

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 21-27 AND TO EXECUTE AN AGREEMENT FOR CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

RECITALS

WHEREAS, the County desires to enter into a contract with Rick Burres dba The Bait Shack for concession and bait store rental at Vilano Beach Boat Ramp

WHEREAS, the scope of the project shall consist of management and operation of a concession, bait and tackle store; and

WHEREAS, through the County's formal RFP process, Rick Burres dba The Bait Shack 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 RFP 21-27 to Rick Burress dba The Bait Shack.

Section 3. The County Administrator, or designee, is further authorized to execute the attached draft contract with Rick Burres dba The Bait Shack on behalf of the County for a rental contract as provided in RFP 21-27. 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 2nd day of February, 2021

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: CLERK OF THE CIRCUIT COURT & COMPTROLLER: Brandon J. Patty, Clerk

By: Sam Hetterman
Deputy Clerk

RENDITION DATE 2/4/21





**CONTRACT AGREEMENT
RFP 21-27; CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH
BOAT RAMP**

Master Contract #: 21-MCC-RIC-13076

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2021, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Rick Burres (dba The Bait Shack)** ("Concessionaire"), authorized to do business in the State of Florida, with offices located at 101 Vilano Causeway, St. Augustine, FL 32084; Phone: (904) 377-4505 and Email: cbr003@hotmail.com.

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

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the Effective Date shall be in effect for a period of three (3) calendar years, and may be renewed for a maximum of Three (3) one-year renewals, upon satisfactory performance by the Concessionaire, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Concessionaire satisfactorily performed the Services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, upon approval by the Board of County Commissioners.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

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

ARTICLE 3 - SERVICES

The Concessionaire's responsibility under this Agreement is to provide any and all labor, materials, equipment, personnel, transportation and supervision to operate and manage a concession and bait store, located at 101 Vilano Causeway, St. Augustine, FL 32084, maintaining all equipment and furnishings, upkeep and maintenance of the facility and restrooms, to include daily cleaning.

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

ARTICLE 4 – SCHEDULE

The Concessionaire shall perform the required Services according to the schedule submitted and approved by the County.

ARTICLE 5 – PAYMENTS TO COUNTY

- A. The Concessionaire shall compensate the County, on the first day of each month, a monthly rental fee of four hundred dollars (\$400.00) as provided in the Concessionaire's proposal under Attachment "4-C".
- B. The Concessionaire shall furnish and make available to the County all financial records concerning receipts and considerations from the operation of the bait shop, upon request from the County.
- C. Unless otherwise notified, payments shall be in the form of a Cashier's Check or Company Check, made payable to the St. Johns County Board of County Commissioners, and delivered to:

St. Johns County Parks & Recreation
ATTN: Doug Bataille, SJC Recreation Director
2175 Mizell Road
St Augustine, FL 32080

- D. The County may, at its discretion, change the payment due date upon seven (7) consecutive calendar days written notice to the Concessionaire. The County shall make no such changes less than fourteen (14) consecutive calendar days from the current payment due date.

E. **FINAL PAYMENT:** In order for both parties herein to close their books and records, the Concessionaire shall clearly state "final payment" on the last payment remitted to the County. This indicates that all services have been performed and all charges and costs have been invoiced, and the corresponding payments have been submitted to the County and that there is no further work to be performed under this Contract.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party, without cause, with at least sixty (60) consecutive calendar days' prior written notice by either party of such notice of termination without cause. Such written notification shall indicate that either party intends to terminate this Contract Agreement sixty (60) consecutive calendar days from the date of notification, unless a period greater than sixty (60) days is provided and agreed upon by both parties.

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

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

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

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

ARTICLE 7 – PERSONNEL

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

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

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

The Concessionaire warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 8 – SUBCONTRACTING

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

ARTICLE 9 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 10 – E-VERIFY

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

ARTICLE 11 – FEDERAL AND STATE TAX

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

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

ARTICLE 12 - INSURANCE

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

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

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

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

The Concessionaire shall maintain throughout the duration of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Concessionaire from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Concessionaire or by anyone directly or indirectly employed by the Concessionaire.

The Concessionaire shall maintain throughout the duration of this Agreement, adequate Workers’ Compensation Insurance in at least such amounts as is required by the law.

The Concessionaire shall be responsible for insuring any furniture or other business personal property that the Concessionaire brings to the facility. All permanently affixed equipment such as hot water heater, AC unit, hood, etc. will be covered by the County program.

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

ARTICLE 13 – NOTICE OF DEFAULT/RIGHT TO CURE

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

ARTICLE 14 – LICENSES

The Concessionaire shall maintain, throughout the duration of this Agreement, the necessary license(s) required by the local, state, and federal laws to operate and manage a concession and bait shop.

ARTICLE 15 – INDEMNIFICATION

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

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The County and the Concessionaire each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, the Concessionaire shall not assign, sublet, convey or transfer its interest in this Agreement without the written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Concessionaire.

ARTICLE 17 - REMEDIES

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

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

ARTICLE 18 - CONFLICT OF INTEREST

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

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

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

conflict of interest with respect to services provided to the County by the Concessionaire under the terms of this Agreement.

ARTICLE 19 - EXCUSABLE DELAYS

The Concessionaire shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Concessionaire's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

ARTICLE 20 - ARREARS

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

ARTICLE 21 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

The County and the Concessionaire shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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

ARTICLE 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 - CONTINGENT FEES

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

ARTICLE 24 - ACCESS AND AUDITS

The Concessionaire shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 - NONDISCRIMINATION

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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 27 - ENFORCEMENT COSTS

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

ARTICLE 28 - AUTHORITY TO PRACTICE

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

ARTICLE 29 - SEVERABILITY

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

ARTICLE 30 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 31 - FLORIDA LAW & VENUE

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

ARTICLE 32 - ARBITRATION

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

ARTICLE 33 - NOTICES

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

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Concessionaire shall be mailed to:

Rick Burres dba The Bait Shack
Attn: Rick Burres, Owner
3253 Calle Cortez
St. Augustine, FL 32086

ARTICLE 34 - HEADINGS

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

ARTICLE 35 – PUBLIC RECORDS

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

B. In accordance with Florida law, to the extent that Concessionaire's performance under this Contract constitutes an act on behalf of the County, Concessionaire shall comply with all requirements of Florida's public records law. Specifically, if Concessionaire is expressly authorized, and acts on behalf of the County under this Agreement, Concessionaire shall:

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

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

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

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

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

ARTICLE 36 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 37 – USE OF COUNTY LOGO

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

ARTICLE 38 – SURVIVAL

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

ARTICLE 39 – COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE 40 – AUTHORITY TO EXECUTE

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

ARTICLE 41 – OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

ARTICLE 42 – COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

ARTICLE 43 - TRAINING AND EDUCATION

The Concessionaire will ensure that Concessionaire employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

- 1) Fall Hazards
- 2) Caught-In and Between Hazards
- 3) Struck-By Hazards
- 4) Electrocution Hazards.

ARTICLE 44 - FIRE EXTINGUISHERS (FOR FIRE EXTINGUISHER SERVICES)

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal. Annual inspections are the responsibility of the County. Any additional inspections or replacement extinguishers will be the responsibility of the Concessionaire.

RFP 21-27; CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP
Master Contract #: 21-MCC-RIC-13076

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

ST. JOHNS COUNTY, FL:
St. Johns County, FL
Full Legal Name

CONCESSIONAIRE:
Rick Burre dba The Bait Shack
Full Legal Company Name

By: _____
County Representative Signature

Authorized Representative Signature

Leigh A. Daniels, CPPB
Printed Name – County Representative

Printed Name & Title – Concessionaire Representative

Purchasing Manager
Title – County Representative

Date of Execution

Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

RFP 21-27; CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP
Master Contract #: 21-MCC-RIC-13076

EXHIBIT "A"
SERVICE REQUIREMENT/SCOPE OF WORK

SCOPE OF WORK

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

General

- The Concessionaire shall be responsible for paying any and all sales taxes, governmental taxes, and other charges pertaining to the sale of food, beverages, fishing bait, tackle and other related items required to support the fishing and boating sport.
- The successful Concessionaire will not be allowed to use the St Johns County name in the operation of their business. It is further understood that the Concessionaire business name be provided to St Johns County prior to award of the contract.
- The Concessionaire shall be responsible for all gas, internet, cable and electrical power necessary to operate and manage the bait store and concessions.
- The Concessionaire, at the Concessionaire's expense, shall provide all merchandise and inventory pertaining to the sale of food, beverages, fishing bait and tackle and other related items
- Concessionaire shall provide at a minimum, snack items, hot/cold sandwiches and hot/cold beverages. The menu furnished by the Concessionaire shall require approval by the SJC Parks and Recreation Department, or designee(s), prior to the effective date of this contract. Any proposed changes to the menu shall require such approval prior to advertisement of said changes.
- **Management & Supervision:** The Concessionaire shall be responsible for properly staffing the concession to provide satisfactory service to patrons, supervising all cooking and/or food preparation, maintaining the cleanliness and order of the concession, and collecting all trash in and around the concession for disposal. All staff shall be required to obtain and maintain throughout the duration of the contract, any and all certifications required for performing food preparation services in the concession, in accordance with Chapter 509, Florida Statutes, and all other applicable federal, state, and local, regulations, laws and codes.
- **Hours of Operation:** The Concessionaire shall be responsible for operating the concession, during the proposed hours of operation, currently 6:00AM – 5:30PM. Any changes to the proposed hours shall be approved by St Johns County Parks and Recreation Director, or his/her designee.
- **Sales:** The Concessionaire shall sell menu items at advertised prices that have been approved by St. Johns County. The Concessionaire shall be responsible for maintaining records of all sales made, and shall be required to provide a copy of the sales tax report furnished by the Concessionaire to the State Department of Revenue no later than the 20th of each month. The Concessionaire shall also provide a monthly summary of all sales made by or on behalf of the Concessionaire to the County upon request.
- **Facility:** The St Johns County owned building is 23'11" by 27'6". The concession area of this building is 23'11" by 10'10" with the difference in area being the restrooms. The Concessionaire shall be required to clean and maintain the facility and restrooms on a daily basis throughout the duration of the contract. Any and all trash or other debris in and around the concession shall be picked up on a daily basis and disposed of properly in a County provided dumpster for collection. The concession area shall be maintained in a clean

state at all times in accordance with local state and federal health codes, including wiping tables, sweeping, and mopping. The restrooms are to be cleaned on a daily basis, and shall remain open twenty-four (24) hours a day, seven (7) days a week.

