

# Memorandum



**Date:** February 4, 2014  
**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
**From:** Carlos A. Gimenez  
Mayor  
**Subject:** Recommendation for Approval to Award a Lease Agreement (RFP 836) to Gourmet Chef on Tour, Corp. to Operate a Restaurant at the County's West Lot Multi-Use Facility Located at 220 NW 3 Street, Miami, Florida

Agenda Item No. 8(F)(3)

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of a Lease Agreement, based upon the results of a solicitation (RFP 836), to Gourmet Chef on Tour, Corp. (Tenant) for the rental, build-out, management, and operation of the restaurant space at the County's West Lot Multi-Use Facility (West Lot).

The area designated for the restaurant is approximately 1,263 square feet, and located on the ground floor of the West Lot. The Tenant is responsible for the creation of a visually inviting restaurant environment through a design that includes displays, signage, graphics, and lighting. The Tenant is also required to: (1) establish a quality food service restaurant, by building-out the space, and installing any and all needed furniture, fixtures, and equipment; (2) develop a detailed marketing plan for County approval, including the marketing budget; (3) provide an original menu; (4) be in full operation no later than 180 days following contract award; and (5) employ a full-time, on-site, qualified professional food manager.

## Scope

The West Lot is located at 220 NW 3rd Street, Miami, FL, across from the Stephen P. Clark Government Center, and is managed by the Internal Services Department (ISD), in County Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

## Fiscal Impact/Funding Source

Based on a minimum annual guarantee (MAG) of \$12,000 (approximately \$10 per square foot), the minimum amount of revenue to be generated during the initial 10-year term of the lease agreement will be \$120,000. Using that same assumption, if the County elects to exercise the one, five-year option-to-renew period, the cumulative revenue will be \$180,000. However, the actual amount of revenue generated will be based on the MAG of \$12,000 plus an annual consumer price index adjustment at the end of each year of the Lease Agreement and additional rent in the amount of five percent based upon the monthly gross receipts of the restaurant. Because this is a new location for a restaurant, it is difficult at this time to estimate the value of the monthly gross receipts.

Additionally, the Tenant is required to pay the County a Common Area Maintenance charge, which is estimated at \$7,200 per year; a monthly building operational fee for water and electricity, which is estimated at \$1,560 per year; securing and maintaining, at the Tenant's cost, a contract for an air conditioning maintenance contractor; purchasing and/or leasing, as well as the installation of, all furniture, fixtures, equipment, signs; and marketing materials.

## Track Record/Monitor

The contract manager is Steven Mayers of the Real Estate Development Division in the Internal Services Department. Pearl P. Bethel of the Internal Services Department, is the Procurement Contracting Officer.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at his/her discretion various responsibilities including reviewing and approving any marketing plans, plans for build-out, requests for building permits, estoppels, non-disturbance agreements, lease modifications, extension of the time needed to complete the build-out, the renewal option, any early termination, and any consent to any sublease, all in accordance with the terms and conditions of the Lease Agreement.

**Vendors Recommended for Award**

A Request for Proposals (RFP) was issued under full and open competition on April 30, 2013. The Selection Committee recommended that the County enter into negotiations with the sole proposer, Gourmet Chef on Tour, Corp.

Tenant	Address	Principal
Gourmet Chef on Tour, Corp.	2011 SW 70 Avenue, A-11 Davie, FL	Keith Rose

**Vendors Not Recommended for Award**

None

**Due Diligence**

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine the Tenant's responsibility toward compliance of the Lease Agreement, including verifying corporate status, and also that there are no known performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the Tenant's responsibility. This information is being provided pursuant to Resolution R-187-12.

**Applicable Ordinances and Contract Measures**

No measures apply as this is a revenue-generating Lease Agreement.

**Cancellation Provision**

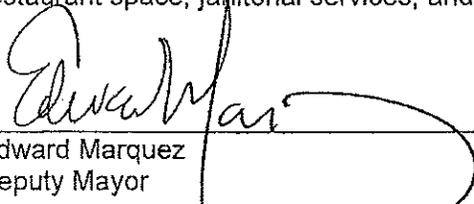
The County may cancel the Lease Agreement for any reason or cause that is deemed a breach of contract under the terms and conditions of the Lease Agreement.

**Effective Dates**

The Effective Date of the Lease Agreement shall be the date that the Lease Agreement is executed by the County, subsequent to approval by the Board. The Tenant is required to begin the operation of the restaurant within 180 days of the Effective Date of the Lease Agreement.

**Lease Conditions**

The Tenant is responsible for its portion of any and all utilities, for the interior maintenance of the restaurant space, janitorial services, and security.

  
\_\_\_\_\_  
Edward Marquez  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** February 4, 2014

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(3)  
2-4-14

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING LEASE AGREEMENT WITH GOURMET CHEF ON TOUR, CORP., TO LEASE AND OPERATE THE WEST LOT RESTAURANT IN THE COUNTY'S WEST LOT BUILDING FOR INITIAL TERM OF TEN YEARS AT A TOTAL RENT OF AT LEAST \$120,000.00 OVER THE TEN YEAR TERM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP836

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the lease agreement with Gourmet Chef on Tour, Corp. to lease and operate the West Lot restaurant in the County's West Lot building for an initial term of ten years at a total rent of at least \$120,000.00 over the ten year term, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	
	Lynda Bell, Vice Chair	
Bruno A. Barreiro		Esteban L. Bovo, Jr.
Jose "Pepe" Diaz		Audrey M. Edmonson
Sally A. Heyman		Barbara J. Jordan
Jean Monestime		Dennis C. Moss
Sen. Javier D. Souto		Xavier L. Suarez
Juan C. Zapata		

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of February, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Monica Rizo

## WEST LOT RESTAURANT LEASE AGREEMENT

Contract No. RFP836

THIS LEASE AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between **Gourmet Chef on Tour, Corp.**, a corporation organized and existing under the laws of the State of Florida, having its principal office at **2011 SW 70<sup>th</sup> Avenue, A-10, Davie, FL 33317** (hereinafter referred to as the "Lessee"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the County owns the West Lot Building (the "West Lot") for the use by patrons, lessees, employees and visitors, and which facilities are administered for the County by its Director of the Internal Services Department (the "Department"), or designee; and,

WHEREAS, the Lessee has offered to lease and operate the West Lot Restaurant (the "Restaurant") in a manner that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposals (RFP) No. 836 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Lease Agreement;

WHEREAS, the Lessee has submitted a written proposal dated **June 28, 2013**, hereinafter referred to as the "Lessee's Proposal" which is incorporated by reference herein; and,

WHEREAS, the Lessee's Proposal is recommended as being in the best interest of the County, and formed the basis for award of this Lease Agreement,

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. **Definitions:** The following words and expressions used in this Lease Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:
- a) The words "Contract Manager" to mean Miami-Dade County's Internal Services Department, Assistant Director, or the duly authorized representative designated to manage the Lease Agreement.
  - b) The words "Date of Beneficial Occupancy" to mean the date on which substantial completion of the Restaurant has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) that enables the Lessee to occupy or utilize the Restaurant in a manner for its intended use.
  - c) The word "Days" to mean Calendar Days.
  - d) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Landlord's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Landlord's Project Manager.
  - e) The word "Landlord" to mean Miami-Dade County.
  - f) The words "Lease Agreement" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 836 and all associated addenda and attachments, the Lessee's Proposal, and all other attachments hereto and all amendments issued hereto.
  - g) The words "Lease Agreement Effective Date" or "Effective Date" to mean the commencement date of this Lease Agreement, and shall begin on the date indicated in the first page of this Lease Agreement.
  - h) The words "Lease Agreement Year" to mean each twelve month period starting from the Lease Agreement Effective Date and the first Lease Agreement Year shall commence immediately upon the Lease Agreement Effective Date. Each new Lease Agreement Year begins on the one year anniversary of the Lease Agreement Effective Date.
  - i) The words "Lease Operations Year" to mean each twelve month period starting from the Date of Beneficial Occupancy and the first Lease Operations Year shall commence immediately upon the Date of Beneficial Occupancy. Each new Lease Operations Year begins on the one year anniversary of the Date of Beneficial Occupancy.
  - j) The word "Lessee" to mean the corporate entity **Gourmet Chef on Tour, Corp.** and its permitted successors and assigns.
  - k) The words "Project Manager" to mean Miami-Dade County's Internal Services Department, Real Estate Division Director or the duly authorized representative designated to manage the Project.
  - l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Lessee.
  - m) The word "Subcontractor" or "Sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Lessee, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the

Lessee and whether or not in privity of Lease Agreement with the Lessee.

