

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. N/A

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES
 NO

Requisition No./Project No.: RQPR1600014/RFP-00375
 TERM OF CONTRACT: 8 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: Restaurant Operations at County Club of Miami

Description: PROS is soliciting proposals for restaurant operations at County Club of Miami. Services include a) operating the Restaurant's food and beverage services; b) marketing the Restaurant and the mobile concession services; and c) providing mobile concession units.

Issuing Department: PROS
 Contact Person: Jessica Tyrrell
 Phone: 305-375-4946

Estimated Revenue: 4,000,000
 Funding Source: GENERAL
 FEDERAL
 OTHER

Rev. Gen.

ANALYSIS

Commodity Codes:	96219	96240	98940	96738	96138
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	EXISTING	2ND YEAR	3RD YEAR		
Contractor:	County Operated				
Small Business Enterprise:					
Contract Value:					
Comments:					

Continued on another page (s):
 YES
 NO

RECOMMENDATIONS

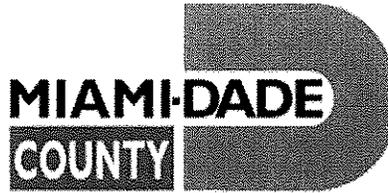
	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: Jessica Tyrrell
 Date sent to SBD: 4/12/16

Date returned to DPM: _____

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



**REQUEST FOR PROPOSALS (RFP) No. 00375
FOR
RESTAURANT OPERATIONS AT COUNTY CLUB OF MIAMI**

PRE-PROPOSAL SITE VISIT TO BE HELD:

_____, 2016 at ____:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for the
Parks, Recreation, and Open Spaces Department

COUNTY CONTACT FOR THIS SOLICITATION:

Jessica Tyrrell, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4946
E-mail: tyrrell@miamidade.gov

PROPOSAL RESPONSES DUE:

INSERT DATE AND TIME

IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

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

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see**

addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

2.0 SCOPE OF SERVICES

2.1 Background of County Club of Miami - General

Miami-Dade Park and Recreation & Open Spaces (PROS) services approximately 25 million people per year, who use County parks, attend County events, and participate in County programs. PROS is one of the busiest and largest leisure service agencies in the United States, and is the first park and recreation agency in the State of Florida to receive the Governor's Sterling Award (2009), which recognizes organizations and businesses in Florida that have successfully achieved performance excellence within their management and operations. For additional information on PROS, visit their website at <http://www.miamidade.gov/parks>.

PROS owns and operates the Country Club of Miami, a 36-hole championship golf course that features two beautifully manicured Florida golf courses with lush fairways. A Robert Trent Jones design, the Country Club of Miami was founded in 1961, with Arnold Palmer as its first professional. As Country Club of Miami's most famous member and resident, comedian-actor Jackie Gleason played host to celebrity golfers including Bob Hope and Bing Crosby. Jack Nicklaus played his first professional tournament and Lee Trevino won his fourth professional at the club.

Country Club of Miami West Course, a 7,017-yard par-72 course with a slope of 132, hosted the 1991 Senior PGA Tour National Qualifying School. Its treacherous bunkers, lush fairways, and rolling greens offer a challenging adventure. The course was the original site for the former National Airlines Open.

Country Club of Miami East Course, a 6,353-yard par-70 layout with a slope of 124, requires shot placement and strategy from both the novice and serious golfer.

Amenities also include an all grass driving range, large pitching, putting and chipping areas, and PGA instruction to assist golfers in developing their games. A spacious banquet room (The Gleason Room), able to accommodate up to 300 guests and an attractive bar and dining area, and large kitchen and banquet staging areas complement the 36-hole public golf facility.

2.2 Background of County Club of Miami - Restaurant

A spacious banquet room (The Gleason Room), able to accommodate up to 300 guests and an attractive bar and dining area, and large kitchen and banquet staging areas complement the 36-hole public golf facility.

Note: The County has a limited amount of furnishings (table and chairs) and kitchen equipment that is available for use by the selected Proposer at the Restaurant. These items are indicated in Attachment A – List of Equipment.