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

- **Safety:** The Concessionaire shall ensure that all employees are provided a safe work environment in compliance with all OSHA standards and local, state and federal laws and that all employees comply with the Occupational Safety and Health Act of 1970, as amended, as well as all applicable local, state and federal laws, ordinances, codes, regulations and requirements. The Operator shall be responsible for maintaining the premises in a clean, orderly and sanitary condition as required by the hygiene codes and standards of the Florida Department of Business and Professional Regulations (DBPR), the Department of Agriculture and Consumer Services (DACS), and the Department of Health (DOH)
<http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-managercodestandards.html>.

- **Equipment:** The Concessionaire shall be required to own, lease or rent any and all equipment necessary to provide the required services included under the Contract Agreement.

The Concessionaire shall be responsible for maintaining any and all necessary equipment to provide the required services throughout the duration of the Contract. Any and all kitchen and food prep equipment must be provided by the Concessionaire, and shall remain the property of the Concessionaire throughout the duration of the Contract. Any and all maintenance to all equipment utilized for services provided under this Contract shall be the sole responsibility of the Concessionaire. Any and all equipment provided by the Concessionaire must not cause any damage to any County facility or fixtures. Any damage to County facilities or fixtures caused by equipment provided by the Concessionaire shall be the responsibility of the Concessionaire to repair and/or replace as needed.

- **Reporting/Records:** The Concessionaire shall be required to maintain any and all records pertaining to the operation and management of the concession, including, but not limited to, sales, maintenance, improvements, equipment, staffing, inventory, and all other records, throughout the duration of the contract. The County may, at any time, inspect or request copies of any and all documents, records, logs, statements, etc., pertaining to the operation and management of the concession. If an audit is made necessary due to the Concessionaire's failure to furnish timely reports, records, or other information, the Concessionaire shall be required to reimburse the County for all costs related to any audit or inspection.
- **Award:** The parties expressly agree that no part of the business is owned and/or operated by the County. The space is rented to an Independent Contractor providing food and drink, fishing bait, tackle and other related supplies to the general public in a competitive atmosphere. Nothing in this lease agreement shall be construed as creating a partnership between the County and the Concessionaire, or constitutes Concessionaire as an agent of the County.

Responsibilities of the County:

- The County shall be responsible for the maintenance of the exterior of all buildings.
- The County shall be responsible for major cleaning of the pavilions, sidewalks, mowing and parking lot maintenance.
- The County shall provide water and dumpster(s) necessary for the operation of the Concessions facility.

Staff/Employees:

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

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

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

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

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

Appropriate Conduct

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

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

- Negligence.
- Inefficiency.
- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee
- Tardiness or lack of punctuality
- Misconduct.
- Use of alcohol or narcotics beverages while engaged in County business.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Arrest of any crime involving moral misconduct.
- Arrest of a felony.
- Falsifying employment or other County records.
- Violating the Prohibition of Unlawful Harassment policy.
- Using County supplies/materials or other property for personal purposes.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.

- Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- Stealing.
- Possessing unauthorized firearms.
- Disregarding safety or security regulations while conducting business or while on County property.
- Making false allegations or claims.
- Making unauthorized recordings.

Licenses, Permits & Fees

The Concessionaire shall be responsible for acquiring, maintaining, and displaying any and all licenses, certifications, permits; and paying any and all fees as required to provide the services described herein. Concessionaire 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.

Set Up & Breakdown of Facility

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

During the last contract renewal, if exercised, no later than thirty (30) days prior to the expiration date of the contract the Concessionaire shall begin coordinating with the SJC Real Estate Department to determine when the breakdown of the concession shall take place. The County will allow an acceptable period of time, which shall be established during coordination efforts, for the Concessionaire to breakdown the appliances, fixtures, supplies and merchandise to clear the location by or before the expiration date of the contract.

Payments to County:

The Concessionaire shall be required to pay the monthly rent, as proposed in the RFP submittal herein, plus any and all applicable taxes on or before the first (1st) day of each month for the preceding month. Late payment 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.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

November 23, 2020

RE: RFP No 21-27; Concession and Bait Store Rental at Vilano Beach Boat Ramp

Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to The Bait Shack, LLC, as the only responsive respondent under **RFP 21-27; Concession and Bait Store Rental at Vilano Beach Boat Ramp**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 4:00 PM, Monday, November 30, 2020.

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

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiate with the highest ranked firm, and upon successful negotiations, award and execute a contract.

Please forward all correspondence, requests or inquiries directly to the attention of Shelly Vongchanta, Procurement Coordinator in the Purchasing Department at svongchanta@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 11/23/20

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Doug Bataille, Director, Parks and Recreation
FROM: Shelly Vongchanta, Procurement Coordinator
SUBJECT: RFP No: 21-27; Concession and Bait Store Rental at Vilano Beach Boat Ramp
DATE: November 19, 2020

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Department Head Approval *Doug Bataille*

Date 11-22-20

Budget Amount _____

Account Funding Title _____

Funding Charge Code _____

Award to Bait Shack

Award Amount _____

ST JOHNS COUNTY

NOV 23 '20

PURCHASING



101 Vilano Causeway
 Vilano Beach Boat Ramp
 St. Augustine, FL 32084
 904-217-3486

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS

RFP NO: 21-27

REQUEST FOR PROPOSALS
 CONCESSION AND BAIT STORE RENTAL AT
 VILANO BEACH BOAT RAMP

Let by: St. Johns County Purchasing Department
 500 San Sebastian View
 St. Augustine FL 32084

(904) 209-0150 ~ www.sjcfl.us/Purchasing/index.aspx

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
 CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Cover Page	X	
Section 2	Cover Letter	X	
Section 3	Qualifications & Experience	X	
	Attachment "3-A" - Licenses/Permits/Certifications	X	
	Attachment "3-B" - Certificates of Insurance	X	
	Attachment "3-C" - Claims, Liens, Litigation History	X	
	Attachment "3-D" - Key Personnel List	X	
	Attachment "3-E" - List of Proposed Sub-Contractors	X	
	Attachment "3-F" - Equipment Inventory	X	
	Attachment "3-G" - Related Experience	X	
	Attachment "3-H" - References	X	
	Resumes of Key Personnel and Staff proposed to perform services	X	
Section 4	Proposal Forms	X	
	Attachment "4-A" - Approach to Services/Methodology	X	
	Attachment "4-B" - Proposed Menu Items	X	
	Attachment "4-C" - Official Proposal	X	
Section 5	Administrative Information (include the following):	X	
	Drug Free Work Place Form	X	
	RFP Affidavit	X	
	RFP Affidavit of Solvency	X	
	Conflict of Interest Form	X	
	Copies of all Acknowledged Addenda	X	

SECTION 1 – COVER PAGE

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

COVER PAGE

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

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

FULL LEGAL NAME OF COMPANY: The Bait Shack, LLC

MAILING ADDRESS: 101 Vilano Causeway / Vilano Boat Ramp St. Augustine, FL 32084

CONTACT EMAIL ADDRESS: cbr003@hotmail.com

DATE: November 18, 2020

Section 2: Cover Letter

The Respondent Company type: Limited Liability Company

Company name: The Bait Shack, LLC

Business & Contract Administration address / Contact for questions regarding the RFP:

Cheryl Russom, Manager

Address: 101 Vilano Causeway, Vilano Beach Boat Ramp, St. Augustine, FL 32084

Phone: 904-217-3486

e-mail: cbr003@hotmail.com

Highlights of the Respondent's qualifications and ability to perform the project services

Rick Burres has been successfully operating The Bait Shack for the past eight years and enjoys an excellent reputation in the local fishing community. With his 40 plus years as a commercial fisherman and bait shop operator he offers great advice and recommendations to his customers. Cheryl Russom manages and staffs the shop on a daily basis and brings 10+ years of fishing and bait experience.

Profile – Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations

The Bait Shack, LLC was formed in 2012 as a Florida Limited Liability Company for the express purpose of beginning operations under contract with St. Johns County as the incumbent Bait Store at Vilano Beach Boat Ramp concession operator. Rick Burres, the owner of The Bait Shack, LLC is active in the fishing community and regularly sponsors, organizes, and participates in various fishing competitions, contests, activities, and charitable events.