- n) The words "Work", "Services", or "Project" to mean all documentation and any items of any nature submitted by the Lessee to the Landlord's Project Manager for review and approval pursuant to the terms of this Lease Agreement, and all matters and things required to be done by the Lessee in accordance with the provisions of this Lease Agreement.
2. **Use:** The County hereby grants unto the Lessee, and the Lessee hereby accepts from the County for the term, at the rate and upon the covenants and conditions as set forth herein to develop and operate the Restaurant at the West Lot. Lessee shall use the Restaurant only for the use permitted. The Lessee shall not conduct any business nor provide any services nor sell any item or product without the prior written approval of the Landlord, and any sales by the Lessee of services or items not specifically authorized in writing by the Landlord shall constitute a default. The unapproved services or items shall be discontinued immediately by the Lessee, as directed by the Landlord upon written notice. Lessee shall conduct its business at all times in accordance with this Lease Agreement.
3. **Operations:** Lessee shall continuously and uninterruptedly use and operate for purposes outlined herein all of the Restaurant other than such minor portions thereof as are reasonably required for storage and office purposes, and such storage and office space shall only be used in connection with the business conducted by Lessee in the Restaurant. Lessee shall have on the premises adequately trained uniformed personnel for efficient service to customers.
4. **Limitations on Use:** Subject to Lessee's right to use the Restaurant for the purposes specified in this Lease Agreement, Lessee shall not suffer or permit the Restaurant or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Restaurant or West Lot building or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Restaurant or West Lot structure; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Restaurant or West Lot building structure or the proper and economic functioning of any other common service facility or common utility of the Restaurant or West Lot building structure; (vi) impair or interfere with the physical convenience of any of the occupants of the Restaurant or West Lot building structure; or (vii) impair any of the Lessee's other obligations under this Lease Agreement.
5. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business in the Restaurant, or any part thereof, and if failure to secure such license or permit would in any way adversely affect the County, Lessee at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Lessee shall at all times comply with the terms and conditions of each license and permit.
6. **Non-Exclusivity:** This Lease Agreement is non-exclusive in character and in no way prevents the Landlord from authorizing or offering competitive services, products or items by other vendors or others in other premises owned and operated by the Landlord or from authorizing other unrelated concession services within the West Lot. The Lessee shall have no rights to any other location that may be made available by the Landlord.
7. **Order of Precedence:** If there is a conflict between or among the provisions of this Lease Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Scope of Services (Appendix A), 3) Miami-Dade County's RFP No. 836 and any associated addenda and attachments thereof, and 4) the Lessee's Proposal.

8. **Proposal Incorporated:** The Lessee acknowledges that it has submitted to the County a proposal ("Lessee's Proposal") that was the basis for the award of this Lease Agreement and upon which the County has relied and is incorporated herein by reference.
9. **Appendix and Attachments:** The Appendix and Attachments listed in this Paragraph and attached to this Lease Agreement are hereby incorporated in and made a part of this Lease Agreement:
- Appendix A: Scope of Services
  - Attachment A: Layout/Floor Plan
  - Attachment C: Common Area Map
10. **Property Description:** The West Lot Restaurant area is located at 220 NW 3<sup>rd</sup> Street, Miami, FL 33128 on the ground floor at the corner of N.W. 2<sup>nd</sup> Street and N.W. 2<sup>nd</sup> Avenue and has approximately 1,263 square feet as shown on Attachment A, Layout/Floor Plan, attached hereto and incorporated herein by reference.
11. **Term:** The Lease Agreement shall become effective on the date indicated on the first page of this Lease Agreement and shall continue until the last day of the 120th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Lease Agreement for an additional five (5) years upon the same terms and conditions contained herein. The County reserves the right to exercise its option to extend this Lease Agreement for up to one hundred-eighty (180) calendar days beyond the current Lease Agreement period and will notify the Lessee in writing of the extension. This Lease Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Lessee, upon approval by the Board of County Commissioners.
12. **Security Deposit:** Prior to the start of the Lease Agreement, the Lessee shall furnish a security deposit in cash or cashier's check payable to the Board of County Commissioners, equal to one (1) months Base Rent **\$1000.00**. The security deposit shall be redeemable at the end of the Lease Agreement term except for such conditions pertinent thereto. If the Landlord must draw upon any amount owed to the Landlord for this Lease Agreement, Lessee hereby agrees to restore the security deposit to its original amount within seven (7) days of receiving notice by the Landlord that the security deposit was drawn upon. In the event the Lessee abandons its performance, the Landlord will retain the security deposit.
13. **Minimum Annual Guarantee (MAG) – Base Rent:** The Lessee, in consideration of the use and occupancy of the Restaurant, does hereby covenant and agree to pay to the Landlord without deduction or set off of any kind the sum of **\$12,000.00** per annum as Base Rent in monthly installments of **\$1000.00** on the first day of each month without billing during the period from the Date of Beneficial Occupancy which shall be, as determined by the County, the date on which substantial completion of the Restaurant has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) that enables the Lessee to occupy or utilize the Restaurant in a manner of its intended use. The Base Rent may be adjusted upward at the end of each Lease Agreement Year, at a rate consistent with the latest Consumer Price Index (CPI), under the City of Miami Group, for All Urban Consumers, All Items.
14. **Percentage of Monthly Gross Receipts:** In addition to the Base Rent, Lessee agrees to pay to the Landlord, monthly, an amount equal to **5%** of monthly Gross Receipts hereinafter referred to as "Additional Rent" within 10 days following the end of each month during the term of this Lease Agreement.

15. **Sales Tax:** The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax imposed on payment (currently at the rate of 7%) on the amounts payable to the County. This Sales and Use Tax shall be payable to the Landlord, when payment is due, the Landlord in turn will remit same, less authorized handling deductions, to the State.
16. **Additional Taxes:** If at any time during the term of this Lease Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on the Base Rent or Percentage of Monthly Gross Receipts, (fixed minimum or additional), or other tax (except income tax), however described, against the Landlord on account of the payment, shall be deemed to constitute Sales and Use Tax on the Restaurant and the Leased Premises for the purposes of this Paragraph.
17. **Taxes on Lessee's Personal Property:** Lessee shall be responsible for, and shall pay before delinquency, all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Restaurant by Lessee.
18. **Late Payment Charge:** In the event that the Lessee fails to make any payments, within ten calendar days of the first day of the month, as required to be paid under the provisions of this Lease Agreement, a late payment charge of \$100.00 per month shall be assessed. The right of the County to require payment of such late payment charge and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the Landlord to enforce other provisions herein, including termination of this Lease Agreement, or to pursue other remedies provided by law.
19. **Application of Payments:** Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Base Rent or Percentage of Monthly Gross Receipts, including the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.
20. **Worthless Check or Draft:** In the event that the Lessee delivers a dishonored check or draft to the Landlord in payment of any obligation arising under this Lease Agreement, the Lessee shall incur and pay a service charge of \$40.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment is to be made not more than five (5) days from written notice of such default. Further, in such event, the Landlord may require that future payments required pursuant to this Lease Agreement be made by cashier's check or other means acceptable to the Landlord. A second such occurrence of dishonored check during the Lease Agreement term will be a breach of contract and, at the Landlord's option, will constitute a default allowing termination of this Lease Agreement.
21. **Payment of Rent:** The Base Rent and Percentage of Monthly Gross Receipts as well as other amounts payable by Lessee to the Landlord under the terms of this Lease Agreement, shall be paid promptly when due, without notice for any reason whatsoever and without abatement. Base Rent and Percentage of Monthly Gross Receipts and all other payments provided for in this Lease Agreement shall be paid or mailed to:

Internal Services Department-Real Estate Development Division  
111 NW 1<sup>st</sup> Street, Suite 2460  
Miami, FL 33128  
Attn: Director

(Checks shall be made payable to the "Miami-Dade County Board of County Commissioners".)

22. **Accord and Satisfaction:** No payment by Lessee or receipt by Landlord of a lesser amount than any payment of Base Rent and Percentage of Monthly Gross Receipts, or additional payment herein stipulated shall be deemed to be other than on account of the earliest stipulated Base Rent and Percentage of Monthly Gross Receipts, due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Base Rent and Percentage of Monthly Gross Receipts, or additional payment be deemed an accord and satisfaction. The Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent and Percentage of Monthly Gross Receipts, or additional payment or pursue any other remedy provided in this Lease Agreement, at law or in equity. No covenant, term, or condition of this Lease Agreement shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord, and there shall not be any accord and satisfaction unless expressed in writing and signed by both Landlord and Lessee.
23. **Gross Receipts:**
- A. Lease Agreement Year Defined: "Lease Agreement Year" means a twelve-month period beginning on the Lease Agreement Effective Date and ending twelve months thereafter.
- B. Gross Receipts Defined: "Gross Receipts" means all monthly receipts collected by the Lessee from the sale of services or merchandise by Lessee, concessionaires of Lessee and sub-Lessee(s) of Lessee, sold in, upon or from the Restaurant, including such sales as shall in good faith be credited by Lessee, its concessionaires, and sub-Lessees in the regular course of its or their business to personnel employed at the time of sale at the Restaurant, including sub-concession Agreements or contract employee payments to the Lessee and mail and telephone orders received at the Restaurant and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by Lessee or its concessionaires or sub-concessionaires for returned or defective merchandise; sales, excise and similar taxes; or the proceeds of sales of Lessee's trade fixtures, operating equipment or other property used by Lessee or its concessionaires in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when services or merchandise has been served, shipped or delivered or when charged against the purchaser on the books of Lessee, or its concessionaires, whichever of such events shall first occur.
- C. Lessee's Certification of Receipts: Lessee shall submit to Landlord on or before the 10th day following the end of each month during the term of this Lease Agreement and on or before the 10th day following the expiration or earlier termination of this Lease Agreement, a written statement, signed by Lessee and certified by it to be true and correct, showing the amount of Gross Receipts during the preceding month. Lessee shall submit to Landlord on or before the 60th day following the end of each Lease Agreement Year an Annual Written Statement, signed by Owner, CEO, or Financial officer of the Lessee and certified by it to be true and correct, setting forth the amount of Gross Receipts during the preceding Lease Agreement Year, which statement shall also be duly certified by an independent Certified Public Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as Landlord may reasonably determine or require.
- D. Examination of Lessee's Books and Records: Such books and records as are necessary to determine the amount of any Percentage Fee payable to Landlord shall be subject to examination by the County or its authorized representatives at reasonable times during Lessee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Lessee's business. All information obtained by the Landlord or its authorized representatives from Lessee's books and records shall be kept confidential by the Landlord and all such representatives except in connection with any mortgage or assignment of this Lease Agreement for financing purposes or if subject to the requirements of Florida Public Records Act.

E. Lessee's Receipts Records: For the purpose of computing and verifying the Percentage Fee due hereunder, Lessee shall prepare and keep, for a period of not less than three (3) years following the end of each Lease Agreement Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Lessee. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Lease Agreement. Lessee shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers having a cumulative total. Lessee shall keep, for at least three (3) years following the end of each Lease Agreement Year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, concessionaires, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income and sales tax returns; and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Lessee's Gross Receipts.