2.3 Previous Contractor Unaudited Gross Receipts

Period	Gross Receipts	Notes
1/1/11-7/31/11	\$255,688.30	
8/1/11-7/31/12	\$433,249.63	
8/1/12-7/31/13	\$283,038.96	Receipts missing from October 2012, April 2013, and July 2013
8/1/13-7/31/14	\$212,047.05	Receipts missing from August 2013 through December 2013
8/1/14-7/31/15	\$108,040.14	Receipts missing from September 2014 through December 2014 and March 2015 through July 2015.
Total	\$1,292,064.08	

The County anticipates that gross revenues will exceed \$400,000 per year if operated for twelve consecutive months.

2.4 Qualifications

The selected Proposer should have:

- 2.4.1 Experience in the development and provision of food and beverage service facilities, including related activities.
- 2.4.2 Experience in restaurant operations at a golf course including table-side service and banquette operations.
- 2.4.3 Knowledge of the legal requirements that are involved in this type of operation.
- 2.4.4 Adequate financial strength to provide any additional equipment, furniture and fixtures, start-up operations and reasonable working capital.

2.5 Facility Operation Requirements

- 2.5.1 Coordinate activities with the on-site County golf course manager during normal operations. Typically, operations can begin as early as 7:00A.M., and close as late as 10:00 P.M. to accommodate the golf driving range and late functions. The County will work with selected Proposer to establish a standard operating schedule to meet the needs of golf course patrons.
- 2.5.2 Any equipment, furnishings, signage, and advertising installed, uninstalled, or replaced within the Facilities, Park, or in, on, or adjacent to the Facilities or Park, as well as all use and operations of the Park by the selected Proposer shall be in compliance with Article 7 of the Home Rule Charter, all governmental authorities having jurisdiction, and in keeping with the appropriate standards of decor at the Park, and must be approved by the County prior to installation. All new equipment, furnishings, signage, and advertising provided shall meet the requirements of all applicable building, fire, pollution and other related codes.

2.6 Services to be Provided

2.6.1 General Services to be Provided

The selected Proposer shall:

- 2.6.1.1 Operate the Restaurant and related services as applicable, as approved by the County, in a manner normally associated with this type of operation and the restaurant industry, in accordance with Article 7 of The Home Rule Amendment and Charter as amended November 4, 2014 (Attachment A);
- 2.6.1.2 Furnish prompt and efficient service that meets the golf course and restaurant patrons' needs and all other reasonable demands, including establishing a minimum schedule and hours of operation for restaurant and mobile concession unit operations, subject to the approval of the County;
- 2.6.1.3 Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all work;
- 2.6.1.4 Manage, operate and maintain the Facilities and provide Services and activities in accordance with legal requirements and safety practices required for the safe operation;
- 2.6.1.5 Take good care of the Facilities and using the same in a careful manner and, at its own expense, repair County property and facilities damaged by its operations;
- 2.6.1.6 Keep all equipment and supplies necessary to maintain the Facilities in the same condition as at the commencement of any agreement issued as a result of this RFP or better;
- 2.6.1.7 Provide assistance, expertise, and technical advice to the County regarding general changes in the industry rules and regulations, safety and operation of the Facilities, suggesting the types of equipment, merchandise, services, and promotional methods associated with this type of operation;
- 2.6.1.8 Ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the selected Proposer's employees and not as employees of the County;
- 2.6.1.9 Provide all labor to repair and maintain the day-to-day operations of the Facilities;
- 2.6.1.10 Prepare plan(s) for emergencies, including, but not limited to, fire, acts of nature, etc., and implement the approved plan(s) if instructed to do so by the County;
- 2.6.1.11 Obtain all permits/licenses that are necessary for the provision of the services as may be required by the County and State.
- 2.6.1.12 Comply with all applicable rules and regulations adopted by the County and all laws, ordinances, and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to selected Proposer's operations of the Restaurant.

