

DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="" type="checkbox"/>	New contract	<input type="checkbox"/>	OTR	<input type="checkbox"/>	CO	<input type="checkbox"/>	SS	<input type="checkbox"/>	BW	<input type="checkbox"/>	Emergency	Previous Contract/Project No: N/A
<input type="checkbox"/>	Re-Bid	<input type="checkbox"/>	Other	LIVING WAGE APPLIES: ____ YES ____ NO								

Requisition/Project No: EPPRFP-00658

TERM OF CONTRACT: 5 years with one (5) five year option-to-renew

Requisition/Project Title: Restaurant Operations at Redland Fruit and Spice Park Mango Cafe

Description: Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Parks, Recreation, and Open Spaces (PROS) Department, is soliciting proposals for restaurant operations at Redland Fruit and Spice Park Mango Café located at 24801 SW 187 Ave Homestead FL (Mango Cafe); Services include a) operating the restaurants' food and beverage services and b) marketing the restaurant.

User Department(s): PROS

Issuing Department: _____

Estimated Cost: \$200,000

Contact Person: Christopher Hutchins

Phone: 305-375-2163

Funding Source: Revenue Generating

ANALYSIS

Commodity/Service No:		SIC:	
Trade/Commodity/Service Opportunities			
16547	FOOD CARTS AND CAFETERIA SERVING UNITS INCLUDING		
393	FOODS: STAPLE GROCERY AND GROCER'S MISCELLANE		
91852	FOOD CONSULTING SERVICES		
96115	CONCESSION SERVICES, CATERING SERVICES, VENDING SE		
96219	CAFETERIA SERVICES		
99844	SALE OF FOOD		
96219	Cafeteria and Restaurant Services		
<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here if this is a New Contract/Purchase with no Previous History </div>			
<u>EXISTING</u>		<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ____ Yes ____ No			

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Christopher Hutchins

Date to DBD: 10/30/2017

Date Returned to DPM: _____

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

This is not an advertisement.

2.0 SCOPE OF SERVICES

2.1 Background

The Miami-Dade County Parks, Recreation, and Open Spaces (PROS) Department 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>.

2.2 Mango Café

2.2.1 Background

The Mango Café located at Redland Fruit and Spice Park is currently operated in-house by County employees seven (7) days a week between the hours of 11:30AM and 4:30PM, excluding Thanksgiving Day and Christmas Day. The Restaurant is only open for lunch and late afternoon dining where patrons can enjoy Florida tropical cuisine in the historic Bauer-Mitchell-Neill House with indoor and outdoor seating available, surrounded by the Park's beauty and lush landscaping.

Some of the menu items are created using seasonal, locally grown herbs, fruits and vegetables found in the Redland agricultural community, and that can also be found at Fruit and Spice Park, such as the Fresh Tropical Fruit Mélange Salad which serves a bountiful array of succulent exotic fresh fruits with cottage cheese and banana bread, or the wide variety of Fruit and Spice Smoothies and Shakes. Patrons can also find Café specialties such as Florida Lobster Roll, Shrimp Tacos, an assortment of salads, sandwiches, entrees, and dessert items like Mango Passion Cheesecake and Fresh Homemade Key Lime Pie.

2.2.2 Café Facilities

The kitchen area of the Mango Café operates under an Assembly Kitchen License which allows for limited preparation on site. The kitchen is approximately 16' x 20' and includes preparation tables, convection oven, sandwich press, hand-wash and ware-wash sinks. The Facility also has access to dry storage, walk-in cooler/freezer, standup freezer located in separate buildings at the Park. The Facility holds approximately 25-30 people depending on seating configuration.

2.3 Qualifications

The selected Proposer should have:

- 2.3.1** Experience in the development and provision of food and beverage service facilities, including related activities such as marketing the Restaurant.
- 2.3.2** Experience in restaurant operations including table-side service and banquet operations.
- 2.3.3** Knowledge of the legal requirements that are involved in this type of operation.
- 2.3.4** Adequate financial capacity to provide required equipment, furniture and fixtures, start-up operations and reasonable working capital.

2.4 Facility Operation Requirements

The selected Proposer shall:

- 2.4.1 Coordinate activities with the on-site County Manager during normal operations. Typically, operations can begin as early as 11:30AM, and close as late as 4:30 PM to accommodate patrons. The County will work with selected Proposer to establish a standard operating schedule to meet the needs of patrons.
- 2.4.2 Any equipment, furnishings, signage, and advertising installed, uninstalled, or replaced within the Facilities, or in, on, or adjacent to the Facilities, as well as all use and operations of the Facilities by the selected Proposer shall be in compliance with Article 7 of the Home Rule Charter <http://www.miamidade.gov/charter/library/charter.pdf> , all governmental authorities having jurisdiction, and in keeping with the appropriate standards of decor at the Facilities, 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.