The acceptance by Landlord of payments of Percentage of Monthly Gross Receipts or reports thereon shall be without prejudice and shall in no case constitute a waiver of Landlord's right to examination of Lessee's books and records of its Gross Receipts and inventories of merchandise.

F. Audit of Lessee's Business Affairs and Records: Landlord shall have the right to cause, upon five (5) business days' written notice to Lessee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by Landlord, or the Audit and Management Services Department of the County. Lessee shall make all such records available for said examination at the Restaurant or at some other mutually agreeable location. If the result of such audit shall show that Lessee's statement of Gross Receipts for any period has been understated, Lessee shall pay Landlord the amount due. If such understatement is three percent (3%) or more, Lessee shall pay Landlord the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as rent. A report of the findings of said accountant shall be binding and conclusive upon Landlord and Lessee. The furnishing by Lessee of any grossly inaccurate statement shall constitute a breach of this Lease Agreement.

G. If Lessee fails to record, maintain, or make available sales supporting documentation as specified above, then Lessee may be deemed by the Landlord to be in default of this Lease Agreement.

24. **New Construction:** The Landlord's approval is required prior to all construction, all installation and all use of facilities. All improvements shall become the property of the Landlord. All construction shall be accomplished in accordance with the County or municipal permitting requirements.

25. **Common Areas:**

a. **Common Areas** shall mean all areas, space, equipment and special services provided by the Landlord on or off the land occupied by the West Lot Building (refers to the ground level of the West Lot where government offices are located) for the common or joint use or benefit of Lessees of the West Lot Building, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed courts and malls, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid.

b. **Common Area Operating Costs** shall mean all costs and expenses of every kind and nature allocated to the West Lot Building paid or incurred by the Landlord or in connection with operating, managing, equipping, policing and protecting, lighting, repairing, replacing, and maintaining the Common Areas and the appurtenances and equipment therein. The allocation of such costs to the West Lot Building by the Landlord shall be at the Landlord's sole discretion. Such costs and expenses may include, but not be limited to, gardening; landscaping; illumination and maintenance of signs advertising or referring to the Leased Premises; clearing; insurance coverage as the Landlord may, in its sole discretion, from time-to-time deem proper; cost of personnel providing services in the Common Areas (including, but not limited to wages, unemployment taxes, social security taxes, employee benefits); supplies; operation of the Common Areas and equipment serving the property; and the cost of all personnel required to supervise, implement and accomplish all the foregoing.

c. **Common Area Maintenance and Escalation Charge:**

(1) Effective on the Commencement Date of this Lease Agreement, and as additional rent hereunder, Lessee shall pay monthly to the Landlord, on the first day of each month during the term of this Lease Agreement, Lessee's share of the Common Area Maintenance Costs. Common Area Maintenance Costs is based on the Landlord's estimate, subject to adjustment as hereinafter provided in Paragraph (2) below. Lessee's share of Common Area Maintenance Costs shall be the product which results by multiplying such Common Area Costs by the percentage that the gross square foot area of the Leased Premises is of the gross square foot area of all office spaces located on the first floor of the West Lot Building Leased Premises, as calculated by the Landlord.

(2) Common Area Adjustment: Within one hundred twenty (120) days following the end of each calendar year of the West Lot Restaurant operation the Landlord shall furnish to Lessee a statement showing the total Common Area Maintenance Costs for the calendar year just expired, the amount of Lessee's share of such Common Area Maintenance Costs, and payments made by Lessee during such calendar year under this Paragraph. If Lessee's share of such Common Area Maintenance Costs for such calendar year shall exceed Lessee's payments so made, Lessee shall pay to the Landlord the deficiency within ten (10) days after receipt of said statement. If Lessee's payments shall exceed Lessee's share of such Common Area Maintenance costs as shown on such statement, Lessee shall be entitled to offset the excess against its next payment thereafter becoming due under this Lease Agreement.

d. **Use of Common Areas:** Lessee and its concessionaires, Sub-Lessees, officers, employees, agents, customers and invitees shall have the right, in common with the Landlord and all others to whom the Landlord has granted or may hereafter grant rights or who shall otherwise have such rights, to use the Common Areas, subject to such reasonable Rules and Regulations as the Landlord may from time to time impose. Lessee agrees to abide by such Rules and Regulations. The Landlord shall have the right to limit, or otherwise schedule, deliveries to Lessee if, in the Landlord's judgment, said limitation is necessary for the proper operation of the Landlord or Landlord's Leased Premises in the building.

26. **Landlord Approval:** The Lessee agrees that it will obtain prior written approval from the Landlord in all of the following matters:

A. Changes from the Lessee's Proposal

- B. Changes from originally approved specifications, pricing, activities, signage, merchandise, menus, hours of operation and graphics.
- C. Equipment Lessee plans to install requiring any building modifications.
- D. Any modifications to the Leased Premises, the site, or signage outside of the Leased Premises.

Should any of the above items be disapproved, Lessee may offer alternative solutions. The Landlord reserves the right with stated just cause to require the Lessee to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.

27. **Public Contact of Lessee's Employees:** Lessee's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the Landlord to require his or her removal from duties in the Restaurant. Lessee's employees will not be considered agents of the Landlord.
28. **Hours of Operation:** The Restaurant shall operate, at a minimum, five (5) days a week Monday thru Friday, continuously from 7:30am to 5:30pm, except on County, State and Federal designated holidays. Hours of operations may be extended as deemed appropriate by the Lessee, and approved by the Landlord. The Lessee shall provide sufficient staff to provide quality customer service. The Landlord's Project Manager may require a change in hours of operation, if, in the reasonable discretion of the Landlord, such a change is desirable in providing the best service to the public.
29. **Pricing:** Lessee shall maintain the pricing schedule for goods and services submitted with its Proposal, prices shall be comparable to those of off-premise operations of its own company-owned or franchised stores in Miami-Dade County, if it is part of a chain, or comparable to a similar type of operation if an independent or non-chain affiliate. Lessee shall provide to the Landlord a schedule of such proposed changes not later than ten (10) days prior to the intended implementation date, for approval or disapproval, at any time during the Lease Agreement Term when price changes are contemplated. Pricing for special events or services shall be expeditiously reviewed by the Landlord.
30. **Personnel:** The Lessee shall provide the Landlord with the name and telephone number of a management person of the Lessee who will be on call, at all times, for emergencies or other matters related to the operations under this Lease Agreement. The Lessee shall ensure that all of its personnel are courteous and cooperative and present a neat, clean uniformed and professional appearance at all times. Failure of an employee to do so shall be grounds for the Landlord to demand his or her removal from duties in the Restaurant. The Lessee shall ensure that all employees having public contact are able to understand and communicate in spoken English. All employees of the Lessee shall be considered to be, at all times, employees of the Lessee under its sole direction and not employees or agents of the Landlord.

In the event the Lessee wishes to substitute personnel for the key personnel identified by the Lessee's Proposal, the Lessee must notify the Landlord in writing and request written approval for the substitution at least ten business days prior to effecting such substitution.

31. **Signs:** The nature, size, shape and installation of Lessee's business signs within the Restaurant or in, on or adjacent to the Restaurant or West Lot Building must first be approved in writing by Landlord. Said signage must also be approved by all governmental authorities having jurisdiction over the Restaurant. All signs shall be removed by the Lessee at the termination of this Lease Agreement and any damage or unsightly condition caused to premises because of or due to said

signs shall be satisfactorily corrected or repaired by the Lessee. Signage must be maintained in good condition and appearance.

32. **On-Site Manager:** The Lessee shall employ a qualified full-time on-site Food Service Manager having experience in the management of this type of operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Lessee under this Lease Agreement and to accept service of all notices provided for herein.
33. **Quality of Lessee's Service:** The Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

The Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and upon objection of the Landlord concerning the conduct, demeanor or appearance of any such person, Lessee shall immediately take all necessary steps to correct the cause of such objection.

Lessee shall take good care of the Leased Premises, and shall use the same in a careful manner and shall, at its own cost and expense, keep, maintain, and repair and, upon the expiration of this Lease Agreement or its termination in any manner, shall deliver said premises to the Landlord in the same condition as at the commencement of this Lease Agreement, with the exception of loss by fire or other casualty and with the exception of leaving those interior improvements so agreed upon by the Landlord to remain in place. Lessee shall furnish good, prompt and efficient service, adequate to meet all reasonable demands therefore.

It is expressly understood and agreed that the Lessee's operation shall not interfere in any manner with the use of public areas or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the location. The Lessee agrees that a determination by the Landlord will be accepted as final in evaluating whether its activities infringe on the rights of others and that Lessee will fully comply with any decisions on this matter.

34. **Monitoring Services:** The Landlord shall have the right, without limitation, to monitor and test the quality of services of the Lessee, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.
35. **Services/Equipment Provided by Landlord:** The Landlord shall provide access to the following:
- A. Electrical as existing.
  - B. Water facilities as existing.
  - C. Sewage collection facilities as existing.
  - E. Waste collection.
36. **Equipment and Services Provided by Lessee:** The Lessee, at its sole cost, shall provide at the Restaurant:
- A. Janitorial service within the Restaurant.
- The Lessee shall keep the Restaurant and equipment clean at all times. If the Restaurant and equipment are not kept clean in the opinion of the Landlord, the Lessee will be so advised and if corrective action is not immediately taken, the Landlord will cause the same to be cleaned and the Lessee shall assume responsibility and liability for such cleaning.

B. Maintenance service to air conditioning.

The Lessee shall contract a licensed air conditioning contractor to perform regular monthly maintenance and necessary repairs to the separate air conditioning unit servicing the Restaurant.

C. Pest extermination.

The Lessee shall follow the guidelines of the County's Integrated Pest Management program.