Indicate whether proposer has ever filed an administrative or judicial action with any State agency or State court, and if so, what were the grounds/reasons, and what was the ultimate outcome?

The proposer has never filed an administrative or judicial action with any State agency or State court.

A brief statement of the respondent's understanding of the services required.

The respondent fully understands the needs and details of operating the Vilano Beach Boat Ramp Bait Concession based upon the continued successful operation of this concession during the past eight years. During the previous eight years, Rick Burres has ensured the success of The Bait Shack in spite of multiple hurricanes, dredging operations, growing number of local competitors and most recently – an international pandemic.

Section 3: Qualifications & Experience

- ✓ 3-A. Licenses/Permits/Certifications
- ✓ 3-B. Certificate of Insurance
- ✓ 3-C. Claims, Liens, Litigation History
- ✓ 3-D. Key Personnel
- ✓ 3-E. Proposed Sub-Contractors
- ✓ 3-F. Equipment Inventory
- ✓ 3-G. Related Experience
- ✓ 3-H. References

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

ATTACHMENT "3-A"

LICENSES, PERMITS, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his/her proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date
Florida Limited Liability Company Filing	L12000148724	Florida Division of Corporations	N/A
Retailer of Alcoholic Beverages	BEV6502054	Florida DBPR - Div of AB&T	September 30, 2021
Annual Food Permit	2020-R-1806033	Florida Department of Agriculture	December 31, 2020
License to Retail Saltwater Products	2079301	Florida Fish & Wildlife Conservation Commission	June 30, 2021
Local Business Tax Receipt	1056264	St. Johns County	September 30, 2021



Detail by Entity Name

Florida Limited Liability Company
THE BAIT SHACK LLC

Filing Information

Document Number	L12000148724
FEBEIN Number	[REDACTED]
Date Filed	11/28/2012
Effective Date	11/28/2012
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/26/2017
Event Effective Date	03/05/2016

Principal Address

101 MILANO CAUSEWAY
ST AUGUSTINE FL 32084

Mailing Address

101 Milano Cswy
ST AUGUSTINE FL 32084

Changed: 04/30/2016

Registered Agent Name & Address

ATWOOD, JILL S.
2730 US1 SOUTH
SUITE E
ST. AUGUSTINE, FL 32086

Name Changed: 05/20/2017

Address Changed: 06/20/2017

Authorized Person(s) Detail

Name & Address

Title MGRM

BURRES, RICK M
3780 WAHOG DR
ST AUGUSTINE, FL 32084

Title MGR

RUSSOM, CHERYL
766 VISCAYA BLVD.
ST. AUGUSTINE, FL 32065



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIV OF ALCOHOLIC BEVERAGES & TOBACCO
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

850.487.1395

**BURRES RICK
BAIT SHACK LLC (THE)
101 VILANO CAUSEWAY
SAINT AUGUSTINE FL 32084**

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

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

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



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

BEV8502054 ISSUED: 09/27/2020

**RETAILER OF ALCOHOLIC BEVERAGES
BURRES RICK
BAIT SHACK LLC (THE)**

**IS LICENSED under the provisions of Ch.564 FS
Expiration date - SEP 30, 2021 License # L2009270002294**

DETACH HERE

RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO**

LICENSE NUMBER	SERIES
BEV8502054	2COP

**The RETAILER OF ALCOHOLIC BEVERAGES
Name(s) below IS LICENSED
Under the provisions of Chapter 564 FS.
Expiration date: SEP 30, 2021**



**BURRES RICK
BAIT SHACK LLC (THE)
101 VILANO CAUSEWAY
SAINT AUGUSTINE FL 32084**



ISSUED: 09/27/2020

DISPLAY AS REQUIRED BY LAW

SEQ # L2009270002294



MICOLE "MIKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 6K-4.020 Florida Administrative Code
1 (800) HELP FLA www.FDACS.gov

January 16, 2020



THE BAIT SHACK LLC
101 Vidano Cswy
Saint Augustine, FL 32084 - 2149

FOOD ENTITY NUMBER : 366541
PERMIT NUMBER: 2020-R-1008033
PERMITTED LOCATION ADDRESS:

THE BAIT SHACK
101 Vidano Cswy
Saint Augustine, FL 32084 - 2149

The Annual Food Permit is attached below.
The attached permit will expire on December 31, 2020

This annual food permit must be detached and shall be displayed in a conspicuous location at your food establishment. Failure to conspicuously display the permit may result in administrative action for violation of 6K-4.020, F.A.C.

This permit is non-transferable.

The renewal fee for all food permits shall be the same as the food permit fee required by subsection 6K-4.020(4), F.A.C., and shall be due annually by January 1. A Food Establishment will be assessed a \$100 late fee in accordance with Chapter 500, F.S., if its renewal fee is received by the Department after January 30.

This fee is in addition to the food permit fee required by subsection 6K-4.020(4), F.A.C.

It is the business owner's responsibility to ensure the accuracy of their account. Updates to the owner contact information, email, and mailing addresses can be made at www.FDACS.gov or at 1-800-HELP FLA (1-800-425-7352).

FDACS-14414 Rev 08/19



MICOLE "MIKI" FRIED
COMMISSIONER

Department of Agriculture and Consumer Services
Division of Food Safety

Annual Food Permit

Chapter 500, Florida Statutes
1 (800) HELP FLA www.FDACS.gov

2020

FOOD ENTITY NUMBER : 366541

LOCATION:
THE BAIT SHACK
101 Vidano Cswy
Saint Augustine, FL 32084 - 2149

OWNER:
THE BAIT SHACK LLC
101 Vidano Cswy
Saint Augustine, FL 32084 - 2149

EXPIRATION DATE: December 31, 2020

This permit must be conspicuously displayed at permitted location and is not transferable. Rule 6K-4.020(2) and 6K-4.020(4)(a) F.A.C.

FDACS-14414 Rev 08/19

2079301
ISSUE NO.

LICENSE TO RETAIL SALTWATER PRODUCTS
PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM JULY 1, 2020 TO JUNE 30, 2021

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

CENTRAL DEALER NO.: RC-213834
STORE NO.:

THE BAIT SHACK LLC
101 VILANO CSWY.
SAINT AUGUSTINE, FL 32084

ISSUE DATE: 7-2-20
FEE PAID: RESIDENT \$ 75.00

PHYSICAL LOCATION:
101 VILANO CSWY.
SAINT AUGUSTINE, FL 32084

This license is not transferrable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.

THIS RECEIPT IS ESSENTIAL TO COUNTY RECORDS

2020/2021 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT 1056264

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

EXPIRES

September 30, 2021

TYPE OF BUSINESS RETAIL SALES

BUSINESS ADDRESS 901 WILAND CAUSEWAY ST. AUGUSTINE, FL 32084

BUSINESS NAME BAIT SHACK LLC (THE)
OWNER BAIT SHACK LLC (THE)
MAILING ADDRESS 3700 WILAND DR ST AUGUSTINE FL 32084



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

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or waiver to perform the services or operate the business described herein unless a Franchise Agreement, or other written authorization, state or federal permission of authority required by county, state or federal law.

PAID-8142177-0001-0001 501 08/14/2020 30.00

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

ATTACHMENT "3- B"

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements, G. Insurance Requirements (Page 12).

**The Bait Shack, LLC
CERTIFICATES OF INSURANCE
(Attach or insert copy here)**

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/12/2020
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER Benchmark Insurance & Associates LLC 1 Spencer St. Saint Augustine FL 32084	CONTACT Name: Eddie Gorum PHONE (AG No. Ext): (804) 829-2286 FAX (AG No.): (804) 829-1497 E-MAIL ADDRESS: lor@benchmarkins.com	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Bait Shack LLC 101 Vilano Causeway Saint Augustine FL 32084		INSURER A: LLOYDS OF LONDON	INSURER B: PROGRESSIVE AMERICAN INSURANCE COMPANY	11111 24282
INSURER C:		INSURER D:	INSURER E:	INSURER F:

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

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

IDENT. LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
					EACH OCCURRENCE	AGGREGATE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR	[REDACTED]	02/07/2020	02/07/2021	EACH OCCURRENCE	\$ 1,000,000
	PROPERTY DAMAGE (Per occurrence)				\$ 100,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC OTHER:					MED EXP (Any one person)	\$ 5,000
AUTOMOBILE LIABILITY					PERSONAL & ADV INJURY	\$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	[REDACTED]	02/31/2020	03/31/2021	GENERAL AGGREGATE	\$ 2,000,000
	UMBRELLA LIAB					PRODUCTS - COMM/PROP AGG
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MO) <input type="checkbox"/> If yes, describe type of operations below					COAGNATED SINGLE LIMIT (Per accident)	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached to these pages if required)					BODILY INJURY (Per person)	\$ 100,000
					BODILY INJURY (Per accident)	\$ 200,000
					PROPERTY DAMAGE (Per accident)	\$ 50,000
					EACH OCCURRENCE	\$
					AGGREGATE	\$
					PER STATE	\$
					EL EACH ACCIDENT	\$
					EL DISEASE - EA EMPLOYEE	\$
					EL DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached to these pages if required)

CERTIFICATE HOLDER ST JOHNS COUNTY 500 SAN SEBASTIAN VIEW ST AUGUSTINE FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. [REDACTED]
---	---

REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

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

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

Description of every action Captions of the Litigation or Arbitration

Amount at issue: N/A Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: N/A

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

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
None

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

Yes _____ No **XX** If yes, please explain in detail:
N/A

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

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

None

Liquidated Damages

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

N/A

(Use additional or supplemental pages as needed)

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

Full Legal Company Name: The Bait Shack, LLC

**ATTACHMENT "3-D"
KEY PERSONNEL LIST**

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes and applicable certificates for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience
Rick Burres	Owner	8	40
Cheryl Russom	Manager	4	10

Rick Burres

3780 Wahoo Drive
St. Augustine, Florida, 32084
904-377-4505 • BurresR@fsdbk12.org

LICENSES

- Commercial Bait Fisherman (LIC# 9097 RS BVM)
- Restricted Species License with a Bio Valve Endorsement
- Retail Saltwater Product Sales License (LIC# 2079301)

WORK EXPERIENCE

THE BAIT SHACK, St. Augustine, FL

Owner, November 2012 – Present

- Organize and manage various local community fishing related events
- Catch commercial bait to supplement store inventory
- Calculate inventory requirements based on sales and trends
- Design displays to make the store experience engaging for customers
- Arrange items in favorable positions and areas of the store for optimal sales
- Communicate with customers and employees regarding local fishing conditions and active areas for fishing
- Receive payment by cash, check, credit cards, vouchers, or automatic debits
- Issue receipts, refunds, credits, or change due to customers
- Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change
- Perform general office duties such as filing, answering telephones, and handling routine correspondence
- Prepare bank deposits by compiling data from cashiers, verifying and balancing receipts, and sending cash, checks, or other forms of payment to banks

Florida School for the Deaf and the Blind, St Augustine, FL

Warehouse Manager, 1993 to Present

- Maintains receiving, warehousing, and distribution operations by initiating, coordinating, and enforcing program, operational, and personnel policies and procedures
- Controls inventory levels by conducting physical counts; reconciling with data storage system
- Ensuring effective and safe use of warehouse equipment
- Ensuring safety of staff
- Motivating and disciplining staff
- Maintaining documentation and keeping accurate records of warehouse activities
- Assisting with deliveries where required

Charter Boat, Comachee Cove, St Augustine, FL

First Officer/Mate, 1984 to 2003

- With instruction and supervision from the Captain, become familiar with the handling characteristics of the vessel (maneuvering, docking, anchoring, etc) as well as the operation of critical systems (electronic navigation aids, steering, de-watering, safety apparatus, etc)
- Perform navigational watches while underway and safety/anchor/dock watches at other times
- Participate in the design and execution of emergency drills, generally taking charge of on-scene response actions Help ensure written drill reports are properly logged
- Coordinate with Captain to develop daily guest activity objectives and itineraries
- Assign guides to guest activities and issue equipment such as hand-held radios, fishing tackle, bear protection, etc Ensure all issued equipment is returned and maintained in good order
- Assist in cleaning, filleting, packing, and storing catch
- Prepare pre-season and post-season inventory reports of sport fishing gear, skiff equipment, bosun's stores At the end-of-season, thoroughly clean and prepare fishing equipment for storage Assist Captain in preparing an end-of-season Current Ship Maintenance Project (CSMP) list of items needing attention during the off-season

Hook line & Sinker Bait and Tackle Shop

Customer Service/Sales 1984 to 2003 (winter months)

- Answer telephones, direct calls, and take messages
- Communicate with customers, employees, and other individuals to answer questions, disseminate or explain information, take orders, and address complaints
- Deliver messages and run errands
- Inventory and order materials, supplies, and services
- Receive payment by cash, check, credit cards, vouchers, or automatic debits
- Issue receipts, refunds, credits, or change due to customers
- Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change
- Perform general office duties such as filing, answering telephones, and handling routine correspondence

Usina Fish Camp

Customer Service/Sales, 1980 to 1983

- Install parts, like hatches, marine hardware, metal trim, seats, cabinets, and windshields on fiberglass, aluminum, or wooden boats
- Answer telephones, direct calls, and take messages
- Communicate with customers, employees, and other individuals to answer questions, disseminate or explain information, take orders, and address complaints
- Receive payment by cash, check, credit cards, vouchers, or automatic debits
- Issue receipts, refunds, credits, or change due to customers

Cheryl Russom

766 Viscaya Boulevard
St. Augustine, Florida, 32086
904-501-1986 • cbr003@hotmail.com

WORK EXPERIENCE

THE BAIT SHACK, St. Augustine, FL

Store Manager, May 2017 – Present

- ✦ Prepare bank deposits by compiling data from cashiers, verifying and balancing receipts, and sending cash, checks, or other forms of payment to banks
- ✦ Prepare and process payroll
- ✦ Calculate, prepare, and issue bills, invoices, account statements, and other financial statements per procedures
- ✦ Answer telephones, direct calls, and take messages
- ✦ Maintain and update filing, inventory, mailing, and database systems, either manually or using a computer
- ✦ Communicate with customers, employees, and other individuals to answer questions, disseminate or explain information, take orders, and address complaints
- ✦ Complete work schedules, manage calendars, and arrange appointments
- ✦ Deliver messages and run errands
- ✦ Inventory and order materials, supplies, and services
- ✦ Receive payment by cash, check, credit cards, vouchers, or automatic debits
- ✦ Issue receipts, refunds, credits, or change due to customers
- ✦ Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change
- ✦ Perform general office duties such as filing, answering telephones, and handling routine correspondence

JNS FINANCIAL SERVICES OF FLORIDA, St. Augustine, FL

HUD Counselor, Payroll, Accounts Payable and Receivable, Apr 2015 – May 2017

- ✦ Manage loan modification process for mortgage holders by working with clients to prepare documentation packages and with banks and attorneys to ensure processing and communication
- ✦ Prepare bank deposits by compiling data from cashiers, verifying and balancing receipts, and sending cash, checks, or other forms of payment to banks
- ✦ Calculate, prepare, and issue bills, invoices, account statements, and other financial statements per procedures
- ✦ Prepare and process payroll
- ✦ Perform general office duties such as filing, answering telephones, and handling routine correspondence

W.H. O'CONNELL AND ASSOCIATES, PA, St. Augustine, FL

Payroll Specialist, Oct 2006 – Mar 2015

- ✦ Review time sheets, work charts, wage computation, and other information to detect and reconcile payroll discrepancies
- ✦ Process paperwork for new employees and enter employee information into the payroll system
- ✦ Verify attendance, hours worked, and pay adjustments, and post information onto designated records
- ✦ Compute wages and deductions, and enter data into computers
- ✦ Record employee information, such as exemptions, transfers, and resignations, to maintain and update payroll records
- ✦ Process and issue employee paychecks and statements of earnings and deductions
- ✦ Compile employee time, production, and payroll data from time sheets and other records
- ✦ Distribute and collect timecards each pay period
- ✦ Issue and record adjustments to pay related to previous errors or retroactive increases
- ✦ Keep informed about changes in tax and deduction laws that apply to the payroll process
- ✦ Conduct verifications of employment
- ✦ Prepare and balance period-end reports, and reconcile issued payrolls to bank statements
- ✦ Complete, verify, and process forms and documentation for administration of benefits such as pension plans, and unemployment and medical insurance
- ✦ Coordinate special programs, such as United Way campaigns, that involve payroll deductions

General Office Duties, Oct 2006 – Mar 2015

- ✦ Operate office machines, such as photocopiers and scanners, facsimile machines, voice mail systems, and personal computers
- ✦ Answer telephones, direct calls, and take messages
- ✦ Maintain and update filing, inventory, mailing, and database systems, either manually or using a computer
- ✦ Communicate with customers, employees, and other individuals to answer questions, disseminate or explain information, take orders, and address complaints
- ✦ Complete work schedules, manage calendars, and arrange appointments
- ✦ Deliver messages and run errands
- ✦ Inventory and order materials, supplies, and services
- ✦ Troubleshoot problems involving office equipment, such as computer hardware and software

OUTBACK STEAKHOUSE, St. Augustine, FL

Hostess/Server, Jan 1994 – Jan 2008

PUBLIX SUPERMARKET, St. Augustine, FL

Cashier/Front Office Cashier, Jan 1990 – Jan 1994

- ✦ Receive payment by cash, check, credit cards, vouchers, or automatic debits
- ✦ Issue receipts, refunds, credits, or change due to customers
- ✦ Assist customers by providing information and resolving their complaints
- ✦ Maintain clean and orderly checkout areas and complete other general cleaning duties, such as mopping floors and emptying trash cans
- ✦ Request information or assistance using paging systems
- ✦ Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change
- ✦ Monitor checkout stations to ensure that they have adequate cash available and that they are staffed appropriately
- ✦ Cash checks for customers

EDUCATION

St. Augustine High School, St. Augustine, FL

- ✦ High School Diploma with College Credits

ADDITIONAL SKILLS

- ✦ Proficient in use of QuickBooks PRO, Microsoft Word and Google Chrome
- ✦ Excellent Communication Skills inside and outside of the workplace
- ✦ Client-oriented
- ✦ Exceptional organizational skills

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

**ATTACHMENT "3-E"
The Bait Shack, LLC
LIST OF PROPOSED SUB-CONTRACTORS**

Each Respondent shall provide any and all Sub-Contractors or major materials suppliers proposed to perform any portion of work specified herein. Attach brief but comprehensive resumes for each sub-consultant listed below. All proposed Sub-Contractors are subject to approval by the County.