2.5 Services to be Provided

2.5.1 General Services to be Provided

The selected Proposer shall:

- 2.5.1.1 Operate the Restaurant and related services as applicable, as approved by the County, in a manner associated with this type of operation and the restaurant industry, in accordance with Article 7 of The Home Rule Amendment and Charter.
- 2.5.1.2 Furnish prompt and efficient service that meets the Park and restaurant patrons' needs and all other reasonable demands, including establishing a minimum schedule and hours of operation for restaurant subject to the approval of the County.
- 2.5.1.3 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.
- 2.5.1.4 Manage, operate and maintain the Facilities and provide Services and activities in accordance with legal requirements and safety practices required for the safe operation.
- 2.5.1.5 Maintain the Facilities and, at its own expense, repair County property and facilities damaged by its operations.
- 2.5.1.6 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.
- 2.5.1.7 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.
- 2.5.1.8 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.
- 2.5.1.9 Provide all labor to maintain the day-to-day operations and maintenance of the Restaurant.
- 2.5.1.10 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.
- 2.5.1.11 Obtain all permits/licenses that are necessary for the provision of the services as may be required by any and all entities that have jurisdiction.
- 2.5.1.12 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.
- 2.5.1.13 Provide food and beverage services that ensure a high-level of service and quality to all customers. At a minimum, food and beverage services shall be provided on a set schedule (lunch and early dinner) during the regularly scheduled operating hours for the Redland Fruit and Spice Park. Style of menu and prices are subject to approval by PROS.

2.5.1.14 Maintain all food service areas and equipment in a safe manner as outlined in the Minimum Operating Standards for Food Service (See Attachment A).

2.6 Marketing Services for Restaurant

Selected Proposer shall use relevant marketing practices to promote and increase sales of products at the Restaurant on a year over year basis.

2.7 County's Rights and Responsibilities

2.7.1 The County shall have the right to request revision of menu items and prices on all Services provided by the selected Proposer.

2.7.2 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.

2.7.3 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.

2.7.4 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 herein.

2.7.5 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.

2.7.6 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 herein, 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 Proposers' Rights and Responsibilities

2.8.1 The selected Proposer shall be responsible for all operating expenses, including Utilities, Utilities to mean services used or consumed such as, but not limited to, gas, water, sewage, cable/satellite and waste collection, associated with the day-to-day operations, with the exception of electric services which will be provided by the County at no cost to the selected Proposer. The selected Proposer shall pay for all charges for Utilities, with the exception of electric services, used or consumed in or upon the Facilities including, but not limited to: gas, cable/satellite, water, and sewerage, and waste collection charges under this RFP. Such charges are separately measured by metering or otherwise. Selected Proposer shall transfer services 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 and stocked at all times. If the Facilities and equipment are not kept clean and stocked 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.
- 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 retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the Contract term and any option to renew or extension thereof and shall provide the County with access to these records annually, or upon request of the County. The selected Proposer shall also 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.
 - 2.8.9.4** Complete an affidavit affirming that no work or volunteer duties will be performed on Park property owned or operated by Miami-Dade County in violation of this Ordinance and that an arrest will be reported to the selected Proposer within forty-eight (48) hours of such arrest.
 - 2.8.9.5** Wear picture identification at all times while on County property and when in direct contact with patrons and the general public.
- 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** 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. Any building repairs/improvements must be in accordance with the South Florida Building Code.
- 2.8.15** Selected Proposer shall comply with Ordinance 16-58 – Polystyrene Products Ban. Ordinance 16-58 amended Chapter 26 of the Code of Miami-Dade County adding Rule 36 that bans polystyrene (also known as Styrofoam) in Parks under many circumstances. A polystyrene article is defined as plates, bowls, cups, utensils, cutlery, tableware, containers, lids, trays, coolers, ice chests, bags, boxes, wrappings, bottles, and all similar articles that consist of polystyrene. This rule does not apply to polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the selected Proposer.
- 2.8.16** Selected Proposer shall refrain from any activity which may interfere with the operation of the Park.
- 2.8.17** 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.

2.9 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 Facilities, 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(s) 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 2.5, Services to be Provided, for the operation and management of Mango Café, and other applicable services.