

***This document is a draft Scope of Services for a future solicitation and is subject to change without notice.***

***This is not an advertisement.***

***Miami-Dade County, Florida***

***RFP No.***

**LEASE AND OPERATION OF A FOOD SERVICE FACILITY  
AT THE RICHARD E. GERSTEIN JUSTICE BUILDING**

**SCOPE OF SERVICES**

**Background**

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

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

The Leased Premises within the Gerstein Building consists of approximately 4,042 square feet, located on the first floor and approximately 703 square feet of space located in the basement which is connected to the first floor by a stair case and a freight elevator. There is an air exhaust system on the first floor that has not been used or maintained for some time, in addition to, a walk-in freezer and dedicated air conditioning system. The basement level has two (2) bathrooms for employee's use and storage area. There is another walk-in freezer in the basement level. The cargo elevator that connects the basement level with the first floor has been, and shall continue to be maintained, by the County.

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

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

The County expects the Awarded Proposer to operate and maintain a restaurant that offers high nutritional meal options to employees and visitors. At a minimum, the Awarded Proposer shall provide breakfast and lunch options including, but not limited to, coffee, eggs, toast, bagels, grits, bacon, smoothies, subs, sandwiches, salads, entrees, soups, vegetarian/organic, etc. Other food items such as snacks and soft drinks may also be sold.

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**Preferred Qualification Requirement**

It is preferred that the Awarded Proposer demonstrate the following:

1. A minimum of five (5) years of experience as a restaurant owner, manager and/or supervisor within the past ten (10) years in a restaurant or food/beverage (e.g. cafe, bistro, cafeteria, etc.) service establishment with annual gross sales in excess of \$500,000.00 per year. The County does not anticipate awarding a Lease Agreement to any firm that has less than five (5) years' experience in successfully providing quality food and beverage service; and
2. Knowledge of 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 the Awarded Proposer's operation of the Restaurant; and
3. Adequate financial strength for improvements, provide equipment, furniture, fixtures, start-up operations and working capital as demonstrated through the Proposer's pro forma and financial documents submitted.

**Requirements and Services to be Provided**

The Leased Premises shall be provided in its "as-is" condition. The County will not pay for or reimburse the Awarded Proposer to make any improvements the Leased Premises. The Awarded Proposer shall perform any and all improvements to the Leased Premises, in compliance with the South Florida Building Code, and in accordance with the Lease Agreement.

The Awarded Proposer 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. Operation and Quality of Services**

The Awarded Proposer 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 and the anticipated hours of service. The build-out, including any alteration/remodeling, shall be completed with one hundred and twenty (120) days from contract award subject to permitting. No alterations, changes, or additions to the Leased Premises shall be made by the Awarded Proposer without the prior written consent by 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. A sample conceptual plan shall be submitted as part of a Proposer's response to this solicitation.
2. Employ a qualified full-time on-site manager having experience in the management of this type of operation, who shall be available during all business hours and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibilities of the Awarded Proposer.

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3. Have the restaurant in operational order and open for business within one hundred twenty (120) days from execution of the Lease Agreement, including all necessary improvements, maintenance, and repairs.
4. Operate the restaurant, at a minimum, five (5) days a week, Monday through Friday, continuously from 7:00 a.m. to 5:00 p.m., exclusive of County, State, and Federal holidays. Hours of operation may be extended as deemed appropriate by the Awarded Proposer, subject to the approval of the County.
5. Develop and submit a detailed operation, signage and marketing plan for County approval, within ninety (90) days from execution of the Lease Agreement. At a minimum, the marketing plan shall include the budget for the marketing of the business including any indoor advertising signage, marketing, and promotions. The marketing portion of the plan should be updated, at minimum, on an annual basis and submitted to the County for approval.
6. Obtain identification/access cards for permanent employees. All employees with access to the Building must be approved by the County and shall be subjected to the County's background check service. The cost for said service is forty-five dollars (\$45.00)/person plus fifteen dollars (\$15) for each identification/access card.
7. Have sufficient, well-groomed employees provide prompt, courteous, and efficient service to patrons while wearing proper uniforms, gloves in food prep areas and service/cooking areas including having their hair pulled back and in hair nets., and visible identification/access cards.
8. The restaurant shall accept, at a minimum, most, if not all, credit cards.
9. Ensure prices are fair and consistent with prices of similar restaurant establishments.
10. Prominently post all menus with associated pricing in the food service areas and any other legally required information.
11. Maintain all business licenses, health permits, as required by local, state, or federal law and liability and workers compensation insurance.
12. Allow the Department of Health and other State, County, and City inspectors (Inspecting Entity) the right to inspect the Lease Premises as may be deemed appropriate by the Inspecting Entity.
13. Ensure that food is stored properly and in designated areas.
14. Perform inventory of food, shop, merchandise, and supplies to ensure there is always sufficient product available to meet the demands of the restaurant.
15. Create a visually exciting and inviting restaurant environment through creative, high impact store designs, product displays, signage, graphics, and lighting.

