storage areas, entrance and exit areas. The Concessionaire is responsible for the removal of any *disposable* items/trash left by patrons in the restaurant's entry/exit areas, not to include the lobby or lobby bathroom. 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 9 am 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 Internet Protocol (IP) system that is available on site and use alternative communication like text messaging for on course or takeout orders.

HOURS OF OPERATION

Daylight Savings Time

Monday: 7am – 5pm
 Tuesday: 7am – 5pm
 Wednesday: 7am – 5pm
 Thursday: 7am – 5pm
 Friday: 7am – 5pm
 Saturday: 7am – 5pm
 Sunday: 7am – 5pm

Standard Time

Monday: 7am – 6pm
 Tuesday: 7am – 6pm
 Wednesday: 7am – 6pm
 Thursday: 7am – 6pm
 Friday: 7am – 6pm
 Saturday: 7am – 6pm
 Sunday: 7am – 6pm

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. The restaurant is open all year round. The only days the restaurant closes early are: Christmas Eve, Thanksgiving, Fourth of July, and New Year’s Eve, at 2pm.

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. In the event, 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. In the event renters choose to utilize the facility and forego the food and beverage services offered by

the Concessionaire, the Concessionaire will set the rental fee for the facility at a flat rate of two-hundred fifty dollars and zero cents (\$250.00). 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, 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.

RESTAURANT FACILITY

The restaurant facility has a maximum capacity of 64 people inside and 80 people outside (which may be reset by the Fire Marshal upon inspection). 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, not due to normal wear and tear of restaurant operations, shall be repaired by the Concessionaire at no cost to the County. The County will not repair or replace any tables or chairs. 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 or proposed services included under this contract 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 excluding maintenance of the restaurant hood system and the fire suppression system. The Concessionaire shall be responsible for the annual commercial cleaning of the restaurant hood system.

STAFF/EMPLOYEES

The Concessionaire shall be responsible for hiring sufficient staff to provide all of the services required under this contract. 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 contract. 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. 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.

Employees must pass both the background and drug screenings prior to performing any work under this contract.

Additionally, at the time of each option to extend (at the end of each year), the Concessionaire may be required to resubmit any and all employees for background checks and drug screenings in order to exercise any of the available one (1) year extensions available under the Contract. This requirement shall be at the sole discretion of the County.

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 be the responsibility of Concessionaire to address complaints from customers regarding the restaurant facility.

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.

While the County does provide pest control to the club building, it will be the responsibility of the Concessionaire to provide pest control for the restaurant area and porch. 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 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 within thirty (30) days and throughout the duration of the contract; 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.

ATTACHMENTS

ATTACHMENT "A" – LICENSES / CERTIFICATIONS

ATTACHMENT "B" – PROJECT REFERENCES

EXHIBITS

Exhibit A – Historical Player Counts

Exhibit B – Historical Revenues

ATTACHMENT "A"

Licenses/Certifications

In the space below, the Concessionaire shall list all **current** licenses and certification held.

The Concessionaire shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License			
FL DBPR Liquor License			
FL DBPR Food License			

***Florida Department of Business & Professional Regulation (FL DBPR)

ATTACHMENT "B"

PROJECT REFERENCES

Each Concessionaire must submit references from individuals, firms or agencies that have contracted with the Concessionaire to perform similar services and scope as those described in this Request for Quotes during the past five (5) years. The information required shall include: name of individual, Contractor(s) or agency, date of service, summary of services performed, and a contact person name, title, phone number and email address. Reference shall be checked by the Purchasing Department.

1. Reference Company Name: _____
Dates(s) of Service: _____
Summary of Services: _____

Primary Reference Contact Name & Title: _____
Contact Phone Number: _____
Contact Email Address: _____

2. Reference Company Name: _____
Dates(s) of Service: _____
Summary of Services: _____

Primary Reference Contact Name & Title: _____
Contact Phone Number: _____
Contact Email Address: _____

3. Reference Company Name: _____
Dates(s) of Service: _____
Summary of Services: _____

Primary Reference Contact Name & Title: _____
Contact Phone Number: _____
Contact Email Address: _____