DIVISION OF WORK

NAME AND ADDRESS OF SUB-CONTRACTORS

None

None

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

**ATTACHMENT "3-F"
The Bait Shack, LLC
EQUIPMENT INVENTORY**

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

Equipment Description	Model #	Age of Equipment	Owned / Leased
Live Bait Tanks (x8)	None	8 Years	Owned
GE Stand up Freezer	GEFUF17SUARWN	5 Years	Owned
Frigidaire Stand up Freezer	FFFH20F2QWF	1 Year	Owned
Frigidaire Stand up Freezer	FFFH20F2QWF	1 Year	Owned
Commercial Air Compressor		8 Years	Owned
True 3-door Drink/Food Cooler	GDM-72	8 Years	Owned
Pump	Myers 1.5HP	2 Years	Owned
Store Inventory	Various		Owned

(Add additional sheets as necessary)

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

**ATTACHMENT "3- G"
The Bait Shack, LLC
RELATED EXPERIENCE**

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

The Bait Shack, LLC was formed in 2012 as a Florida Limited Liability Company for the express purpose of beginning operations under contract with St. Johns County as the incumbent **Bait Store at Vilano Beach Boat Ramp** concession operator.

Rick Burres began fishing as a young boy and never stopped. After several decades as a licensed commercial fisherman Rick was awarded the contract to operate the **Bait Store at Vilano Beach Boat Ramp** with an initial monthly rent of \$100.00. In Rick's second to third year he had grown the business sufficiently that he voluntarily raised the monthly rent to the County to \$300 per month and a year later assumed responsibility for cleaning and supplying the two public rest rooms located at the ramp – thereby saving the County a minimum of \$2,500.00 annually.

Although business has plateaued during the past three years due to increased competition, dredging operations, multiple hurricanes, and the impact of COVID-19, Rick has been able to keep business steady due to his excellent reputation and involvement in the local fishing community.

Rick Burres, the owner of The Bait Shack, LLC is active in the fishing community and regularly sponsors, organizes, and participates in various fishing competitions, contests, activities, and charitable events. Some of the local charity events sponsored by the Bait Shack include:

- Weigh-in Host
1st Annual (2020) St. Johns Police Athletic League – Redfish Tournament
<https://www.stjohnspal.org/>
- Annual Sponsor
Anglers for a Cure – Annual Inshore Slam Tournament
<https://www.anglersforacure.org/>
- Annual Sponsor
Fishing for Dreams – Annual Fishing for Dreams Tournament
<http://fishingfordreams.org/>
- Annual Sponsor
Bigg Sam Slam – Annual Bigg Sam Slam Challenge
<https://www.biggsamslam.com/>
- Ongoing Tournament "Weigh-in" location
Ancient City Game Fish Association (ACGFA)
<https://www.acgfa.com/>
- Annual Sponsor
Ancient City Game Fish Association (ACGFA) – Free Kids Clinic & Fishing Event
<https://www.acgfa.com/>



Cheryl Russoni with her brother Rick Burres and his first fish.

REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

ATTACHMENT "3-H"
The Bait Shack, LLC
REFERENCES

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

1. Reference Company Name: Crabby Dave
Date(s) of Service: 2012-Present
Project Information (Type of Study): Live Shrimp Vendor
Primary Reference Contact Name and Title: _____
Contact Phone Number: 380-426-8679
Contact Email Address: _____

2. Reference Company Name: Burkhardt Sales & Service
Date(s) of Service: 2016-Present
Project Information (Type of System): Beer Sales
Primary Reference Contact Name and Title: Donnie Ward, Sales Representative
Contact Phone Number: 904-378-6077
Contact Email Address: _____

3. Reference Company Name: Dunkin Baits
Date(s) of Service: 2012-Present
Project Information (Type of System): Frozen Bait Vendor
Primary Reference Contact Name and Title: _____
Contact Phone Number: 386-527-5866 / 386-212-9984
Contact Email Address: _____

4. Reference Company Name: Gulf Stream Lures
Date(s) of Service: 2012-Present
Project Information (Type of System): Wholesale Tackle
Primary Reference Contact Name and Title: Vincent Scarduzio, Sales Agent
Contact Phone Number: 772-334-4554 / 561-512-6374
Contact Email Address: gulfstreamlures@att.net

5. Reference Company Name: Big Rock Sports
Date(s) of Service: 2013-Present
Project Information (Type of System): Wholesale tackle
Primary Reference Contact Name and Title: Dan Matarazzo, Area Sales Manager
Contact Phone Number: 252-808-3500
Contact Email Address: dmataraz@bigrocksports.com

Section 4: Proposal Forms

- ✓ 4-A. Approach to Services/Methodology
- ✓ 4-B. Proposed Menu Items
- ✓ 4-C. Official Proposal

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

Full Legal Company Name: The Bait Shack, LLC

**ATTACHMENT "4-A"
APPROACH TO SERVICES / METHODOLOGY
(Attach or insert copy here)**

The mission of Rick Burres and The Bait Shack is to be the best, most visible, fishing product and information resource in the St. Augustine area so that anglers plan to stop at the store as an important step in their day of fishing to partake in the wide selection of fishing products and bait as well as information on fishing conditions and locations.

To this end, Rick Burres knows that customers are not in his shop to browse. They need the right product or the best information on where to fish. Rick has been an avid fisherman both commercially and in the area for the past 40+ years and his knowledge of industry trends, bait and tackle applications, and local fishing conditions and locations are unmatched. This enables The Bait Shack to give quality information and recommendations on fishing conditions, locations, bait, and tackle to experienced local fisherman, customers who are new to fishing, and anglers new to the area.

Rick's goal and approach in the operation of The Bait Shack is to offer exceptional service and get the customers on their way so they can enjoy a day of fishing.

REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

ATTACHMENT #4B
The Bait Shack, LLC
PROPOSED MENU ITEMS

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

Candy - Various

Chips - Various

Snacks - Various

Beer - Various

Soft Drinks - Various

Water

"Dandee" Sandwiches - Various, Seasonal

REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

ATTACHMENT "4-C"

OFFICIAL PROPOSAL FORM

CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

Payments to County:

PROPOSED MONTHLY RENT \$ \$400.00*
Amount Written in Numerals:

Four Hundred Dollars and 00.00*
Amount Written in Words

The Concessionaire shall pay to the County the proposed monthly rent stated herein, plus any and all applicable taxes for operation and management of the concession and bait shop at Vilano Beach Boat Ramp. The monthly payment shall be remitted by the Concessionaire to St. Johns County, on or before the first (1st) day of each month for the preceding month. Late payment 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.

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

No.: 1 Date Received: 11/3/2020 No.: _____ Date Received: _____
No.: _____ Date Received: _____ No.: _____ Date Received: _____

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

FULL LEGAL COMPANY NAME: The Bait Shack, LLC

MAILING ADDRESS: 101 Vilano Causeway St. Augustine, FL 32084

MINORITY OR WOMAN OWNED BUSINESS: No

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: [REDACTED]

SIGNATURE OF AUTHORIZED REPRESENTATIVE: [REDACTED]

Rick Burres

(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: Owner

DATE OF SIGNATURE: 11/18/2020

TELEPHONE AND FAX NO: 904-377-4505

EMAIL ADDRESS: cbr003@hotmail.com

* Plus the costs associated with the routine cleaning and supply of the Public Rest Rooms.

Section 5: Administrative Information

- ✓ Drug Free Work Place Form
- ✓ RFP Affidavit
- ✓ RFP Affidavit of Solvency
- ✓ Conflict of Interest Form
- ✓ Copies of all issued Addenda

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

Company Name: The Bait Shack, LLC

St. Johns County Board of County Commissioners

DRUG-FREE WORKPLACE FORM

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

The Bait Shack, LLC does:

Name of Firm

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

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


Signature

November 18, 2020

Date

REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

AFFIDAVIT

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

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

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

STATE OF Florida COUNTY OF St Johns Before me, the undersigned authority, personally appeared Rick Burres who, being duly sworn, deposes and says he is (Title) of Owner of The Bait Shack, LLC (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No. 21-27- CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP.

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

[Redacted Signature]

(Proposer)

By Rick Burres

Owner

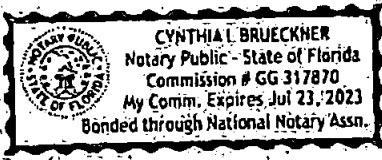
(Title)

STATE OF Florida
COUNTY OF St. Johns

Subscribed and sworn to before me this 18 day of November, 2020, by Rick Burres who personally appeared before me at the time of notarization, and who is personally known to me or who has produced N/A as identification.

Notary [Redacted]

My commission expires: July 23, 2023



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

REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

AFFIDAVIT OF SOLVENCY

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

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

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 18 day of November 2020


Signature of Affiant

STATE OF Florida

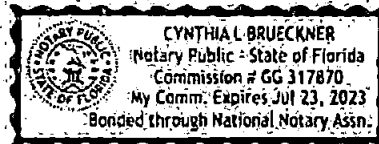
COUNTY OF St Johns

Subscribed and sworn to before me this 18th day of November 2020 by Rick Burres
who personally appeared before me at the time of notarization, and who is personally known to me or who has produced
N/A as identification.