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

**B. Improvements, Maintenance and Repairs**

The Awarded Proposer shall make the following improvements to the site before commencing the build-out of the restaurant. These improvements shall be performed in such a way so that the restaurant is able to operate in a safe, clean, and efficient way.

- Remove the existing floor tile on the first floor and the stairwell leading down to the basement and replace it with new ceramic tile;
  - Remove and replace the ceiling tile on the first floor;
  - The Leased Premises may require remodeling in order to conform to the Awarded Proposer while maintained a high standard of cleanliness and upkeep.
  - It is the responsibility of the Tenant to repair and maintain the existing dedicated A/C units proposer must calculate this cost in the proposals.
  - Repair, replace, and upgrade the electrical system, as needed.
  - Prior to commencement, and after upgrading and repairing the electrical system as necessary, all walls must be repaired, re-surfaced, and painted.
1. Keep and maintain the Leased Premises, including tables and chairs, in a clean and sanitary condition. Janitorial services and interior maintenance, including pest control, shall be the sole responsibility and expense of the Awarded Proposer.

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2. Provide trash removal from all point of sale areas to dumpsters and provide and maintain grease containers and discard used cooking oils in a proper manner as required by County code.
3. Contract a licensed and insured air conditioning contractor to perform regular monthly maintenance and necessary repairs to the separate air conditioning unit servicing the Leased Premises and provide a copy of the air conditioning maintenance agreement with a licensed and insured air conditioning contractor within one hundred twenty (120) days from execution of the Lease Agreement.

**C. Compliance with Laws, Ordinances, and Regulations**

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

- A) Code of Federal Regulations 49 CFR 26.7 binding the Awarded Proposer not to discriminate based on race, color, national origin, or sex;
- B) Code of Federal Regulations 49 CFR 27.7; 27.9(b) and 37 binding the Awarded Proposer not to discriminate based on disability; and binding the same to compliance with the Americans with Disabilities Act with regard to any improvements constructed; and
- C) Tenant's rules and regulations for the Building.

**D. Financial**

The Awarded Proposer 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 Awarded Proposer 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.

**Operating Fees**

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

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

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

**B. Percentage of total Monthly Gross Receipts**

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

**C. Building Services**

Fees for Water and Electricity. (Fee based on usage and reconciled on an annual basis based on sub-meter readings. The electrical panel has been sub-metered. The County has not installed a sub-meter for the water services yet.)

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

**Performance and Payment Bonds Based on Percentage of Offer Price**

The Awarded Bidder shall execute and deliver prior to the issuance of a Notice-to-Proceed, a Performance and Payment Bond in the amount equal to three (3) months minimum base rent prepared on the applicable bond form(s).

The Awarded Bidder shall comply with the performance bond requirements every year during the term of the contract, including and extensions or renewals thereof. The County's Internal Services Department will issue a notice to the Awarded Bidder every year and the Awarded Bidder shall deliver the performance bond to the County within fourteen (14) calendar days of the notice issuance date. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

If the Awarded Bidder fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the Awarded Bidder in default of the contractual terms and conditions, and the Awarded Bidder shall surrender its bid security.