2.6.2 Restaurant Services to be Provided

The selected Proposer shall:

- 2.6.2.1 Provide all furnishings, fixtures, equipment, and soft goods at its own expense to fulfill the requirements herein. All furnishings equipment, etc., furnished by selected Proposer, shall be of good quality and suitable for its purpose.
- 2.6.2.2 Provide a wide variety of food and beverage services in a manner that ensures a high-level of service and quality to all customers. At a minimum, food and beverage services shall be provided on a set schedule (early breakfast, lunch and dinner) during the regularly scheduled operating hours for the Country Club of Miami Golf Course. The selected Proposer shall provide snack type services for the balance of the operating day as approved by PROS. Style of menu and prices are subject to approval by PROS.
- 2.6.2.3 Maintain all foodservice areas and equipment in a safe manner as outlined in the Minimum Operating Standards for Foodservice (See Attachment C).
- 2.6.2.4 Note: The selected Proposer shall not have exclusive rights to the Gleason Room at the Country Club of Miami. PROS County Club of Miami Management Team will coordinate the schedule for the Gleason Room. The selected Proposer may submit to PROS, adequate collateral material regarding the selected Proposer's food and beverage service, for inclusion, as a handout, with all functions and party permits issued by the County for the Gleason Room area. Corkage fees for tournaments shall be reasonable, appropriate, and within industry standards for a municipal golf course. The fees must be approved by PROS, and any request for changes must be made in writing.

2.6.3 Marketing Services for Restaurant and Mobile Concession Unit Services**2.6.3.1****2.6.4 Mobile Concession Unit Services**

- 2.6.4.1 Provide all furnishings, fixtures, equipment, soft goods, and mobile concession units at its own expense to fulfill the requirements herein. All furnishings equipment, etc., furnished by selected Proposer, shall be of good quality and suitable for its purpose.
- 2.6.4.2 Provide a variety of food and beverage services in a manner that ensures a high-level of service and quality to all customers. All beverages sold on the golf course by mobile unit shall be distributed in individual cups or cans. Glass bottles are not permitted on the golf course.
- 2.6.4.3 Maintain all foodservice equipment in a safe manner as outlined in the Minimum Operating Standards for Foodservice (See Attachment C).

2.7 County's Rights and Responsibilities

- 2.7.1 The County shall have sole discretion in determining what related services may or may not be provided. The County may allow the selected Proposer to provide additional services and/or use County adjacent space or within the Park, upon such terms as the parties may agree. Such additional services must follow the theme of the approved purpose of any agreement issued as a result of this solicitation.
- 2.7.2 The County shall have the right to request revision of menu items and prices on all Services provided by the selected Proposer.
- 2.7.3 The County reserves the right to schedule special events that may preclude the selected Proposer from operating in the Facilities or providing the Services, or a portion thereof, for a limited time. The County will use reasonable efforts to notify the selected Proposer as early as possible of these special events.
- 2.7.4 The County shall have the right, without limitation, to monitor and test the quality of Services of the selected Proposer, 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.
- 2.7.5 The County shall have the authority to make periodic reasonable inspections of all the Facilities, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The selected Proposer shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at

the County's discretion to determine whether the selected Proposer is operating in compliance with the terms and provisions of this Contract.

- 2.7.6** The County reserves the right to determine the attractiveness and appropriateness of the Facilities and to request that the selected Proposer make changes, if necessary, and such determinations by the County shall be considered final.
- 2.7.7** The County shall have the right, at its sole cost and expense, without limitation, to make any repairs, alterations and additions to any structures and facilities, including the Facilities covered under this Contract, free from any and all liability for loss of business or damages of any nature whatsoever during the making of such repairs, alteration and additions.

2.8 Proposer's Rights and Responsibilities

- 2.8.1** The selected Proposer shall be responsible for all operating expenses, including Utilities associated with the day-to-day operations, with the exception of waste collection services which will be provided by the County at no cost to the selected Proposer. The selected Proposer shall pay for all charges for Utility services used or consumed in or upon the Facilities including, but not limited to: electricity, water, and sewerage charges under this Contract. Such charges are separately measured by metering or otherwise. Selected Proposer shall transfer service into the name of the Proposer and pay the actual cost thereof. Selected Proposer shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the Park as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment.
- 2.8.2** Selected Proposer shall be responsible for janitorial service and pest extermination service within the Facilities. The selected Proposer shall keep the Facilities and equipment clean at all times. If the Facilities and equipment are not kept clean in the opinion of the County, the selected Proposer will be advised and if correction action is not immediately taken, the County will cause the same to be cleaned and/or treated and the selected Proposer shall assume responsibility and liability for such cleaning and/or extermination costs associated.
- 2.8.3** The selected Proposer shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance under this Contract. Note: Any applicable beer and/or wine liquor license required from the State of Florida Division of Alcoholic Beverages and Tobacco (ABT) shall be a joint license with PROS as primary owner.
- 2.8.4** It shall be the selected Proposer's full responsibility to secure the Facilities included in this Solicitation twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The County will not accept any responsibility for the selected Proposer's equipment, supplies, other personal property, money, etc.
- 2.8.5** The selected Proposer shall follow the County's emergency evacuation and hurricane plan as set forth for the Facilities or Park.
- 2.8.6** Selected Proposer shall repair all damages to the Facilities or Park caused by the selected Proposer, its employees, agents, or independent contractors.
- 2.8.7** The selected Proposer shall employ a qualified, full-time, on-site 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 selected Proposer under this Contract and to accept all notices provided for herein throughout the term of this Contract or any extensions thereof.
- 2.8.8** A management person of the selected Proposer shall be on call, at all times, for emergencies or other matters related to the operations under this Contract.
- 2.8.9** Comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act". The selected Proposer shall ensure that all selected Proposer's management, staff, and volunteers:
- 2.8.9.1** Have had nationwide criminal background checks conducted by a Professional Background Screener;
- 2.8.9.2** Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry;