Notar

My commission expires

July 23, 2023



REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

Company Name: The Bait Shack, LLC

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

Project (RFP) Number/Description: RFP No 21-27: CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

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

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

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

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

Please check the appropriate statement:



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



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

Legal Name of Respondent: The Bait Shack, LLC

Authorized Representative(s):


Signature

Rick Burres, Owner

Print Name/Title


Signature

Cheryl Russom, Manager

Print Name/Title



St. Johns County Board of County Commissioners

Purchasing Division

October 30, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP 21-27; Concession and Bait Store Rental at Vilano Beach Boat Ramp

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal.

THE RFP DUE DATE HAS BEEN CHANGED TO NOVEMBER 19, 2020 AT 4:00 PM (EST).

Acknowledgment

Sincerely,

[Redacted Signature]

11-18-20

[Redacted Signature]

Signature and Date

Shelly Vongchanta

Rick Burres, Owner

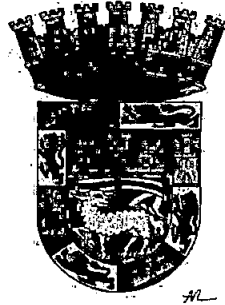
Procurement Coordinator

Printed Name/Title

The Bait Shack, LLC

Company Name (Print)

END OF ADDENDUM NO. 1



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

RFP NO: 21-27

REQUEST FOR PROPOSALS

**CONCESSION AND BAIT STORE RENTAL AT
VILANO BEACH BOAT RAMP**

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

FINAL: 10/8/20

RFP NO: 21-27; CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

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RFP NO: 21-27; CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 21-27 – Concession and Bait Store Rental at Vilano Beach Boat Ramp**. Interested and qualified respondents may submit RFP Packages, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. **All RFP Packages are due by or before 4:00PM (EST) on Thursday, November 5, 2020.** Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is currently seeking proposals from qualified and experienced vendors for the concession and bait store rental at Vilano Beach Boat Ramp, located at 101 Vilano Causeway, St. Augustine, FL 32084, under the general direction of the St. Johns County Parks and Recreation Department.

Scope of Work: The awarded vendor shall be responsible for performing any and all labor, materials, equipment, personnel, and transportation to operate and manage a bait store, maintaining all equipment and furnishings, upkeep and maintenance of the facility and restrooms, to include daily cleaning.

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # 21-27. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx>. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

Minimum Qualifications: Respondents must be currently licensed to do business in the State of Florida, must demonstrate proper licensing and certification in accordance of Chapter 509, Florida Statutes, and must have a minimum of one (1) year experience in operating and/or managing a concession or bait shop in the past five (5) years, and show proof thereof in each copy of the submitted RFP Package. Respondents must also possess a Beer and Wine License on Premises (2COP) issued by the Florida Department of Business and Professional Regulation and a Possession and Consumption of Alcoholic Beverages on Public Property permit issued by St. Johns County.

Questions: Any and all questions or requests for information relating to this Request for Proposals shall be **submitted in writing** by or before four o'clock (4:00PM) on October 26, 2020 to the Designated Point of Contact provided below:

Designated Point of Contact: Shelly Vongchanta, MBA, C.P.M.
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: svongchanta@sjcfl.us
Fax: (904) 209-0167

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Purchasing Manager, at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services. According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

RFP Packages **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFP 21-27 – Concession and Bait Store Rental at Vilano Beach Boat Ramp.** Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) hard-copy original and one (1) exact electronic PDF copy on a USB Drive which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FL
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPROLLER

BY: _____
DEPUTY CLERK

RFP NO: 21-27; CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

PART II: INTRODUCTION

A. PURPOSE

St. Johns County Purchasing Department is accepting sealed Request for Proposals (RFP) packages from interested, qualified and experienced vendors for the concession and bait store rental at Vilano Beach Boat Ramp, located at 101 Vilano Causeway, St. Augustine, FL 32084, under the general direction of the St. Johns County Parks and Recreation Department.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	October 14, 2020
Deadline for Questions / Requests for Information/Clarifications	October 26, 2020
Issuance of Final Addendum	October 29, 2020
Due Date for Submittal of RFP Packages	November 5, 2020
Evaluation Meeting for submitted RFP Packages	November 12, 2020
BOCC Meeting for Approval of Award to Recommended Firm	December 15, 2020
Negotiation of Contract	December 22, 2020
Award of Contract	December 30, 2020

C. DUE DATE & LOCATION

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00PM) on Thursday, November 5, 2020**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened. Packages must comply with the submittal format as provided herein in Section IV of this RFP Document. The County reserves the right to reject any submitted packages that do not comply with the requirements set forth herein.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact provided below:

Designated Points of Contact: Shelly Vongchanta, MBA, C.P.M.
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: svongchanta@sjcfl.us
Fax: (904) 209-0167

In the event the Designated Point of Contact, provided above, is absent, or unavailable for more than three (3) business days, interested firms may contact Leigh Daniels, CPPB, Purchasing Manager, at ldaniels@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication may result in disqualification from consideration for award of a contract for these services.

E. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before four o'clock (4:00PM) EST on October 26, 2020. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

F. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County-issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

G. EQUAL EMPLOYMENT OPPORTUNITY

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

H. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

I. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

J. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

PART III: SERVICE REQUIREMENTS

A. GENERAL INFORMATION

St. Johns County is located in the upper northeast part of Florida and its headquarters is in St. Augustine. St. Johns County is soliciting sealed Request for Proposals (RFP) packages from interested, qualified and experienced vendors for the concession and bait store rental at Vilano Beach Boat Ramp, located at 101 Vilano Causeway, St. Augustine, FL 32084, under the general direction of the St. Johns County Parks and Recreation Department.

B. SCOPE OF WORK

The awarded vendor shall be responsible for performing any and all labor, materials, equipment, personnel, and transportation to operate and manage a bait store, maintaining all equipment and furnishings, upkeep and maintenance of the facility and restrooms, to include daily cleaning.

Responsibilities of the Concessionaire:

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

General

- The Concessionaire shall be responsible for paying any and all sales taxes, governmental taxes, and other charges pertaining to the sale of food, beverages, fishing bait, tackle and other related items required to support the fishing and boating sport.
- The successful Concessionaire will not be allowed to use the St Johns County name in the operation of their business. It is further understood that the Concessionaire business name be provided to St Johns County prior to award of the contract.
- The Concessionaire will be responsible for all gas, internet, cable and electrical power necessary to operate and manage the bait store and concessions.
- The Concessionaire shall be required to provide, at the Concessionaire's expense, all merchandise and inventory pertaining to the sale of food, beverages, fishing bait and tackle and other related items
- Concessionaire shall be required to provide, at a minimum, snack items, hot/cold sandwiches and hot/cold beverages. The menu furnished by the Concessionaire shall require approval by the SJC Parks and Recreation Department, or designee(s), prior to the effective date of the contract. Any proposed changes to the menu shall require such approval prior to advertisement of said changes.
- **Management & Supervision:** The Concessionaire shall be responsible for properly staffing the concession to provide satisfactory service to patrons, supervising all cooking and/or food preparation, maintaining the cleanliness and order of the concession, and collecting all trash in and around the concession for disposal. All staff shall be required to obtain and maintain throughout the duration of the contract, any and all certifications required for performing food preparation services in the concession, in accordance with Chapter 509, Florida Statutes, and all other applicable federal, state, and local, regulations, laws and codes.
- **Hours of Operation:** The Concessionaire shall be responsible for operating the concession, during the proposed hours of operation as submitted in their RFP package.
- **Sales:** The Concessionaire shall sell menu items at advertised prices that have been approved by St. Johns County. The Concessionaire shall be responsible for maintaining records of all sales made, and shall be required to provide a copy of the sales tax report furnished by the Concessionaire to the State Department of Revenue no later than the 20th of each month. The Concessionaire shall also provide a monthly summary of all sales made by or on behalf of the Concessionaire to the County upon request.

- **Facility:** The St Johns County owned building is 23'11" by 27'6". The concession area of this building is 23'11" by 10'10" with the difference in area being the restrooms. The Concessionaire shall be required to clean and maintain the facility and restrooms on a daily basis throughout the duration of the contract. Any and all trash or other debris in and around the concession shall be picked up on a daily basis and disposed of properly in a County provided dumpster for collection. The concession area shall be maintained in a clean state at all times in accordance with local state and federal health codes, including wiping tables, sweeping, and mopping. The restrooms are to be cleaned on a daily basis, and shall remain open twenty-four (24) hours a day, seven (7) days a week.

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

- **Safety:** The Concessionaire shall ensure that all employees are provided a safe work environment in compliance with all OSHA standards and local, state and federal laws and that all employees comply with the Occupational Safety and Health Act of 1970, as amended, as well as all applicable local, state and federal laws, ordinances, codes, regulations and requirements. The Operator shall be responsible for maintaining the premises in a clean, orderly and sanitary condition as required by the hygiene codes and standards of the Florida Department of Business and Professional Regulations (DBPR), the Department of Agriculture and Consumer Services (DACS), and the Department of Health (DOH) <http://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-managercodestandards.html>.
- **Equipment:** The Concessionaire shall be required to own, lease or rent any and all equipment necessary to provide the required services included under the Contract Agreement.

