

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No. RFP 207

Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition/Project No: RQID1400132 TERM OF CONTRACT: 10 years + 5 year OTR

Requisition/Project Title: Lease and Operation of a Food Service Facility at the Richard E. Gerstein Justice Building

Miami-Dade County, as represented by the Internal Services Department – Procurement Management Services Division (ISD) and the Internal Services Department - Real Estate Development Division (REDD), is soliciting Proposals from experienced individuals, group(s), or company(s), to lease, develop, operate, and maintain a food service facility at the Richard E. Gerstein Justice Building, located at 1351 N.W. 12th Street, Miami, Florida, 33125. The County expects the selected Proposer to operate and maintain a restaurant that offers high nutritional meal options to employees and visitors. At a minimum, the selected Proposer shall provide breakfast and lunch options. Other food items, such as snacks and soft drinks, may also be sold.

User Department(s): ISD - REDD

Issuing Department: ISD/PM

Contact Person: Theo Carrasco

Phone: (305) 375-3421

Estimated Cost: N/A

Funding Source:

REVENUE GENERATING: Yes

ANALYSIS

Commodity/Service No: 918-52			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2nd YEAR</u>	<u>1st YEAR</u>
Contractors:	ABP Caribbean, Inc. d/b/a Bread Partners, Inc.	ABP Caribbean, Inc. d/b/a Bread Partners, Inc.	ABP Caribbean, Inc. d/b/a Bread Partners, Inc.
Small Business Enterprise:	No Measures	No Measures	No Measures
Contract Value:	\$614,593	\$104,000	\$52,000
Comments: ABP Caribbean, Inc. d/b/a Bread Partners, Inc. assumed the contract in 2005. Since then, it has paid the following as its minimum guaranteed rent for a total of \$614,593: <ul style="list-style-type: none"> • 2005 - \$52,000 • 2006 - \$52,000 • 2007 - \$52,000 • 2008 - \$61,389 • 2009 - \$64,420 • 2010 - \$64,420 • 2011 - \$64,420 • 2012 - \$66,807 • 2013 - \$68,137 • 2014 - \$69,000 			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

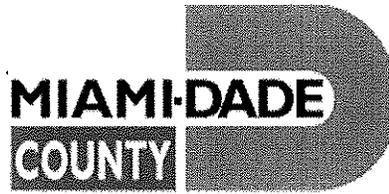
Signed:

Date to SBD: August 5, 2014

Date Returned to DPM: _____

RECEIVED
 DEPT. BUSINESS DEV.
 2014 AUG -5 PM 1:18

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR PROPOSALS (RFP) No. 00000
FOR
LEASE AND OPERATION OF A FOOD SERVICE FACILITY AT THE RICHARD E. GERSTEIN JUSTICE BUILDING**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2014 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Internal Services Department, Real Estate Development Division

COUNTY CONTACT FOR THIS SOLICITATION:

Theo Carrasco, Ph.D., CPPO, CPPB, Procurement Contracting Officer II
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3421
E-mail: tcarras@miamidade.gov

PROPOSAL RESPONSES DUE:

_____, 2014 at 6 p.m.

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see **addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, herein referred to as the "County," as represented by the Internal Services Department – Procurement Management Services Division (ISD) and the Internal Services Department - Real Estate Development Division (REDD), is soliciting Proposals from experienced individuals, group(s), or company(s), to lease, develop, operate, and maintain a food service facility ("Leased Premises") at the Richard E. Gerstein Justice Building, located at 1351 N.W. 12th Street, Miami, Florida, 33125 ("Building"). The Building is located in an area of Miami referred to as the Civic Center surrounded by other government buildings and is in close proximity to Jackson Memorial Hospital and other major medical facilities.