37. **Equipment Installed by Lessee:** The Lessee shall furnish and install all furnishings, fixtures and equipment necessary for the operation of the Restaurant. All furnishings, fixtures and equipment acquired for the Restaurant shall be of a high quality as good as or better than that found at similar facilities. The Landlord shall be afforded the opportunity to approve all furnishings, fixtures and equipment for the facility.

Any equipment, furnishings, signage and advertising installed by the Lessee shall be with the appropriate standards of decor at the West Lot Building. Following the installation of any additional equipment, furnishing and improvements which the Landlord may approve from time to time, Lessee shall provide to the Landlord a statement setting forth the cost of such equipment, furnishings or improvements and the date upon which the installation of such equipment, furnishings and improvements was completed.

Lessee agrees that all new equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution and other related codes.

Lessee shall not alter or modify any portion of the West Lot Building, the Restaurant or the improvements constructed therein without first obtaining written approval from the Landlord.

38. **Security and Protection:** The Lessee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The Landlord makes no warranties as to any obligation to provide security for the Restaurant, outside of standard security measures supplied by the Landlord in general. Lessee may provide its own specialized security for the Restaurant subject to the Landlord's written approval.
39. **Emergency/Hurricane Preparedness:** The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for the West Lot Building.
40. **Maintenance Responsibilities of Lessee, Appearance of Facility:** Lessee shall, at its sole cost and expense, keep and maintain the Restaurant in a clean and good condition. The provision of janitorial services and all interior maintenance within the Restaurant are the sole and exclusive responsibility of the Lessee. Upon failure of the Lessee to maintain the Restaurant as required in this Paragraph, the Landlord may, after fifteen (15) days written notice to the Lessee, enter upon the Restaurant and perform any and all cleaning, maintenance and/or repairs which may be necessary, and the cost thereof, plus twenty-five (25%) percent for administrative costs, shall be billed to and paid by the Lessee.
41. **Building Services:** The Landlord has caused all necessary utility lines and services to be brought to the Leased Premises. Lessee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the West Lot Building as determined either by the public utility providing such service or by the Landlord in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.

42. **Payment of Building Services:** Lessee agrees to 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 Landlord. To the extent that such charges are not separately metered, Lessee agrees to pay Lessee's pro-rata share thereof. Lessee's pro-rata share for such services shall be computed by multiplying Lessee's share by the total charge for the service attributable to the West Lot Buildings Leased Premises. For services or utilities not used by or provided to all Lessees of the West Lot Building, Lessee's pro-rata share shall be determined by dividing the charge among those permittees and lessees using the utility or service on the basis of relative area of their charge among those permittees and lessees using the utility or service on the basis of the relative area of their Leased Premises. In the event Lessee uses a disproportionate amount of any utility or service provided under Paragraph 34 and not separately metered, the Landlord shall have the right to engage a registered Professional Engineer to compute Lessee's utility usage, and determine an equitable utility charge to Lessee based upon such usage.
43. **Curtailement or Interruption of Service:** The Landlord reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of the Landlord desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the Landlord. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The Landlord shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Lessee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of payment or other charges, nor damages, shall be claimed by Lessee by reason of the Landlord's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Lease Agreement or any of Lessee's obligations hereunder be affected or reduced thereby.
44. **Damages:** Lessee shall repair all damages to the Restaurant or West Lot Building caused by the Lessee, its employees, agents, contractors, or independent Lessees.
45. **Inspection by Landlord:** The Landlord shall have the authority to make periodic reasonable inspections of the Restaurant, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Lessee shall be required to make any improvements in cleaning or maintenance methods reasonably required by the Landlord. Such periodic inspections may also be made at the Landlord's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Lease Agreement.
46. **Right of Entry:** The Landlord or any of its agents shall have the right to enter upon the Restaurant at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Restaurant as the Landlord deems necessary, but the Landlord assumes no obligation to make repairs in the Restaurant other than those expressly provided for in this Lease Agreement. The Landlord agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the Landlord will diligently proceed therewith to completion. In addition, the Landlord or the Landlord's agents shall also have the right to enter upon the Restaurant at reasonable times to show it to actual or prospective mortgagees, operators, or Lessees of the Restaurant. During the one hundred and eighty (180) days prior to the expiration of the term of this Lease Agreement, the Landlord may show the Restaurant to prospective operators. If, during the last ninety (90) days of the term of this Lease Agreement, Lessee shall have removed all or substantially all of Lessee's property from there, the Landlord may immediately enter, alter, renovate, and redecorate the Restaurant without elimination or

abatement of payment or other compensation and such action shall have no effect upon this Lease Agreement.

47. **Permits and Regulations:** Lessee covenants and agrees that Lessee will obtain any and all necessary licenses, permits and/or approval, and that all uses of the Leased Premises will be in conformance with all applicable laws.
48. **Damage or Destruction of Premises:** If either the Restaurant, or West Lot Building is partially damaged, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Average Percentage Fee paid or Base Rent, payable hereunder for the period of the Lessee's business interruption, shall be made. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Lessee's business interruption a pro-rata adjustment shall be made as to the Average Percentage Fee or Base Rent paid. In the event the said premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, the Lessee and the Landlord shall be under no obligation to repair and reconstruct the premises, and adjustment of the payment payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the Lease Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly.
49. **Landlord's Repair, Facility Repairs, Alterations and Additions by the Landlord:** The Landlord, as its responsibility, and at its expense (except if the damage is caused by Lessee, its employees, agents, or independent Lessees), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Restaurant and the Common Areas of the West Lot Building. There shall be no allowance to Lessee for a diminution of Average Percentage Fee or Base Rent for interruption of business and no liability on the part of the Landlord by reason of inconvenience, annoyance, or injury to business arising from the Landlord, Lessee or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of the Restaurant or West Lot Building, or to fixtures, appurtenances, or equipment thereof. The Landlord shall have the absolute right to make repairs, alterations, and additions to any structures and facilities, including the Restaurant under this Lease Agreement, free from any and all liability to the Lessee for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions. In making such repairs, alterations, and additions, the Landlord shall take such reasonable measures as are necessary to minimize interference with Lessee's operations of the Restaurant, for short term disruption of one week or less to Lessee's business where adequate accommodations can be made to minimize the inconvenience and injury to Lessee's business. If the Lessee's business is interrupted for more than one week, a pro-rata adjustment of the Average Percentage Fee paid or Base Rent, payable hereunder for the period of such interruption shall be made.
50. **Diminution for Landlords Repair:** Except as elsewhere specifically provided in this Lease Agreement, there shall be no allowance to Lessee for a diminution of Base Rent and no liability on the part of the Landlord by reason of inconvenience, annoyance or interference with Lessee's business arising from the Landlord or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Restaurant or West Lot Building, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Lessee's use of the Restaurant.

51. **Performance of Obligations:** Lessee covenants at all times during the term of this Lease Agreement to promptly perform all of the obligations of Lessee set forth in this Lease Agreement.
52. **Ingress and Egress:** Subject to rules and regulations, statutes and ordinances, and terms of this Lease Agreement governing the use of the Restaurant, Lessee, its agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.
53. **Assignment and Successors in Interest:** Lessee shall not assign this Lease Agreement or any portion thereof, nor any property associated with this Lease Agreement without prior written approval of the Landlord. Unapproved assignment shall be grounds for immediate termination of this Lease Agreement. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on assignees and other successors as may be approved by the Landlord.
- A. Lessee shall not enter into any sub-agreement for services required to be provided under this Lease Agreement without prior written approval of the Landlord. It is agreed that all terms and conditions of this Lease Agreement shall extend to and be binding on any sub-Lessees as defined in this Lease Agreement. Lessee shall be liable for acts and omissions by any sub-Lessee affecting this Lease Agreement. The Landlord reserves the right to require the removal of any sub-Lessee of the Lessee for any cause for which Lessee may be terminated.
- B. Any sub-agreement for Lease Agreement services must be made available and accounted for through the Lessee so as to provide seamless service to the public as if provided directly by the Lessee.
54. **Ownership of Lessee:** The ownership of the Lessee is very important to the Landlord. Therefore, the Landlord reserves the right to terminate this Lease Agreement at any time if more than 10% of the ownership of the Lessee has not been specifically approved by the Landlord. The Landlord may withhold approval of any proposed new owner for any reason it believes is in the best interests of the public. Lessee agrees to provide on 24-hour notice to the Landlord an accurate list of all owners of the Lessee, showing the percentage of ownership of each owner, and, any change of corporate name or corporate ownership. If Lessee's stock is listed on a major stock exchange, Lessee may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the Landlord.
55. **County's Property Insurance:** Any insurance the Landlord may maintain shall not cover Lessee's improvements and betterments, contents, or other property of Lessee. Lessee shall not violate, or permit the violation of, any condition imposed by any of the Landlord's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Restaurant which would increase the fire or other property or casualty insurance rate on the building or buildings in which the Restaurant is located or the property therein over the rate which would otherwise then be in effect (unless Lessee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the Landlord. If, by reason of any act or omission on the part of Lessee, the rate of property insurance on the Restaurant or West Lot Building or equipment or other property of the Landlord shall be higher than it otherwise would be, Lessee shall reimburse the Landlord, on demand, for that part of the premiums for property insurance paid by the Landlord because of such act or omission on the part of Lessee, which sum shall be deemed additional payment for purposes of collection only.

56. **Lessee's Insurance:** Upon Landlord's notification, the Lessee shall furnish to the Landlord's Risk Management Division, 111 NW 1<sup>st</sup> Street, Suite 2300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Lessee as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy must include coverage for products and completed operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Lessee.

All Insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than Class "V" as to strength, by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwich, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Lessee of any liability and obligation under this section or under any other section of this Lease Agreement.