The Concessionaire shall be responsible for maintaining any and all necessary equipment to provide the required services throughout the duration of the Contract. Any and all kitchen and food prep equipment must be provided by the Concessionaire, and shall remain the property of the Concessionaire throughout the duration of the Contract. Any and all maintenance to all equipment utilized for services provided under this Contract shall be the sole responsibility of the Concessionaire. Any and all equipment provided by the Concessionaire must not cause any damage to any County facility or fixtures. Any damage to County facilities or fixtures caused by equipment provided by the Concessionaire shall be the responsibility of the Concessionaire to repair and/or replace as needed.

- **Reporting/Records:** The Concessionaire shall be required to maintain any and all records pertaining to the operation and management of the concession, including, but not limited to, sales, maintenance, improvements, equipment, staffing, inventory, and all other records, throughout the duration of the contract. The County may, at any time, inspect or request copies of any and all documents, records, logs, statements, etc., pertaining to the operation and management of the concession. If an audit is made necessary due to the Concessionaire's failure to furnish timely reports, records, or other information, the Concessionaire shall be required to reimburse the County for all costs related to any audit or inspection.
- **Award:** The parties expressly agree that no part of the business is owned and/or operated by the County. The space shall be rented to the awarded Respondent as an Independent Contractor providing food and drink, fishing bait, tackle and other related supplies to the general public in a competitive atmosphere. Nothing in the lease agreement shall be construed as creating a partnership between the County and the Concessionaire, or constitutes Concessionaire as an agent of the County.

The specifications in this Request for Proposal are intended to be broad in scope to allow each Respondent to develop a plan and project that is workable and sustainable. However, the County reserves the right to negotiate with one or several respondents, and to reject any or all proposals, or enter into an agreement with a firm that is in the best interest of the County.

Responsibilities of the County:

- The County shall be responsible for the maintenance of the exterior of all buildings.
- The County shall be responsible for major cleaning of the pavilions, sidewalks, mowing and parking lot maintenance.
- The County shall provide water and dumpster(s) necessary for the operation of the Concessions facility.

Staff/Employees:

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

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

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

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

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

Appropriate Conduct

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

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

- Negligence.
- Inefficiency.
- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee
- Tardiness or lack of punctuality

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

Licenses, Permits & Fees

The Concessionaire shall be responsible for acquiring, maintaining, and displaying any and all licenses, certifications, permits; and paying any and all fees as required to provide the services described herein. Concessionaire 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.

Set Up & Breakdown of Facility

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

During the last contract renewal, if exercised, no later than thirty (30) days prior to the expiration date of the contract the Concessionaire shall begin coordinating with the SJC Real Estate Department to determine when the breakdown of the concession shall take place. The County will allow an acceptable period of time, which shall be established during coordination efforts, for the Concessionaire to breakdown the appliances, fixtures, supplies and merchandise to clear the location by or before the expiration date of the contract.

Payments to County:

The Concessionaire shall be required to pay the monthly rent, as proposed in the RFP submittal herein, plus any and all applicable taxes on or before the first (1st) day of each month for the preceding month. Late payment 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. The rent amount may be evaluated on an annual basis and, based on sales receipts, may be increased at the sole discretion of the County.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFP is to select the number one ranked firm through the evaluation process and to award a contract to that firm, if negotiations are successful. It is anticipated the County will issue a professional services contract for the duration of the project. The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County, and agreed upon by both parties.

If awarded, the initial Contract Term shall be for a period of three (3) years, with the opportunity to renew the contract for up to three (3) one-year contract renewal periods, upon satisfactory performance by the awarded firm, mutual agreement by both parties, and the availability of funds. The renewal or extension of this Contract Agreement beyond the stated term shall be contingent upon satisfactory performance by the awarded firm and the approval of the County Administrator, or his designee.

After award and execution of the Contract the Concessionaire will have access to the concession area on or about January 1, 2021 to begin preparation/alterations/additions for the anticipated commencement of operations. Operations are anticipated to commence on or about February 1, 2021.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement 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 Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. 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 Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

B. CONTRACT AWARD:

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

C. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded firm, County Staff may review records of performance to ensure that the awarded firm 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 an awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

D. TERMINATION

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

In addition to the above, the County may terminate the Contract Agreement, or policy, at any time, without cause, upon sixty (60) days written notice to the awarded firm.

In the event of termination of the Contract Agreement, or policy, for any reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the awarded firm shall refund the excess of paid fees or other consideration to St. Johns County, within thirty (30) days from the effective date of termination.

E. GOVERNING LAWS & REGULATIONS:

It shall be the responsibility of the awarded firm 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 Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

F. LICENSES, PERMITS & FEES

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

G. INSURANCE REQUIREMENTS

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

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

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

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

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

H. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Sub- Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

I. SUB-CONTRACTORS:

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 5: Experience / Expertise and References, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If no sub-contractors are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

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

The County reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

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

J. BACKGROUND SCREENINGS

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

- a.) Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- b.) Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.
- c.) Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, entered into a pre-trial intervention in a felony case, or have been found guilty of any crimes involving drugs and/or theft may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.
- d.) The awarded Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.
- e.) Any and all Sub-Contractors performing work under the direction of the Contractor shall be required to comply with the same background check requirements as provided herein.

PART V: RFP SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

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

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

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that solicitation Respondents must meet in order to be eligible to submit a proposal. Responses must clearly show compliance to these minimum qualifications.

Respondents must be currently licensed to do business in the State of Florida, must demonstrate proper licensing and certification in accordance of Chapter 509, Florida Statutes, and must have a minimum of one (1) year experience in operating and/or managing a concession or bait shop facility within the past (5) years, and show proof thereof in each copy of the submitted RFP Package. Respondents must also possess a Beer and Wine License on Premises (2COP) issued by the Florida Department of Business and Professional Regulation and a Possession and Consumption of Alcoholic Beverages on Public Property permit issued by St. Johns County.

Respondents must submit supporting documentation establishing number of years in business such as business licenses and (if applicable) a Sunbiz report with the company registered as "Active".

Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on **Attachment "3-A"**, Licenses, Permits, and Certifications, provided herein:

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

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

C. RFP PACKAGE SUBMITTAL FORMAT

The RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	Cover Page
2	Cover Letter
3	Qualifications and Experience

D. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

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

In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

IF THE 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:

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

F. USE OF COUNTY LOGO

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

G. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

H. RFP PACKAGE COMPONENTS

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original hard copy original on and one (1) exact electronic copy on USB drive, submitted in a sealed envelope or container labeled with Company name and RFP Number and name. Additionally, all headings, sections and sub-sections shall be identified appropriately. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

Section 1: RFP Package Cover Page (Complete and Submit)

Section 2: Cover Letter

The cover letter should provide the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract.
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package.
- Highlights of the Respondent's qualifications and ability to perform the project services
 - Profile – Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations
- Indicate whether proposer has ever filed an administrative or judicial action with any State agency or State court, and if so, what were the grounds/reasons, and what was the ultimate outcome?
- A brief statement of the respondent's understanding of the services required.

Section 3: Qualifications & Experience (Attachments 3-A through 3-H)

In this section, Respondent shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under this contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Respondent for services similar in size, scope and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Respondent.

Respondent must also provide the following documentation in this section of the submitted RFP Package:

3-A. Licenses/Permits/Certifications

In this section of the package, each Respondent shall provide a list and copies of all current licenses and certifications. Minimum documentation shall be shown by completing and submitting **Attachment "3-A"** – Licenses/Permits/Certifications.

- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Permit(s) for Operation of a Concession
- Current Applicable Certification(s)

3-B. Certificate of Insurance

In this section, Respondents shall provide copies of Certificate(s) of Insurance providing evidence of all coverages as specified in Section IV above and submitted as **Attachment "3-B"** – Certificates of Insurance. (Prior to issuance of an executed contract, awarded respondent shall provide a Certificate of Insurance naming St. Johns County as "Additional Insured".)

3-C. Claims, Liens, Litigation History

In this section of the package, each Respondent shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment "3-C"** – Claims, Liens, and Litigation History.

3-D. Key Personnel

In this section of each Respondent shall submit evidence of qualified personnel who are proposed to perform the scope of work by completing all information and submitting **Attachment "3-D"** – Key Personnel List. Brief comprehensive resumes should be provided for each staff member listed including current applicable certifications.

3-E. Proposed Sub-Contractors

In this section, each Respondent shall submit evidence of qualified Sub-Contractors proposed to perform any portion of work specified herein by completing all information and submitting **Attachment "3-E"** – List of Proposed Sub-Contractors. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each Sub-Contractor listed. All proposed Sub-Contractors are subject to approval by the County.

3-F. Equipment Inventory

In this section, each Respondent shall submit an inventory of equipment including description, model numbers, age of equipment, and identify if the equipment is owned or leased by completing all information and submitting **Attachment "3-F"** – Inventory of equipment.

3-G. Related Experience

In this section, each Respondent shall provide a written narrative providing evidence of a minimum of one (1) year experience successfully operating and/or managing a concession or bait shop by submitting **Attachment "3-G"** – Previous Experience.

3-H. References

In this section each Respondent shall provide a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. Each Respondent must include **Attachment "3-H"** –

References in this section. References must include the primary contacts for the projects listed in the narrative for Section "3-G".