The County anticipates awarding a Lease Agreement for a (10) year term, with one (1) five (5) year option to renew at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidadegov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Building" to mean the Richard E. Gerstein Justice Building, located at 1351 N.W. 12th Street, Miami, Florida, 33125.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "Lease Agreement" to mean a contract between the County and a selected Proposer that allows the selected Proposer rights to the use of a property owned or managed by the County for a period of time. The agreement does not provide ownership rights to the selected Proposer; however, the County may grant certain allowances to modify, change or otherwise adapt the property to suit the needs of the selected Proposer.
5. The words "Leased Premises" to mean the area to be leased and operated by the selected Proposer comprised of a total approximately of 4,042 square feet consisting approximately of 3,339 square feet on the first floor and approximately 703 square feet in the basement level with exclusive use of the existing freight elevator that connects the basement level with the first floor.
6. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
7. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
8. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
9. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
10. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
11. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities

in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. Proposers are hereby notified that direct communication written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, herein referred to as the "County," as represented by the Internal Services Department – Procurement Management Services Division (ISD) and the Internal Services Department - Real Estate Development Division (REDD), is soliciting Proposals from experienced individuals, group(s), or company(s), to lease, develop, operate, and maintain a food service facility ("Leased Premises") at the Richard E. Gerstein Justice Building, located at 1351 N.W. 12th Street, Miami, Florida, 33125 ("Building"). The Building is located in an area of Miami referred to as the Civic Center surrounded by other government buildings and is in close proximity to Jackson Memorial Hospital and other major medical facilities. See Attachment A for a layout/floor plan and Attachment B for photos of the Leased Premises.

Approximately 2,000 employees work in the Building and 13,000 people visit on a daily basis. There is also a snack bar, Tico Deli, located on the seventh floor that is connected to the jury pool and is operated by the State of Florida through the Division of Blind Services selling food items, beverages and snacks, however, this location is not included as part of this Solicitation's Scope of Services. See Attachment C for a sample menu.

The Leased Premises within the Building consists of approximately 4,042 square feet, located on the first floor and approximately 703 square feet of space located in the basement which is connected to the first floor by a stair case and a freight elevator. The basement level has two (2) bathrooms for employee's use and storage area. The freight elevator that connects the basement level with the first floor has been, and shall continue to be maintained, by the County.

A dedicated area in the lobby is available for the selected Proposer to install permanent signage advertising the restaurant. Such signage shall be limited to the name of the restaurant, and shall not advertise daily specials, services, food items and/or products offered in the restaurant. The selected Proposer shall be responsible for maintaining the dedicated area of the wall or indoor signage, at its sole cost and expense. The selected Proposer, should it elect to do so, may seek to advertise in other areas of the Building with the prior written approval of the County.

Parking for employees and visitors is available offsite at various public parking locations surrounding the Building. No parking is available in the Building for employees of the selected Proposer. The Building has an indoor loading area, which can only accommodate medium sized trucks. All deliveries must be made through the loading area.

The County expects the selected Proposer to operate and maintain a restaurant that offers high nutritional meal options to employees and visitors. At a minimum, the selected Proposer shall provide breakfast and lunch options. Other food items, such as snacks and soft drinks, may also be sold.

2.2 Preferred Qualifications

The selected Proposer should possess:

1. A minimum of five (5) years of experience as a restaurant owner, manager and/or supervisor within the past ten (10) years in a restaurant or food/beverage (e.g. cafe, bistro, cafeteria, etc.) service establishment with annual gross sales in excess of five hundred thousand dollars (\$500,000) per year. The County does not anticipate awarding a Lease Agreement to any firm that has less than five (5) years' experience in successfully providing quality food and beverage service;
2. Knowledge of all applicable rules and regulations adopted by the County and the State of Florida, and any and all laws, ordinances, and/or rules and regulations of other governmental entities and/or authorities having lawful jurisdiction, which may be applicable to the selected Proposer's operation of the food service facility; and
3. Adequate financial strength to make any necessary improvements to the Leased Premises for the purposes of providing the food that the Proposer has indicated it will provide, as well as, provide equipment, furniture, fixtures, start-up operations, and working capital, as demonstrated through the Proposer's pro forma and financial documents submitted.

2.3 Requirements and Services to be Provided

The Leased Premises will be provided in its "as-is" condition, and will only include the equipment listed in Attachment D. The County does not warrant the condition of this equipment and will allow the selected Proposer to remove or replace any and all equipment that is not needed for the operation of the Leased Premises. The selected Proposer shall bear all costs associated with all improvements to the Leased Premises and all such improvements which are fixed shall become the property of the County at the termination of any agreement as a result of this Solicitation.

