

DEPARTMENTAL INPUT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

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

Requisition/Project No: EPPRFP-00900

TERM OF CONTRACT: 3 years with 3 one year options-to-renew

Requisition/Project Title: Crandon Golf Restaurant Operations

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 Crandon Golf Course at Key Biscayne, located at 6700 Crandon Boulevard, Key Biscayne, Florida, 33149 (Crandon Golf); Services include a) operating the restaurants' food and beverage services; b) marketing the restaurant and mobile concession services ; and c) providing mobile concession units which shall be used to provide basic food and beverage service .

User Department(s): PROS

Issuing Department: _____

Estimated Cost: \$0.00

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
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here if this is a New Contract/Purchase with no Previous History	
<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: 04/09/2018

Date Returned to DPM: _____

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 Crandon Golf Course

2.2.1 Background

PROS owns and operates the Crandon Golf at Key Biscayne golf facility, a championship 18-hole golf course located on the island paradise of Key Biscayne, just 10 minutes from downtown Miami. It is the perfect alternative to civilization where you can spend a day enveloped by the tropics. Approximately 50,000 golfers visit Crandon Golf at Key Biscayne each year.

Crandon Golf is an explosion of color and light surrounded by water, mangroves and lush, tropical foliage. Secluded and inviting, Crandon is the only public golf course on Biscayne Bay. Crandon Golf was the site of the Senior PGA Tour for 18 years, attracting golf's greats including Lee Trevino, Chi Chi Rodriguez, Don Messengale, Ray Floyd and Gary Player. The course is considered one of the most beautiful and difficult par-72 courses in the State of Florida.

Crandon's seventh hole is touted as "One of the Greatest Holes in Golf", a gorgeous par four (4) that doglegs to the right and sends your golf ball soaring over sparkling water. The course has been rated in the top ten (10) courses by Golfweek and one of America's top 75 upscale courses by Golf Digest.

All of Crandon Park, including the golf course and restaurant facilities are subject to Article 7 of the County Charter <http://www.miamidade.gov/charter/library/charter.pdf> and the Crandon Park Master Plan (CPMP) (Attachment D). Proposers must familiarize themselves with Article 7 and the CPMP and the restaurant must be in compliance with the same.

2.2.2 Restaurant Facilities

As part of the clubhouse for Crandon Golf, PROS has available a 3,457 square foot concession facility (Restaurant), with maximum seating capacity for 212 persons. The Restaurant also includes a kitchen and food preparation area encompassing 2,400 square feet. PROS will make available to the selected Proposer, access to a covered patio area approximately 3,500 square feet for outside dining, as shown on the attached site map (Attachment A).

The Restaurant is provided in as-is condition. The Restaurant may require repainting of walls, refurbishing of furniture and floors, and other minor improvements and/or repair by selected Proposer.

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 B – Crandon Golf List of Equipment.

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.
- 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 7:00AM, and close as late as 10:00 PM to accommodate patrons and late functions. The County will work with selected Proposer to establish a standard operating schedule to meet the needs of patrons in accordance with applicable CPMP restrictions.
- 2.4.2 Any equipment, furnishings, signage, and advertising installed, uninstalled, or replaced within the Restaurant, or in, on, or adjacent to the Restaurant, as well as all use and operations of the Restaurant 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 Restaurant, 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 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, and also in compliance with the CPMP.
- 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 and Mobile Concession Unit operations, subject to the approval of the County. Mobile Concession Unit to mean a stand-alone portable cart that can accommodate the sale of food and beverages.
- 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 Restaurant and provide Services and activities in accordance with legal requirements and safety practices required for the safe operation.
- 2.5.1.5 Maintain the Restaurant 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 Restaurant 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 Restaurant, 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 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 Crandon Golf. 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.
- 2.5.1.14 Maintain all food service areas and equipment in a safe manner as outlined in the Minimum Operating Standards for Food Service (See Attachment C).

2.5.2 Mobile Concession Unit Services for Crandon Golf

The selected Proposer shall:

- 2.5.2.1 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 purpose of distributing food and beverage items directly to golfers playing on the golf course.
- 2.5.2.2 The maximum number of Mobile Concession Units at Crandon Golf is one (1).
- 2.5.2.3 Provide food and beverage services 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.
- 2.5.2.4 Maintain all food service equipment in a safe manner as outlined in the Minimum Operating Standards for Food Service (See Attachment C).
- 2.5.2.5 Not advertise on Mobile Concession Unit per the Crandon Park Master Plan.