Award is contingent upon receipt from the Lessee of insurance documents within fifteen (15) calendar days after County Mayor or designee approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Lease Agreement, the Lessee shall be verbally notified of such deficiency and shall have an additional five (5) days to submit a corrected certificate to the Landlord. If the Lessee fails to submit the required insurance documents in the manner prescribed in this Lease Agreement within twenty (20) calendar days after Board of County Commission approval, the Lessee shall be in Default of the contractual terms and condition and award of the contract will be rescinded, unless such time frame for submission has been extended by the Landlord.

The Lessee shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted by the Landlord. If insurance certificates are

scheduled to expire during the contractual period, the Lessee shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Landlord shall suspend the contract until such time as the new or renewed certificates are received by the Landlord in the manner prescribed in this Lease Agreement; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Landlord may, at its sole discretion, terminate this contract.

The Department reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Lessee. Modification or waiver of any of the aforementioned requirements is subject to approval of the Landlord's Risk Management Division.

57. **Indemnification:** The Lessee shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease Agreement by the Lessee or its employees, agents, servants, partners principals or sub-lessees. The Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by the Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.
58. **Liability for Damage or Injury:** The Landlord shall not be liable for damage or injury which may be sustained by any party or persons at the Restaurant other than the damage or injury if and to the extent caused by the gross negligence or intentional actions of the Landlord, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.
59. **Termination by Landlord:** The occurrence of any of the following may cause this Lease Agreement to be terminated by the Landlord upon the terms and conditions also set forth below:
- A. Termination upon written notice by the Landlord:
    - i. Institution of proceedings in voluntary bankruptcy or reorganization by the Lessee.
    - ii. Institution of proceedings in involuntary bankruptcy against the Lessee if such proceedings continue for a period of ninety (90) days.
    - iii. Assignment by Lessee for the benefit of creditors.
    - iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the Landlord.
    - v. The discovery of any misstatement in the Lessee's Proposal leading to award of this Lease Agreement, which in the determination of the Landlord significantly affects the Lessee's qualifications to perform under the Lease Agreement
    - vi. Unapproved change of ownership interest in Lessee and/or failure to submit the ownership list within 24 hours upon the request of the Landlord.
    - vii. Failure to cease any activity which may cause limitation of Landlord's use of

## West Lot Building.

- B. Termination after seven (7) calendar days written notice by the Landlord either by posting on or at the Restaurant and by certified or registered mail to any known address of Lessee set forth in this Lease Agreement hereof for doing any of the following:
- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s), including any late payment charges, during the seven (7) calendar day period following mailing of the written notice. Additionally, the Landlord may sue for Percentage Fee or Base Rent, and additional payment for the unexpired term of this Lease Agreement.
  - ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.
- C. Termination after fourteen (14) days written notice by the Landlord either by posting on or at the Restaurant or by certified or registered mail to the address of the Lessee set forth in this Lease Agreement:
- i. Non-performance of any covenant of this Lease Agreement other than non-payment of payment or performance fees and others listed in A and B above, and failure of the Lessee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.
  - ii. A final determination in a court of law in favor of the County in litigation instituted by the Lessee against the County or brought by the County against Lessee.
- D. Revenue Control and Audit Defaults: The inability or failure of the Lessee to provide the Landlord with an unqualified certified statement of Gross Receipts, or to strictly adhere to the revenue control procedures established in this Lease Agreement shall constitute a non-curable default and in such event the Landlord shall have the right to terminate this Lease Agreement upon seven (7) calendar days written notice to the Lessee. In addition to termination for such default, the Landlord shall be entitled to collect damages in the full amount of the Security Deposit required in this Lease Agreement.
- E. Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has repetitively defaulted (4) four times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, regardless of whether the Lessee has cured each individual condition of breach or default as provided herein above, the Lessee may be determined by the Director of the Department to be an "habitual violator". At the time that such determination is made, the Department shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease Agreement. In the event of any such subsequent breach or default, Landlord may terminate this Lease Agreement upon the giving of written notice of termination to the Lessee, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Lessee shall discontinue its operations at the West Lot Building, and proceed to remove all its

personal property in accordance with this Lease Agreement.

In the event that the Landlord terminates this Lease Agreement by operation of any of the provisions as stated in this Lease Agreement, then in addition to other rights and remedies available to the Landlord under the law, the Landlord may accelerate the rental payments under this Lease Agreement, whereupon the entire balance owed by the Lessee under this Lease Agreement shall become immediately due and payable without further notice or demand.

60. **Termination by Lessee:** Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the Landlord by certified or registered mail to the address set forth in this Lease Agreement to terminate this Lease Agreement at any time after the occurrence of one or more of the following events:
- A. A breach by the Landlord of any of the terms, covenants or conditions contained in this Lease Agreement and the failure of the Landlord to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Lessee, of the existence of such breach.
  - B. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the West Lot Building, or any substantial part, or parts, thereof in such a manner as substantially to restrict Lessee's operations for a period of ninety (90) calendar days or more.
61. **Cessation of Operation:** At the expiration or earlier termination of the term of this Lease Agreement, Lessee shall peaceably surrender the Restaurant and all operations at the Restaurant and shall ensure the Restaurant is in as good a condition as the Restaurant was on the Commencement Date of this Lease Agreement, ordinary wear and tear and damage by condemnation, fire or other casualty excepted. Lessee shall deliver all keys for the Restaurant to the Landlord at the place then fixed for the payment and shall notify the Landlord in writing of all combinations of locks, safes and vaults, if any, in the Restaurant. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Lessee's property or trade fixtures into or out of the Restaurant. Lessee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this Lease Agreement.
62. **Termination of Contract:** Following the termination of this Lease Agreement the Lessee, within fifteen (15) calendar days, or earlier if determined by the Landlord, shall forthwith remove all of its personal property not acquired under the terms of this Lease Agreement. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the Landlord for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the Landlord for whatever disposition is deemed to be in the best interests of the Landlord. The Landlord shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Lease Agreement. The Landlord shall have the senior interest in the Lessee's personal property. Lessee shall not remove any equipment, supplies in bulk, or fixtures within the Restaurant at any time without pre-approval in writing from the Landlord. Lessee shall be liable to the Landlord for the fair market value of any equipment, supplies in bulk, or fixtures removed without Landlord pre-approved written permission. Lessee shall also be liable for any expenses incurred by the Landlord in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the Landlord for any expenses incurred by the Landlord in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease Agreement that all furnishings and equipment purchased or leased by the Lessee except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Lessee. Upon the termination of this Lease

Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the Landlord in the condition set forth in this Paragraph.

63. **Unauthorized Operations:** If Lessee continues to use and operate the Restaurant after the expiration of the term of this Lease Agreement, or any option period, without a new Lease Agreement reduced to writing and duly executed and delivered (even if Lessee shall have paid, and Landlord shall have accepted, payment in respect to such unauthorized operations), Lessee shall be deemed to be operating and using the Restaurant only from month-to-month, subject to all covenants, conditions, and agreements of this Lease Agreement. If Lessee fails to surrender the Restaurant upon the termination of this Lease Agreement, then Lessee, in addition to any liabilities to Landlord accruing there from, shall indemnify and hold harmless the Landlord and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Lessee on such failure.
64. **Lien:** The Landlord shall have a lien upon all personal property of the Lessee on the Restaurant to secure the payment to the Landlord of any unpaid money accruing to the Landlord under the terms of this Lease Agreement.
65. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the West Lot Building for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the Landlord shall have no further liability under this Lease Agreement. In the event that a referendum vote of the electorate of the Landlord in any way restricts or prohibits the use of the Restaurant for the purposes of this Lease Agreement, this Lease Agreement will be null and void and unenforceable by any party to this Lease Agreement and the Landlord shall have no further liability under this Lease Agreement. If the Landlord deems the Lease Agreement null and void by function of this Paragraph, the Landlord will not be liable to the Lessee for damages arising there from and the Landlord shall have no further liability under this Lease Agreement.
66. **Non-Discrimination:** Lessee does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that:
- i. No person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Restaurant, except as provided by law.
  - ii. That in the construction of any improvements on, over, or under the premises and the furnishings of services thereon, no person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.
  - iii. By entering into this Lease Agreement, the Lessee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Lessee or any owner, subsidiary or other firm affiliated with or related to the Lessee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Lease Agreement void. This Lease Agreement shall be void if the Lessee submits a false affidavit pursuant to this Resolution or the Lessee violates the Act or the Resolution during the term of this Lease Agreement, even if the Lessee was not in violation at the time it submitted its affidavit.

- iv. The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
  - v. In the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate the Lease Agreement and re-enter and repossess said Restaurant thereon and hold the same as if said Lease Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.
  - vi. The Lessee shall not discriminate against any employee or applicant for employment in the performance of the contract with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.
67. **No Waiver of Right to Enforce:** The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of the Base Rent and Percentage of Monthly Gross Receipts, or additional payment hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease Agreement, other than the failure of Lessee to pay the particular Base Rent and Percentage of Monthly Gross Receipts, or additional payment so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Base Rent and Percentage of Monthly Gross Receipts, or additional payment. No covenant, term, or condition of this Lease Agreement shall be deemed to have been waived by the Landlord, unless such waiver is in writing by the Landlord, nor there any accord and satisfaction unless expressed in writing and signed by both the Landlord and Lessee.
68. **Rules and Regulations:** The Lessee will observe, obey, and comply with all rules and regulations adopted by the Landlord and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Lessee's operations under this Lease Agreement. Failure to do so will constitute a breach of the Lease Agreement.
69. **Notices:** Any notices submitted or required by this Lease Agreement shall be sent by registered or certified mail (or email or fax if provided below, with a hardcopy to the address below) addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.
1. To the County:
    - a) To the Project Manager (to mean the County Mayor or the duly authorized representative designated to manage the Project):  
  
Internal Services Department-Real Estate Development Division  
111 NW 1st Street, Suite 2460  
Miami, FL 33128  
Attn: Director  
Phone: (305) 375-1688  
Fax: (305) 375-4968

and

- b) To the Contract Manager (to mean Miami-Dade County's Assistant Director, Internal Services Department, or the duly authorized representative designated to manage the Contract):

Miami-Dade County  
 Internal Services Department  
 111 N.W. 1<sup>st</sup> Street, Suite 2100  
 Miami, FL 33128-1974  
 Attention: Assistant Director  
 Phone: (305) 375-5548  
 Fax: (305) 375-2316

- 2. To the Lessee:

Gourmet Chef on Tour, Corp.  
 2011 SW 70<sup>th</sup> Avenue, A-11  
 Davie, FL 33317  
 Attention: Keith Rose, President  
 Phone: 954-448-2406  
 Fax: 954-472-8366  
 Email: icchefrose@aol.com

or

to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party. The Landlord may alternatively provide notice by posting written notice on or at the Restaurant. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient that notice will have the effect of being constructively received by the recipient.

