

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

<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 – Operation Agreement through REDD
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<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>
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LIVING WAGE APPLIES: \_\_\_\_ YES    ☒ NO

**Requisition/Project No:** EPPRFP-00986

**TERM OF CONTRACT:** Five (5) Years, 3 month

**Requisition/Project Title:** E.R. Graham Building Snack Bar – Lease and Operation

**Description:** The County is soliciting for proposals from qualified food service companies interested in leasing and operation of a retail space as a deli-style snack bar ("Snack Bar") at the E. R. Graham building located at 1350 NW 12 Avenue, Miami, Florida.

**User Department:** Real Estate Development Department (REDD)

**Issuing Department:** ISD / PMS

**Contact Person:** Sharon Donnelly; 305-375-3020; Sharon.donnelly@miamidade.gov

**Estimated Cost:** \$0

**Funding Source:** Revenue Generating

**ANALYSIS**

		Commodity/Service No: 96115 Concession Services; 16547 Food Carts and Cafeterias SIC:		
		<b>Trade/Commodity/Service Opportunities</b>		
		Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <u>XXXX</u> if this is a New Contract/Purchase with no Previous History		
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	
<b>Contractors:</b>	Jay's B Café, Inc.	Jay's B Café, Inc.	Jay's B Café, Inc.	
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>	\$7,500	\$7,500	\$7,500	
	<b>Comments:</b>			
	Continued on another page (s): ____ Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

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

<b>Basis of Recommendation:</b>

**Signed:** Sharon Donnelly

**Date to DBD:** 7/2/2018

**Date Returned to DPM:** \_\_\_\_\_

## 2.0 SCOPE OF SERVICES

### 2.1 Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department, Procurement Management Services Division, is requesting qualifications from successful, qualified food service companies interested in leasing and operation of a retail space as a deli-style snack bar ("Snack Bar") at the E. R. Graham building located at 1350 NW 12 Avenue, Miami, Florida. The Snack Bar is located on the ground level, consists of 800 square feet of space, and is within the front of the lobby entrance of the building. The building has five floors and an occupancy of approximately 1000 employees with 300 – 400 daily visitors. The tenants include the State Attorney's office and its administrative staff. It is the County's intent to provide to the employees and patrons of this location the service of a Snack Bar, which will provide a choice of beverages, healthy snacks and pre-packed light food fare at affordable pricing. The food service area does not have and will not have conditions and equipment appropriate for cooking, nor a grease trap, therefore the selected Proposer will be required to prepare hot food offsite and store in appropriate equipment on site. The selected proposer may install a grease trap if required for the operation of the snack bar.

The term and Commencement Date of the Lease Agreement shall begin on the first day of the next calendar month following the effective date of the Resolution approving the Lease Agreement, and will end five years and three (3) months thereafter. The Selected Proposer is expected to complete all improvements required for the operation of the snack bar within three months of commencement date of the Lease Agreement.

### 2.2 Preferred Qualifications

The preferred qualifications for this Solicitation are:

- A. A minimum of five (5) years of experience within the past ten years successfully operating a licensed food and beverage establishment with annual gross sales of \$240,000 or more;
- B. Experience in applying rules and regulations adopted by the County and the State of Florida, 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 selected Proposer's development and operation of a snack bar as demonstrated through the selected Proposer's experience, references, and/or licenses/certifications/permits; and
- C. Documentation of proven capital of sufficient strength to provide improvements, equipment, furniture, fixtures, start-up operations, to be demonstrated by income tax returns, letter of credit, and/or financial statements from a minimum of three years, and a Pro Forma financial statement (Appendix A) with detailed information listing all projected revenue and expenses for the five (5) year contract term.

### 2.3 Tasks

The selected Proposer shall operate and manage a Snack Bar, and provide food and beverage services in a manner that provides a high-level of service and quality to employees and County patrons. At a minimum, food and beverage services shall be provided on a set schedule, during regularly scheduled operating hours of the Building. The selected Proposer shall have the right to use the space shown on the attached building plan (Appendix B) for the operation of the Snack Bar. No alcoholic beverage sales will be permitted under any agreement issued as a result of this Solicitation. The agreement does not provide ownership rights to the selected Proposer, however, the County may grant certain allowances to modify, change or otherwise adapt the property to suit the needs of the selected Proposer.

## **2.4 Deliverables**

The lease location is provided in its “as-is” condition. The selected Proposer shall perform all required lease location improvements, in compliance with the South Florida Building Code, with all necessary permits, and County’s approval, obtained prior to starting any improvements and pursuant to County Code, Section 2-1701. The selected Proposer shall provide to the County with the proposal submittal a preliminary conceptual plan which illustrates how the space will look upon completion of the improvements and the proposed schedule for the build-out, if any. The plan should also describe what types of food will be served at the snack bar.