References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

Section 4: Proposal Forms

In this section, each Respondent shall demonstrate the methodology to be used to approach the performance of operation and management of the concession. Respondents shall explain strategies for marketing, operation of the concession, methods on staffing, proposed menu items, seasonal strategies, etc., by providing the following documentation in this section of the submitted RFP Package:

4-A. Approach to Services/Methodology

Each Respondent shall provide a written narrative describing the proposed approach to services and methodology to be used for the performance of operation and management of the concession by submitting **Attachment "4-A"** – Approach to Services/Methodology. The narrative must include a detailed work plan that addresses strategies for marketing, operation of the concession, methods on staffing, seasonal strategies, etc. The objective of the work plan is to demonstrate the Respondent's ability to logically plan for and provide services to successfully operate and manage a concession.

4-B. Proposed Menu Items

Each Respondent shall provide a menu, with pricing, for proposed food items the Respondent is proposing to offer at the concession, by submitting **Attachment "4-B"** – Proposed Menu Items

4-C. Official Proposal

Each Respondent shall agree, if awarded the Contract, to pay to County the established monthly rent as proposed in their RFP submittal herein, plus any and all applicable taxes for the operation and management of the concession and bait shop at Vilano Beach Boat Ramp. The monthly payment shall be remitted by the Concessionaire to St Johns County on or before the first (1st) day of each month for the preceding month. Late payment penalties of twenty dollars (\$20.00) per day shall begin on the sixteenth (16) day of each month, and shall continue every day thereafter until the rent is paid. Respondents shall complete and submit **Attachment "4-C"** – Official Proposal.

Section 5: Administrative Information

- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and Submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Form (Complete and Submit)
- Copies of all issued Addenda (Acknowledge and Submit)

I. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each Respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any Respondent who is not responsive to the requirements of this Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

J. EVALUATION OF RESPONSES

All properly submitted RFP Packages that are determined to be responsive to the requirements of this RFP shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all responsive RFP Packages submitted, an electronic copy of the RFP Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, RFP Packages individually, with no interaction or communication with any other individual. Evaluators' scores shall be announced at a public Evaluation Meeting.

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

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

K. EVALUATION CRITERIA

It is the intention of St. Johns County to evaluate, and rank the Respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points Per Evaluator:</u>
A. Income/Benefit to the County	20
B. Financial Stability	20
C. Prior Experience and Capability	20
D. Menu Choices/Pricing/Staffing/Service Program	20
E. Program Concepts and Approach	20
F. References	10
Total Maximum Points Possible:	110

- **Income/Benefit to the County** – Criteria will be based upon total cost benefit to the County.
- **Financial Stability** – Criteria shall be reflective of Concessionaire’s demonstrated financial status and ability to finance any and all proposed service operations
- **Prior Experience and Capability** – Concessionaire will be evaluated on their demonstrated operational capabilities, stressing the ability to provide and manage the required food and beverage/snack bar, bait and tackle sales and responsibilities. Concessionaire’s demonstrated experience and compliance with the minimum qualifications for similar snack bars, bait and tackle operations will be considered as well as overall proposal quality.
- **Menu Choices/Pricing/Staffing/Service Program** – Concessionaire should have adequate staffing/number of employees included in their proposal. Concessionaire’s proposal will be evaluated based upon the nature and extent of the menu and beverage selection, appropriateness of pricing, overall food and beverage program and related services to be offered to the sports fishermen and general public alike.
- **Program Concepts and Approach** – Concessionaire shall show their full understanding of the St Johns County Vilano Causeway Boat Ramp concessional needs, as impacted by the site’s physical characteristics and operating schedule. Examples include possible daily menus to draw business and/or special bag lunches for boaters.
- **References** – The County’s designated Official, or other designated individual will contact and rank references, to avoid duplication.

L. PRESENTATION BY SHORT-LISTED FIRMS

In the event the Evaluation Committee and Purchasing Department determines that presentations from short-listed firms are necessary to make a final recommendation, short-listed firms will be notified by the County. Presentation will be evaluated by the Evaluation Committee, and the scores from each Evaluator shall be added to the points awarded for each firm, to determine the Total Score for each firm. The criteria by which presentations will be scored will be provided to the short-listed firms with the above referenced notification by the County.

M. RECOMMENDATION FOR AWARD

It is the intent of County Staff to make a recommendation for award to the St. Johns County Board of County Commissioners for the highest ranked firm based on the evaluation of responsive, submitted RFP Packages.

Recommendation shall be to approve the award and authorize the negotiations with the highest ranked firm, and upon successful negotiations, enter into a Contract Agreement. If negotiations with the highest ranked firm are unsuccessful, the County reserves the right to discontinue negotiations with the highest ranked firm and begin negotiations with the subsequently ranked firms until agreement can be reached over terms and conditions, or until the County determines that continuing with negotiations is not in the best interest of the County.

N. PROTEST PROCEDURES

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

**RFP NO: 21-27; CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP
PART VII: FORMS/ATTACHMENTS**

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

COVER PAGE

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

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

FULL LEGAL NAME OF COMPANY: _____

MAILING ADDRESS: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

Company Name: _____

St. Johns County Board of County Commissioners

DRUG-FREE WORKPLACE FORM

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

_____ does:
Name of Firm

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

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

Signature

Date

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

AFFIDAVIT

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

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

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

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 21-27; CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP.

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

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

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

Notary Public

My commission expires:

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

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

AFFIDAVIT OF SOLVENCY

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

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

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

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

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

Notary Public

My commission expires:

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

ATTACHMENT "3- B"

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; G. Insurance Requirements (Page 12).

CERTIFICATES OF INSURANCE
(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

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

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

Description of every action Captions of the Litigation or Arbitration _____

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

Amount actually recovered, if any: _____

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

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

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

Yes _____ No _____ If yes, please explain in detail:

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

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

Liquidated Damages

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

(Use additional or supplemental pages as needed)

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CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

ATTACHMENT "3-E"

LIST OF PROPOSED SUB-CONTRACTORS

Each Respondent shall provide any and all Sub-Contractors or major materials suppliers proposed to perform any portion of work specified herein. Attach brief but comprehensive resumes for each sub-consultant listed below. All proposed Sub-Contractors are subject to approval by the County.

DIVISION OF WORK

NAME AND ADDRESS OF SUB-CONTRACTORS

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
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ATTACHMENT "3- G"

RELATED EXPERIENCE

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

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ATTACHMENT "3-H"

REFERENCES

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

1. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of Study): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

2. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

3. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

4. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

5. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
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Full Legal Company Name: _____

ATTACHMENT "4-A"

APPROACH TO SERVICES / METHODOLOGY

(Attach or insert copy here)

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ATTACHMENT "4-B"

PROPOSED MENU ITEMS

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

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CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

ATTACHMENT "4-C"

OFFICIAL PROPOSAL FORM

CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP

Payments to County:

PROPOSED MONTHLY RENT \$ _____

Amount Written in Numerals

_____/100
Amount Written in Words

The Concessionaire shall pay to the County the proposed monthly rent stated herein, plus any and all applicable taxes for operation and management of the concession and bait shop at Vilano Beach Boat Ramp. The monthly payment shall be remitted by the Concessionaire to St Johns County on or before the first (1st) day of each month for the preceding month. Late payment 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.

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

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

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

FULL LEGAL COMPANY NAME: _____

MAILING ADDRESS: _____

MINORITY OR WOMAN OWNED BUSINESS: _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: _____

DATE OF SIGNATURE: _____

TELEPHONE AND FAX NO: _____

EMAIL ADDRESS: _____

PART VIII: OPTIONAL CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
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SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Cover Page		
Section 2	Cover Letter		
Section 3	Qualifications & Experience		
	Attachment "3-A" – Licenses/Permits/Certifications		
	Attachment "3-B" – Certificates of Insurance		
	Attachment "3-C" – Claims, Liens, Litigation History		
	Attachment "3-D" – Key Personnel List		
	Attachment "3-E" – List of Proposed Sub-Contractors		
	Attachment "3-F" – Equipment Inventory		
	Attachment "3-G" – Related Experience		
	Attachment "3-H" – References		
	Resumes of Key Personnel and Staff proposed to perform services		
Section 4	Proposal Forms		
	Attachment "4-A" – Approach to Services/Methodology		
	Attachment "4-B" – Proposed Menu Items		
	Attachment "4-C" – Official Proposal		
Section 5	Administrative Information (include the following):		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Conflict of Interest Form		
	Copies of all Acknowledged Addenda		

PART IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 21-27
CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP**

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

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	<u>21-27</u>
RFP TITLE:	CONCESSION AND BAIT STORE RENTAL AT VILANO BEACH BOAT RAMP
DUE DATE/TIME:	<u>November 5, 2020 @ 4:00 p.m.</u>
SUBMITTED BY:	<u>Company Name</u>
	<u>Company Address</u>
	<u>Company Address</u>
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine, FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

October 30, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP 21-27; Concession and Bait Store Rental at Vilano Beach Boat Ramp

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal.

THE RFP DUE DATE HAS BEEN CHANGED TO NOVEMBER 19, 2020 AT 4:00 PM (EST).

Acknowledgment

Sincerely,

Signature and Date

A handwritten signature in black ink, appearing to read "Shelly Vongchanta", written over a horizontal line.

Shelly Vongchanta

Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1