2.5.3 Marketing Services for Restaurant and Mobile Concession Unit Services

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

2.6 County's Rights and Responsibilities

- 2.6.1 The County shall have the right to request revision of menu items and prices on all Services provided by the selected Proposer.
- 2.6.2 The County reserves the right to schedule special events that may preclude the selected Proposer from operating in the Restaurant 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.
- 2.6.3 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.
- 2.6.4 The County 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 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.

- 2.6.5 The County reserves the right to determine the attractiveness and appropriateness of the Restaurant and to request that the selected Proposer make changes, if necessary, and such determinations by the County shall be considered final.
- 2.6.6 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 Restaurant 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.

2.7 Proposers' Rights and Responsibilities

- 2.7.1 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, electricity, gas, water, sewage, cable/satellite and waste collection, associated with the day-to-day operations. Selected Proposer shall transfer service into the name of the selected 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.
- 2.7.2 Selected Proposer shall be responsible for janitorial service, including servicing restrooms after 5:00PM daily, and pest extermination service within the Restaurant. The selected Proposer shall keep the Restaurant and equipment clean and stocked at all times. If the Restaurant 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.
- 2.7.3 The selected Proposer shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance herein. 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.
- 2.7.4 It shall be the selected Proposer's full responsibility to secure the Restaurant 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.
- 2.7.5 The selected Proposer shall follow the County's emergency evacuation and hurricane plan as set forth for the Restaurant or Park.
- 2.7.6 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 herein and to accept all notices provided for herein.
- 2.7.7 A management person of the selected Proposer shall be on call, at all times, for emergencies or other matters related to the operations herein.
- 2.7.8 Selected Proposer shall 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:
 - 2.7.8.1 Have had nationwide criminal background checks conducted by a Professional Background Screener.

- 2.7.8.2** Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
 - 2.7.8.3** Have been verified as being United States Citizens or having legal immigrant status employment.
 - 2.7.8.4** 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.
 - 2.7.8.5** Wear picture identification at all times while on County property and when in direct contact with golf patrons and the general public.
- 2.7.9** All equipment and personal property furnished by selected Proposer shall be of good quality and suitable for its purpose.
- 2.7.10** Selected Proposer shall use the Restaurant 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.
- 2.7.11** Selected Proposer shall not permit the Restaurant 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 Restaurant or Park or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Restaurant or Park; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Restaurant or Park or the proper and economic functioning of any other common service facility or common utility of the Restaurant or Park; (vi) impair or interfere with the physical convenience of any of the occupants of the Restaurant or Park; or (vii) impair any of its other obligations herein.
- 2.7.12** 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 herein. 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.
- 2.7.13** Selected Proposer, shall ensure that Services are in accordance with the Crandon Park Master Plan (Attachment D).
- 2.7.14** Selected Proposer, at its expense, shall make promptly: all repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Restaurant. In addition, selected Proposer shall repair all damages to the Restaurant or Park caused by the selected Proposer, its employees, agents, or independent contractors as shall be required by reason of (i) the performance of any work on the Restaurant; (ii) the installation, use or operation of selected Proposer's property; (iii) Selected Proposer's portion of the utility lines in the Restaurant, if damaged due to selected Proposer's negligence; (iv) the moving of selected Proposer's property in or out of the Restaurant or Park; (v) the misuse or neglect of the Restaurant 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.
- 2.7.15** 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.

- 2.7.16** Selected Proposer shall refrain from any activity which may interfere with the operation of the Park.
- 2.7.17** Selected Proposer shall 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.
- 2.7.18** Selected Proposer shall be responsible for any costs associated with a Force Majeure act at the Restaurant including, but not limited to, repairs, maintenance, personal property damage, loss of revenues, etc. as County will not reimburse for expenses, extend the Agreement term, or prorate the Guaranteed Monthly Fee in such instances.

2.8 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 Restaurant, 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.

2.9 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 2.7, Proposers' Rights and Responsibilities, for the operation and management of the Crandon Golf Restaurant and Mobile Concession Unit.