A. Operation and Quality of Services

The selected Proposer shall:

1. Employ a qualified full-time on-site manager having experience in the management of this type of operation, who shall be available during all business hours and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibilities of the selected Proposer.
2. Have the Leased Premises in operational order and open for business within one hundred eighty (180) days from execution of the Lease Agreement, including all necessary improvements, maintenance, and repairs.
3. Operate the restaurant, at a minimum, five (5) days a week, Monday through Friday, continuously from 7:00 a.m. to 5:00 p.m., exclusive of County, State, and Federal holidays. Hours of operation may be extended as deemed appropriate by the selected Proposer, subject to the approval of the County.
4. Develop and submit a detailed operation, signage and marketing plan for County approval, within ninety (90) days from execution of the Lease Agreement. At a minimum, the plan shall include the budget for operation and marketing of the business including any indoor advertising signage, marketing, and promotions. The marketing portion of the plan should be updated, at minimum, on an annual basis and submitted to the County for approval.
5. Obtain identification/access cards for permanent employees. All employees with access to the Building must be approved by the County and shall be subjected to the County's background check service.
6. Have sufficient, well-groomed employees to provide prompt, courteous, and efficient service to patrons while wearing proper uniforms, gloves in food prep areas and service/cooking areas including having their hair pulled back and in hair nets., and visible identification/access cards.
7. Accept, at a minimum, most, if not all, credit cards.
8. Ensure prices are fair and consistent with prices of similar food service establishments in the surrounding areas.
9. Prominently post all menus with associated pricing in the food service areas and any other legally required information.
10. Maintain all business licenses, health permits, as required by local, state, or federal law and liability and workers compensation insurance.
11. Allow the Department of Health and other State, County, and City inspectors (Inspecting Entity) the right to inspect the Lease Premises as may be deemed appropriate by the Inspecting Entity.
12. Ensure that food is stored properly and in designated areas.
13. Perform inventory of food, other merchandise, and supplies to ensure there is always sufficient product available to meet the demands of the restaurant.
14. Create a visually exciting and inviting food service environment through creative, high impact store designs, product displays, signage, graphics, lighting and sufficient seating space to meet the food service facility's demand.

15. Provide sufficient and proper training to its employees for food handling, maintaining cleanliness, and providing friendly customer service.
16. Provide security for the interior of the Leased Premises at its own discretion. The County is not responsible for providing any security, including, but not limited to any guest, customers, patrons, and/or agents of the selected Proposer nor the selected Proposer's furnishings, fixtures, equipment, soft goods, supplies, or any personal property. The Building currently has a security service in place; however, it does not extend to the inside of the Leased Premises. The selected Proposer will be solely responsible for the security of the Leased Premises.
17. Maintain proper books and records for the services provided, for auditing purposes as needed by the County.
18. Prepare appropriate emergency evaluation and hurricane plans and provide copies to the County prior to the commencement of operating within the Leased Premises. Thereafter, the selected Proposer shall provide the County with any and all updates to these plans.

B. Improvements, Maintenance and Repairs

The selected Proposer shall:

1. Submit a conceptual floor plan and other illustrations which show how the Leased Premises will look upon completion of the build-out and a detailed written description of any and all planned improvements to the Leased Premises, including, but, no limited to any and all planned alterations / upgrades to the walls, flooring, and ceiling, etc. in the space, as well as, the type of equipment and furnishing that will be provided by the selected Proposer. The build-out, including any alterations/remodeling, shall be completed within one hundred and eighty (180) days from contract award, subject to any delays in permitting and government approval(s). No alterations, changes, or additions to the Leased Premises shall be made by the selected Proposer without the prior written consent of the County. All work shall be in compliance with all applicable building codes of the City of Miami and Miami-Dade County and the State of Florida regulations governing the construction and operation of a restaurant and shall be performed by licensed and insured contractors.
2. Repair/replace and maintain the existing dedicated equipment listed in Attachment D. The selected Proposer must calculate this cost in its proposal.
3. Keep and maintain the Leased Premises, including tables and chairs, in a clean and sanitary condition. Janitorial services and interior maintenance, including pest control, shall be the sole responsibility and expense of the selected Proposer.
4. Provide trash removal from all point of sale areas to dumpsters and provide and maintain grease containers and discard used cooking oils in a proper manner as required by County code.
5. Maintain minimum height of equipment off the floor to allow for continued regular cleaning. Contract a licensed and insured air conditioning contractor to perform regular monthly maintenance and necessary repairs to the separate air conditioning unit servicing the Leased Premises and provide a copy of the air conditioning maintenance agreement with a licensed and insured air conditioning contractor within one hundred eighty (180) days from execution of the Lease Agreement.
6. During the term of the Lease, the selected Proposer shall be responsible for making all necessary repairs to the Leased Premises at their sole cost and expense to ensure a high quality restaurant operation.