**70. Authority Of The Landlord's Project Manager**

- a) The Lessee hereby acknowledges that the Landlord's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Lease Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Lessee shall be bound by all determinations or orders and shall promptly obey and follow every order of the Landlord's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Lessee agrees with the Landlord's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Landlord's Project Manager as soon thereafter as is practicable.
- c) The Lessee must, in the final instance, seek to resolve every difference concerning the Lease Agreement with the Landlord's Project Manager. In the event that the Lessee and the Landlord's Project Manager are unable to resolve their difference, the Lessee may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these

procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Lease Agreement authorize the County Mayor or Mayor's designee, who may not be the Landlord's Project Manager or anyone associated with this project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Lease Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor or Mayor's designee may base his/her decision on whatever information, documentation or assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Lessee's performance meets the requirements of this Lease Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or Mayor's designee who participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Lease Agreement. All such disputes shall be submitted in writing by the Lessee to the County Mayor or Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor, or Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, or Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Lessee. Except as such remedies may be limited or waived elsewhere in the Lease Agreement, Lessee reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
71. **Interpretations:** This Lease Agreement and the appendixes and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Lease Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Lease Agreement. This Lease Agreement may be amended only by written document, properly authorized by both parties and executed. This Lease Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The Lease Agreement shall not be construed in favor of one party or the other. All matters involving the Lease Agreement shall be governed by laws of the State of Florida.
72. **Rights Reserved to Landlord:** All rights not specifically granted to the Lessee by this Lease Agreement are reserved to the Landlord. The designation of any particular remedy for the Landlord is without prejudice to any other relief available in law or equity, and all such relief is reserved to the Landlord.

73. **Entirety of Agreement:** The parties hereto agree that this Lease Agreement sets forth the entire Lease Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.
74. **Headings:** The headings of the various Paragraphs and Sections of this Lease Agreement, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease Agreement or any part or parts of this Lease Agreement.
75. **Waiver:** Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Lease Agreement shall not automatically invalidate the entire Lease Agreement.
76. **No Partnership or Agency:** The Landlord and the Lessee are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Lease Agreement does not constitute and shall not be represented to constitute a partnership between the Landlord and the Lessee.
77. **Choice of Venue:** Any litigation between the Landlord and the Lessee relating in any way to this Lease Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida, and shall be governed by the laws of Florida.
78. **Audits:** The Landlord, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Lease Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Lessee's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Landlord. Such records shall subsequently conform to Generally Accepted Accounting Principle requirements, as applicable, and shall only address those transactions related to this Lease Agreement.

Pursuant to County Ordinance No. 03-2, the Lessee will grant access to the County's Commission Auditor to review and audit all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Lessee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

79. **Vendor Registration/Conflict of Interest**

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Lease Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

<p>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b> (Section 2-8.1 of the County Code)</p> <p>2. <b>Miami-Dade County Employment Disclosure Affidavit</b> (Section 2-8-1(d)(2) of the County Code)</p> <p>3. <b>Miami-Dade Employment Drug-free Workplace Certification</b> (Section 2-8.1.2(b) of the County Code)</p> <p>4. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b> (Section 2-8.1.5 of the County Code)</p> <p>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b> (Section 10.38 of the County Code)</p> <p>6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b> (Section 2-8.1 of the County Code)</p> <p>7. <b>Miami-Dade County Code of Business Ethics Affidavit</b> (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. <b>Miami-Dade County Family Leave Affidavit</b> (Article V of Chapter 11 of the County Code)</p> <p>9. <b>Miami-Dade County Living Wage Affidavit</b> (Section 2-8.9 of the County Code)</p> <p>10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b> (Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. <b>Subcontracting Practices</b> (Ordinance 97-35)</p> <p>12. <b>Subcontractor /Supplier Listing</b> (Section 2-8.8 of the County Code)</p>	<p>13. <b>Environmentally Acceptable Packaging</b> (Resolution R-738-92)</p> <p>14. <b>W-9 and 8109 Forms</b> (as required by the Internal Revenue Service)</p> <p>15. <b>FEIN Number or Social Security Number</b> In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> <li>▪ Identification of individual account records</li> <li>▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County</li> <li>▪ Tax reporting purposes</li> <li>▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li> </ul> <p>16. <b>Office of the Inspector General</b> (Section 2-1076 of the County Code)</p> <p>17. <b>Small Business Enterprises</b> The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.</p> <p>18. <b>Antitrust Laws</b> By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p>
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b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

80. **Survival:** The parties acknowledge that any of the obligations in this Lease Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Lessee and the Landlord under this Lease Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective as of the date first herein above set forth.

Lessee

Miami-Dade County

By: [Signature]

By: \_\_\_\_\_

Name: KETH ROSE

Name: Carlos A. Gimenez

Title: PRESIDENT

Title: Mayor

Date: 10-2-13

Date: \_\_\_\_\_

Attest: [Signature]  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency

NOTARY PUBLIC-STATE OF FLORIDA  
Tracy Ann Budhoo  
Commission # EE036773  
Expires: OCT. 24, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

\_\_\_\_\_  
Assistant County Attorney

## Appendix A Scope of Services

### 1. Background

The Lessee shall develop and operate a Restaurant within the County's West Lot Building. The West Lot building is located in downtown Miami across the street from the Stephen P. Clark Center ("Government Center"), at 220 N.W. 3rd Street, Miami, Florida, 33128.

The area designated for the Restaurant is located on the ground floor of the West Lot building, located at the northwest corner of N.W. 2nd Street and N.W. 2nd Avenue and has approximately 1,263 square feet. The Lessee shall have the use of the leased space as shown on the attached map and layout/floor plan (Attachment A). The Lessee will not be permitted to perform any cooking (including functions such as baking, roasting, and/or frying) in the restaurant, due to the design of the leased space which does not provide sufficient ventilation and fire suppression equipment to accommodate cooking. Only food items that can be heated, re-heated, warmed, and microwaved are permitted to be sold in the Restaurant.

The Building received a certificate of occupancy on September 21, 2012. The build-out for the interior of the building is expected to be completed by April 1, 2014. The County agency scheduled to occupy the Building is the Tax Collector's Office, with an expected occupancy of 2015. Currently, the Tax Collector's Office is located at 140 West Flagler Street, and receives approximately 200,000 visitors annually.

The parking garage is connected to the Building, and provides approximately 805 parking spaces. The parking garage was designed to accommodate the parking needs of the West Lot building, designated County employees and visitors of the Tax Collector's Office, in addition to future visitors and patrons of the nearby Children's Courthouse ("Courthouse"), a new Courthouse, which is under construction, and will be located at the corner of N.W. 2<sup>nd</sup> Avenue and N.W. 3<sup>rd</sup> Street. The Courthouse will not contain public parking for visitors or patrons visiting the Courthouse, or for employees. As a result, public and the majority of employee parking for the Courthouse will be at the West Lot building parking garage.

### 2. Preferred Qualification Requirements

The County has relied on the Lessee's Proposal to determine that Lessee has met the Preferred Qualifications. The Lessee shall maintain such qualifications to the satisfaction of the County as follows:

- A. Lessee shall have at least five (5) years' experience, as an owner/manager/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 \$50,000 per year.
- B. Lessee shall have knowledge of the legal requirements that are needed for the development and operation of food and beverage service facilities.
- C. Lessee shall have adequate financial strength to provide equipment, furniture and fixtures, start-up operations and reasonable working capital.

**3. Requirements and Services to be Provided**

The leased space will be provided in its "as-is" condition. The County will not pay for or reimburse the Lessee to paint or improve the leased space. The Lessee shall perform any and all Restaurant improvements, in compliance with the South Florida Building Code, and in accordance with the Lease Agreement.

The Lessee shall bear all costs associated with all improvements to the Restaurant and all such improvements which are fixed to the premises shall become the property of the County at the termination of any agreement as a result of this Solicitation.

**A. General Services**

The Lessee shall:

1. Secure and comply with any and all permits/licenses necessary for the establishment and operation of a Restaurant or other prepared food service provider, as may be required by any and all government entities, agencies and/or authorities, including, but not limited to, the County, the City of Miami, and the State of Florida.
2. Comply with all applicable rules and regulations adopted by the County, 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 Lessee's operation of the Restaurant.
3. Prepare an appropriate emergency evacuation plan and hurricane plan and provide it to the County prior to commencement of the operation of the Restaurant. Thereafter, the Lessee shall provide the County with any and all updates to the plans.

**B. Operation and Quality of Services**

The Lessee shall:

1. Establish a quality food service restaurant. The Restaurant shall provide quality products and excellent customer service, with an emphasis on appearance and ambiance in maintaining competitiveness with other food and beverage destinations in the local marketplace.
2. Create a visually exciting and inviting restaurant environment, through a creative restaurant design, including displays, signage, graphics, and lighting.
3. Develop a detailed operation, signage, and marketing plan for County approval subject to implementation. At a minimum, the plan shall include the budget for operation and marketing of the business including outdoor advertising signage, marketing, and promotions. The marketing portion of the plan shall be updated at a minimum of once annually, and submitted to the County for approval.
4. Provide an original menu, and menu pricing for County approval. Any changes in the menu and menu pricing require the County's prior written authorization.
5. Be in full operation to provide food and beverage service no later than one hundred eighty (180) days following the award date of the contract. The County reserves the right to extend this time-frame if necessary.