- 2.8.9.3 Have been verified as being United States Citizens or having legal immigrant status employment; and
- 2.8.9.4 Wear picture identification at all times while on County property and when in direct contact with golf patrons and the general public.
- 2.8.9.5 Retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the end of the contract term. The selected Proposer shall provide the County with access to these records annually, or at the request of the County.
- 2.8.10 All equipment and personal property furnished by selected Proposer shall be of good quality and suitable for its purpose.
- 2.8.11 Selected Proposer shall use the Facilities only for the use permitted and shall not provide any services or sell any item or product without the prior written approval of the Project Manager. Further, all activity and use shall be in accordance with Article 7 of the Home Rule Charter of Miami-Dade County.
- 2.8.12 Selected Proposer shall not permit the Facilities or any part thereof to be used in any manner, or anything to be done therein, 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 Facilities or Park or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Facilities or Park; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Facilities or Park or the proper and economic functioning of any other common service facility or common utility of the Facilities or Park; (vi) impair or interfere with the physical convenience of any of the occupants of the Facilities or Park; or (vii) impair any of the it's other obligations under this Contract.
- 2.8.13 Throughout the term of this Agreement, including any renewal term, the selected Proposer shall be responsible for the timely payment (i.e., before delinquency) of any and all taxes levied on the selected Proposer, which taxes relate to, arise out of, or are a result of the operations and/or performance under this Agreement. The selected Proposer's liability for the payment of taxes shall encompass taxes imposed by any taxing authority including, but not limited to, state, county, and municipal taxing authorities.
- 2.8.14 Selected Proposer, at its expense, shall make promptly: All repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Facilities or Park as shall be required by reason of (i) the performance of any work on the Facilities; (ii) the installation, use or operation of selected Proposer's property; (iii) Selected Proposer's portion of the utility lines in the Facilities, if damaged due to selected Proposer's negligence; (iv) the moving of selected Proposer's property in or out of the Facilities or Park; (v) the misuse or neglect of the Facilities or Park by selected Proposer or any of its employees, agents, contractors, or customers including the failure or neglect to make the repairs required. Selected Proposer shall obtain appropriate County approval and obtain all applicable licenses and/or permits required to perform repairs, maintenance, and replacements of Facility and/or Facility equipment. All improvements shall become the property of the County at the end of the contract period or earlier termination of the contract term.
- 2.8.15 Selected Proposer shall refrain from any activity which may interfere with the operation of the golf course.

2.9 Additional Services

The County, at its sole discretion, may allow the selected Proposer to provide additional services and/or use additional or substitute space within the Golf Course, upon such terms as the parties may agree. Any additional services must be associated with, and be incidental to, normal food and beverage service. However, any right to additional services and space by selected Proposer are subordinate to the County's right to provide the additional service or use additional space itself and the County's right to contract with others.

2.10 Payment of Revenue to the County

It is the intent of the County that the best possible services be provided to the public, while generating revenues. The selected Proposer shall pay a guaranteed monthly fixed fee to the County, exclusive of Utilities payment AND a percentage of monthly gross revenues/receipts, exclusive of Utilities payment as required under Section 2.6, for the operation and management of the County Club of Miami Restaurant and other applicable services.