C. Compliance with Laws, Ordinances, and Regulations

The selected Proposer shall secure and comply with all permits, laws, ordinances, and regulations applicable to the establishment and occupancy of the Leased Premises contemplated herein, including, but not limited to, the following:

1. Code of Federal Regulations 49 CFR 26.7 binding the selected Proposer not to discriminate based on race, color, national origin, or sex;

2. Code of Federal Regulations 49 CFR 27.7; 27.9(b) and 37 binding the selected Proposer not to discriminate based on disability; and binding the same to compliance with the Americans with Disabilities Act with regard to any improvements constructed; and
3. Maintain all food services areas and equipment in a safe manner pursuant to Food and Drug Administration Food Code, Chapter 64E-11, Florida Administrative Code, and Florida Department of Business and Professional Regulation;
4. Employ a qualified full-time, on-site, certified food manager with experience in the management of a restaurant, or similar type of operation pursuant to Section 509.039, Florida Statutes; and
5. Tenant's rules and regulations for the Building. See Attachment E.

D. Financial

The selected Proposer shall submit to the County a pro forma statement (see sample pro forma in Attachment F) and a financial plan which will indicate the source of funding to be utilized for improvements and repairs and the amount of working capital the selected Proposer determines will be required to maintain operations. Additional information shall include, but not be limited to, estimated costs for improvements or repairs, with projected expenses for furniture, fixtures, and equipment.

2.4 Operating Fees

The selected Proposer shall pay to the County the following fees:

A. Minimum Annual Guarantee (MAG) or Base Rent

The selected Proposer shall pay an Annual Base Rent, due in twelve (12) equal monthly payments within ten (10) days after the close of each month.

B. Percentage of Total Monthly Gross Receipts

The selected Proposer shall pay, in addition to the Annual Base Rent, a percentage of gross monthly sales representing a proposed percentage of the selected Proposer monthly gross receipts.

C. Building Services

Selected Proposer shall pay for all charges for utility service used or consumed in or upon the Leased Premises including, but not limited to: electricity, gas, water, and sewerage charges. To the extent that such charges are separately measured by metering or otherwise, Lessee agrees to pay the actual cost thereof, without addition or surcharge by the County. To the extent that such charges are not separately metered, Lessee agrees to pay Lessee's pro-rata share thereof.

Note: Refer to Form B-1, Payment Proposal Schedule for MAG or Base Rent and Percentage of Total Monthly Gross Receipts. It is the intent of the County to provide the best possible service to the public. It is the County's further intent to gain revenues. However, the County makes no guarantee it will act, promote, approve, assist or cooperate in any manner to assure that the restaurant will be a financial success for the County and the selected Proposer.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation Committee which will evaluate and rank proposals on criteria listed below. The Evaluation Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation	40
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project, and experience and qualifications of subcontractors	10
3. Proposer's approach to providing the services requested in this Solicitation	30
<u>Price and Financial Criteria</u>	<u>Points</u>
4. Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment	20

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

A Selection Factor is not applicable to this Solicitation.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 **Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

Attachment A – Layout/Floor Plan
Attachment B – Photos of Leased Premises
Attachment C – Tico Deli Sample Menu
Attachment D – Equipment List
Attachment E – Building Rules and Regulations
Attachment F – Sample Pro Forma
Proposal Submission Package
Lease Agreement