6. Operate the Restaurant at a minimum, five (5) days a week, Monday through Friday, continuously from 7:30 AM to 5:30 PM, except on County, State and Federal holidays. Any changes in the hours of operation require the County's prior written authorization.
7. Maintain all foodservice areas and equipment, at minimum, in a safe manner as outlined in the Food and Drug Administration Food Code, Chapter 64E-11, Florida Administrative Code, and in compliance with the Florida Department of Business & Professional Regulation.
8. Pursuant to Section 509.039, Florida Statutes, employ a qualified full-time on-site certified professional food manager with experience in the management of a restaurant or similar type of operation. The manager shall be available during all business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibilities of the Lessee. The Lessee and employees shall be distinctly uniformed or appropriately attired so as to be distinguishable as the Lessee's employees.
9. Have adequate staffing at all times to provide good, prompt and efficient service to meet all reasonable demands.
10. Purchase Access and/or Identification Cards for permanent employees. All employees with access to the Restaurant shall go through the County's background check service. The cost for said service, per person, is \$45.00, plus an additional \$15.00 for each Identification/Access Card.

**C. Improvement, Maintenance and Repairs**

The Lessee shall:

1. Prepare a Conceptual Plan, which illustrates how the space will look upon completion of the build-out. The plan should describe what types of food will be served in the restaurant, and the anticipated hours of service. The build-out, including any alteration/remodeling, shall be completed within one hundred eighty (180) days from contract award subject to permitting. No alterations, changes or additions to the space shall be made by the Lessee without the prior written consent of the County. All work shall be in compliance with applicable building codes, including, but not limited to the American with Disabilities Act (ADA), and performed by licensed and insured contractors.
2. Provide ample tables and chairs for the dining room, and any outdoor seating area, along with any and all other furniture, fixtures and equipment required for the operation of the Restaurant. Operate and maintain the entire premises in a first-class manner and condition.
3. Keep and maintain the Restaurant in a clean and neat condition. Janitorial services, interior and exterior maintenance including, but not limited to air conditioning maintenance and repairs, and pest control shall be the sole responsibility and expense of the Lessee. The Lessee shall contract a licensed and insured air conditioning contractor to perform regular routine maintenance and necessary repairs to the separate air conditioning unit servicing the Restaurant. The Lessee shall provide a copy of the air conditioning maintenance agreement with a licensed and insured air conditioning contractor within one hundred and eighty (180) days from contract award.

4. Abide by the County's Integrated Pest Management guidelines for pest control.
5. Provide continued maintenance after the Restaurant opens for business, in the event the Lessee fails to properly maintain the Restaurant, and/or fails to make necessary alterations, changes, additions, repairs, rebuilding, remodeling or repainting of the Restaurant, the County, in accordance with the terms and conditions of the Lease Agreement, may make the needed corrections or repairs, on behalf of the Lessee, and the cost and expenses of such repairs and alterations shall be the responsibility of the Lessee.
6. Provide security for the interior of the Restaurant at its own discretion. The County is not responsible for the security pertaining to the Restaurant, including but not limited to any employees, customers or patrons, and/or the Lessee's furnishings, fixtures, equipment, soft goods, and/or supplies.

Notes: 1. While the County has no objection to outdoor seating, the Lessee shall provide a seating plan to the County for approval and shall secure any and all necessary permits and/or authorizations from the appropriate governmental entity, office or agency if outside seating is proposed.

2. The County currently has a recycling program in place at Government Center, in which the Lessee may participate. Presently, paper, cardboard, aluminum, and printer cartridges are being recycled.

#### **D. Financial**

The Lessee shall submit to the County a Pro Forma Statement 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 Lessee determines will be required to maintain operations. Additional information shall include but not limited to estimated costs for improvements or repairs, with projected expenses for furniture, fixtures, and equipment.

#### **2.4 Operating Fees**

The Lessee shall pay to the County Operating Fees, which includes a Minimum Annual Guarantee, a Percentage of Total Monthly Gross Receipts and other related Service Fees.

##### **A. Minimum Annual Guarantee (MAG) or Base Rent**

The Lessee shall pay an annual Base Rent, due in twelve equal monthly payments, on the first day of each month.

**And**

##### **B. Percentage of Total Monthly Gross Receipts**

The Lessee shall pay in addition to the Base Rent, the Percentage of Gross Monthly Receipts, which represents a proposed percentage of the Lessee's monthly gross receipts, within ten days following the end of each month during the term of the lease.

##### **C. Common Area Maintenance Fee**

The Lessee shall be responsible for a monthly common area maintenance fee (Refer to Attachment C for Common Area Map, inclusive of 7% State sales tax) currently estimated at \$600.00 per month (Fee based on cost and subject to annual adjustments).

**D. Business Operational Fee**

The Lessee shall be responsible for a monthly building operational fee for Water and Electricity (sales tax does not apply) currently estimated at \$130.00 per month (Fee based on usage and reconciled on an annual basis based on sub-meter readings).

**Date:** July 30, 2013

**To:** Lester Sola  
Director  
Internal Services Department

**Thru:** Miriam Singer, CPPO  
Assistant Director  
Internal Services Department *M. Singer*

**From:** Pearl P. Bethel, CPPB  
Procurement Contracting Officer 2  
Chairperson, Evaluation/Selection Committee

**Subject:** Report of Evaluation/Selection Committee for RFP No. 836, West Lot Restaurant

The County issued a solicitation to obtain proposals from experienced and qualified firms interested in leasing commercial/retail space at the County's West Lot Building for the purposes of operating a restaurant.

The Evaluation/Selection Committee (Committee) has completed the evaluation of the sole proposal submitted in response to the solicitation following the guidelines published in the solicitation.

**Committee meeting dates:**

- July 9, 2013 (kick-off meeting)
- July 18, 2013 (evaluation and scoring)
- July 25, 2013 (orals, scoring and recommendation)

**Verification of compliance with contract measures:**

Not applicable since no contract measures were assigned to this solicitation.

**Verification of compliance with minimum qualification requirements:**

The solicitation did not have any minimum qualification requirements.

**Local Certified Service-Disabled Veteran's Business Enterprise Preference:**

Veteran's Preference was considered in accordance with the applicable ordinance. The sole proposer did not qualify for the preference.

**Summary of scores:**

The preliminary scores are as follows:

Proposer	Pre-Oral Presentations			Monthly Guarantee/ % of Monthly Gross Receipts Submitted
	Technical Score	Price Score	Total Combined Score	
1. Gourmet Chef On Tour, Corp.	(max.400) 328	(max.100) 73	(max.500) 401	\$1,000/ 5%

The Committee decided to hold oral presentations since the proposal required further clarification.

The final scores are as follows:

Post-Oral Presentations				
Proposer	Technical Score (max.400)	Price Score (max.100)	Total Combined Score (max.500)	Monthly Guarantee/ % of Monthly Gross Receipts Submitted
1. Gourmet Chef on Tour, Corp.	342	79	421	\$1,000/ 5%

**Local Preference:**

Local Preference was considered in accordance with applicable ordinance, but did not affect the outcome as only one proposal was submitted in response to the solicitation.

**Other information:**

A Committee member, Greg Owens, was unable to attend the evaluation meeting due to a medical emergency. The Committee Chairperson, along with the client department determined that it was in the County's best interest to move forward with the evaluation meeting as scheduled, without Mr. Owens. The remaining five Committee members possessed sufficient expertise to complete the evaluation.

**Negotiations:**

The Committee recommends that the County enter into negotiations with the sole proposer, Gourmet Chef on Tour, Corp. The following individuals will participate in the negotiations:

- Pearl P. Bethel, Procurement Contracting Officer II, Internal Services Department
- Robert Warren, Real Estate Advisor, Internal Services Department
- Steven Mayers, Real Estate Advisor, Internal Services Department
- Peter Cam, Assistant Tax Collector, Internal Services Department

**Consensus Statement:**

The Committee determined that the recommended proposer, Gourmet Chef on Tour, Corp., has the necessary qualifications, relevant experience, and capabilities to effectively operate a restaurant. The firm currently operates cafeterias in three other locations; University of Miami, Main Campus, Carlos Albizu University, Doral, and University of Miami Rosenstiel School of Marine Atmospheric Science, Virginia Key. These sites are very similar in concept and design to the proposed West Lot Building restaurant. The firm has the financial capacity needed to lease, complete the build-out, and operate a restaurant as demonstrated by their proposal.

The key personnel that will be assigned to manage and operate the restaurant are knowledgeable about the marketing requirements for the area and clientele, and have in-depth experience in operating a restaurant of this type. The firm's operation plan demonstrated a commitment to excellence, health, and quality control. Additionally, the firm's proposed marketing plan demonstrated a commitment to the promotion of the restaurant to the existing local market population. The approach to providing the services was forward-thinking, demonstrating an interest in growing the business over the ten-year term, while ensuring a close working relationship with the County for the continued promotion and marketing of the restaurant.

Page 3  
Memo to Lester Sola  
Report of Evaluation/Selection Committee for RFP No.836, West Lot Restaurant

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet.

Approved

  
\_\_\_\_\_  
Lester Sola  
Director

7/31/13  
Date

# COMPOSITE SCORES (Pre-Orals)

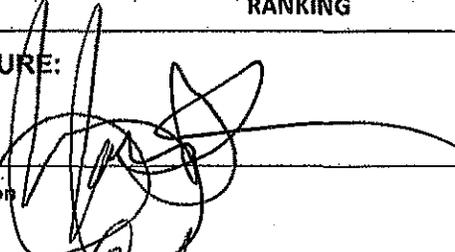
RFP NO. 836

WEST LOT RESTAURANT

## EVALUATION OF PROPOSALS

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points Per Member	Maximum Total Points (5 members)	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	200	174
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	50	30
Proposer's approach to providing the services requested in this Solicitation		30	150	124
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>400</b>	<b>328</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>				
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	100	73
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>500</b>	<b>401</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	<del>                    </del>	<del>                    </del>
<b>TOTAL POINTS</b>		<b>100</b>	<b>500</b>	<b>401</b>
<b>RANKING</b>				

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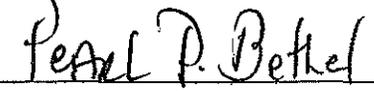


Chairperson

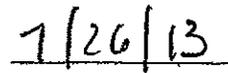


Reviewed By

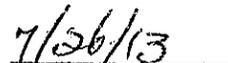
PRINT NAME:



DATE:







## EVALUATION OF PROPOSALS (Pre-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Dennys Gonzalez (ISD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	39
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	9
Proposer's approach to providing the services requested in this Solicitation		30	25
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>73</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	5
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>78</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	<del> </del>
<b>TOTAL POINTS</b>		<b>100</b>	<b>78</b>

# EVALUATION OF PROPOSALS (Pre-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Monica Viener (ISD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	36
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	8
Proposer's approach to providing the services requested in this Solicitation		30	15
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>59</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	18
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>77</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	
<b>TOTAL POINTS</b>		<b>100</b>	<b>77</b>

## EVALUATION OF PROPOSALS (Pre-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Robert Warren (ISD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	34
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	6
Proposer's approach to providing the services requested in this Solicitation		30	26
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>66</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	15
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>81</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	
<b>TOTAL POINTS</b>		<b>100</b>	<b>81</b>

## EVALUATION OF PROPOSALS (Pre-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Shanae Turner (Seaport)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	35
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	5
Proposer's approach to providing the services requested in this Solicitation		30	30
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>70</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	20
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>90</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	
<b>TOTAL POINTS</b>		<b>100</b>	<b>90</b>

## EVALUATION OF PROPOSALS (Pre-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Peter Cam (FN)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	30
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	2
Proposer's approach to providing the services requested in this Solicitation		30	28
<b>TOTAL TECHNICAL POINTS</b>		80	60
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	15
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		100	75
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	
<b>TOTAL POINTS</b>		100	75

# COMPOSITE SCORES (Post-Orals)

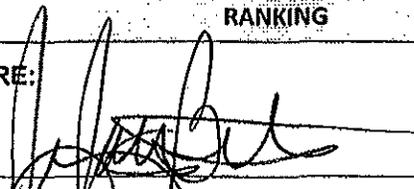
RFP NO. 836

WEST LOT RESTAURANT

## EVALUATION OF PROPOSALS

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points Per Member	Maximum Total Points (5 members)	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	200	182
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	50	37
Proposer's approach to providing the services requested in this Solicitation		30	150	123
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>400</b>	<b>342</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>				
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	100	79
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>500</b>	<b>421</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	<del> </del>	<del> </del>
<b>TOTAL POINTS</b>		<b>100</b>	<b>500</b>	<b>421</b>
<b>RANKING</b>				

SIGNATURE:



Chairperson

*Lydia Osborne*

Reviewed By

PRINT NAME:

*Pearl P. Belhel*

DATE:

*7/26/13*

*LYDIA OSBORNE*

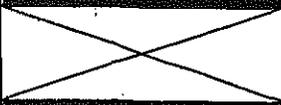
*7/26/13*

# EVALUATION OF PROPOSALS (Post-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Peter Cam (FN)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	35
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	4
Proposer's approach to providing the services requested in this Solicitation		30	28
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>67</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	15
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>82</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	
<b>TOTAL POINTS</b>		<b>100</b>	<b>82</b>

# EVALUATION OF PROPOSALS (Post-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Dennys Gonzalez (ISD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	39
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	10
Proposer's approach to providing the services requested in this Solicitation		30	25
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>74</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	10
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>84</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	
<b>TOTAL POINTS</b>		<b>100</b>	<b>84</b>

# EVALUATION OF PROPOSALS (Post-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Monica Viener (ISD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	36
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	8
Proposer's approach to providing the services requested in this Solicitation		30	15
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>59</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	18
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>77</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	<del> </del>
<b>TOTAL POINTS</b>		<b>100</b>	<b>77</b>

# EVALUATION OF PROPOSALS (Post-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Robert Warren (ISD)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	34
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	7
Proposer's approach to providing the services requested in this Solicitation		30	25
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>66</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	16
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>82</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	
<b>TOTAL POINTS</b>		<b>100</b>	<b>82</b>

## EVALUATION OF PROPOSALS (Post-Orals)

RFP NO. 836

WEST LOT RESTAURANT

Shanae Turner (Seaport)

SELECTION CRITERIA ↓	PROPOSERS →	Maximum Points	Gourmet Chef on Tour, Corp
Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation		40	38
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	8
Proposer's approach to providing the services requested in this Solicitation		30	30
<b>TOTAL TECHNICAL POINTS</b>		<b>80</b>	<b>76</b>
<b><u>PRICE and FINANCIAL CRITERIA</u></b>			
Proposer's Financial capabilities, Pro-forma, Base Fee, Percentage Fee and Capital Improvement Investment		20	20
<b>TOTAL TECHNICAL and PRICE POINTS</b> <i>(Technical &amp; Price rows above)</i>		<b>100</b>	<b>96</b>
<b>VETERAN'S PREFERENCE</b> <i>(5% of Total Technical Points)</i>		5%	
<b>TOTAL POINTS</b>		<b>100</b>	<b>96</b>

# Memorandum



**Date:** July 10, 2013  
**To:** Those Listed Below  
**From:** Carlos A. Gimenez  
Mayor   
**Subject:** Appointment of Selection Committee for Miami-Dade Internal Services Department, Real Estate Development Division Request for Proposals (RFP) for West Lot Restaurant- RFP No. 836 (**Replacement/Addition**)

---

Please be advised that alternate member Kathleen Haley of Miami-Dade Parks, Recreation and Open Spaces is being replaced with Sarah Abate of the Miami-Dade Aviation Department, due to Ms. Haley's forthcoming retirement and Hydi Webb of Seaport is being replaced with Shanae Turner of the same department due to Ms. Webb's prior commitments. Additionally, Peter Cam of the Finance Department is being added as a voting member.

If you have any questions, please contact Veronica Clark, Assistant to the Director at (305) 375-4770.

#### Selection Committee

Pearl Bethel, ISD (Non-Voting Chairperson)  
Dennys Gonzalez, ISD  
Monica Viener, ISD  
Robert Warren, ISD  
Shanae Turner, Seaport  
Greg Owens, MDAD  
Peter Cam, Finance  
Sarah Abate, MDAD (Alternate)

#### Technical Committee

Steven Mayers, ISD

c: Lester Sola, Director, ISD  
Bill Johnson, Director, Seaport  
Emilio Gonzalez, Director, MDAD  
Jack Kardys, Director, PROS  
Ed Marquez, Deputy Mayor/Director, Finance  
Jack Osterholt, Deputy Mayor/Director, RER  
Veronica Clark, Assistant to the Director, SBD/RER

# Memorandum



**Date:** May 9, 2013

**To:** Those Listed Below

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name and title.

**Subject:** Appointment of Selection Committee for Miami-Dade Internal Services Department, Real Estate Development Division Request for Proposals (RFP) for West Lot Restaurant- RFP No. 836.

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In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Internal Services Department, Real Estate Development Division Request for Proposals (RFP) for West Lot Restaurant- RFP No. 836.

Selection Committee

Peal Bethel, ISD (Non-Voting Chairperson)  
Dennys Gonzalez, ISD  
Monica Viener, ISD  
Robert Warren, ISD  
Hydi Webb, Seaport  
Greg Owens, MDAD  
Kathleen Haley, PROS (Alternate)

Technical Committee

Steven Mayers, ISD

You are directed to assist me in the selection process considering the factors delineated in the solicitation. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum from your department director documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the solicitation. The Selection Committee will meet to review the written proposals. If required, the Selection Committee will select firms to make oral presentations to the Selection Committee at a properly noticed public hearing. If proposers are invited to make oral presentations, the Selection Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness. All requests for responsiveness determinations shall be made in writing by the issuing department to the County Attorney's Office.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Internal Services Department (ISD) may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Upon completion of the evaluation process, the Selection Committee Chairperson shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the recommended firm(s) with attach supporting documentation which MUST include the following information:

Name of firm(s)  
Quality Rating Score  
Price  
Adjusted Score (if applicable)  
Committee's Overall Ranking

This report should be submitted to me through ISD for review and consideration.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyist and/or consultants. Selection Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are restrictions on communications regarding the solicitation with potential proposers, service providers, lobbyists, consultants, or any member of the County's professional staff. Violation of this policy could lead to termination of County service.

All questions must be directed to the staff contact person designated by the issuing department.

c: Lester Sola, Director, ISD  
Bill Johnson, Director, Seaport  
Emilio Gonzalez, Director, MDAD  
Jack Kardys, Director, PROS  
Jack Osterholt, Deputy Mayor/Director, RER  
Mario Goderich, Assistant Director, Business Affairs/RER

Selection Committee

Peal Bethel, ISD (Non-Voting Chairperson)  
Dennys Gonzalez, ISD  
Monica Viener, ISD  
Robert Warren, ISD  
Hydi Webb, Seaport  
Greg Owens, MDAD  
Kathleen Haley, PROS (Alternate)

Technical Committee

Steven Mayers, ISD