The selected Proposer shall bear all costs associated with all improvements to the lease location. All such improvements shall become the property of the County at the termination of any agreement as a result of this Solicitation. An estimated schedule of capital improvement investment will be required as part of the Proposal.

### **A. General Services**

The selected Proposer shall:

- 1) Obtain a State of Florida Public Food Service Establishment license within thirty (30) days of contract award.
- 2) Obtain Certificate of Occupancy and Certificate of Use as required by the City, County or any other governing authority within 90 days of accessibility to the property.
- 3) 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 selected Proposer’s operation of the Snack Bar.
- 4) Upon receipt of the Security Deposit (Lease Agreement - Article 14) and Lessee’s Certificate of Insurance (Lease Agreement – Article 67), the County will issue a Notice to Proceed, which will allow the Lessee to occupy the Snack Bar and make all necessary improvements related to the use of the space.

### **B. Operation and Quality of Services**

The selected proposer shall:

- 1) Operate the Snack Bar with the purpose of serving the Building employees and patrons, with top quality snack foods at fair, affordable prices.
- 2) Maintain a complementary menu that is reflective of current trends in the snack food industry and the local consumer market. The menu is to offer breakfast, snacks and lunch options. Original menu, menu pricing, and future changes must be approved by the County.
- 3) Create a visually exciting and inviting snack bar environment, through a creative high-impact snack bar design, including product displays, in-building signage, graphic and lighting.
- 4) Provide signage to advertise business within building regulations and with County approval.
- 5) Provide multiple payment options to its clientele, including cash payment, credit card and debit card payment as provided by the customers from various financing institutions.
- 6) Operate the Snack Bar a minimum, five (5) days a week, Monday through Friday, 7:00 AM to 5:00 PM, except on County, State and Federal holidays. The Snack Bar will not be open on the weekends. Sufficient staff shall be available to provide service to Snack Bar patrons. Any changes in the hours of operation require the express written agreement of both parties.

- 7) Comply with Code of Federal Regulations 49 CFR 27.7; 27.9(b) and 37 binding the selected Proposer not to discriminate based on disability, and binding the same to compliance with the Americans with Disabilities Act (ADA) with regard to any improvements required to Snack Bar, in which costs are to be incurred at selected Proposers expense.
- 8) Operate and maintain the entire leased premises in a first-class manner and condition. Selected Proposer shall provide ample tables and chairs for the dining room/seating area and shall maintain the area and keep it clean at all times.
- 9) Provide security for the Snack Bar at its own discretion. The County is not responsible for the selected Proposer's furnishing, fixtures, equipment, soft goods, mobile concession unit(s), or supplies.
- 10) 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.
- 11) Maintain all food services area and equipment in a safe manner pursuant to Food and Drug Administration Food Code, Chapter 64E-11, Florida Administrative Code, and Florida Department of Business and Professional Regulation.
- 12) Take good care of the Snack Bar and, at its own cost and expense, repair County property or facilities damaged by selected Proposer's operations under any agreement issued as a result of this Solicitation.
- 13) Employ a qualified full-time, on-site manager having experience in the management of a snack bar or similar type of food service operation pursuant to Section 509.039, Florida Statutes.
- 14) Shall require that the employees be distinctively uniformed or appropriately attired so as to be distinguishable as the selected Proposer's employees and not as employees of the Department.
- 15) Comply with the Minimum Operating Standards for Foodservice (Appendix C).
- 16) Provide janitorial services, pest control services and plumbing service, as applicable, for maintenance of the leased premises.
- 17) Provide maintenance, repair and replacement, of Proposer's equipment in the Demised Premises.
- 18) Install and maintain the grease trap and exhaust system as required per Operating Standards for Foodservice (Appendix C).

**NOTE: Addition of Temporary Locations:**

The County reserves the right to require the Lessee to provide and operate a temporary food service location (i.e. food cart) at the Caleb Center prior to the Date of Beneficial Occupancy. The Lessee will not pay any rent for the temporary food service location. After Date of Beneficial Occupancy, any such temporary food service location will be discontinued.

**2.5 Revenue and Schedule**

The selected proposer shall:

- A. Pay the County a Guaranteed Monthly Rent of seven hundred-fifty five (\$755) dollars in U.S. funds, plus applicable state tax as required by law, payable on or before the 10th day following the end of each month, and each month thereafter, during the term of the Lease Agreement without billing or demand. The

Guaranteed Monthly Rent will commence four (4) months from the Lease Agreement Effective Date or the Date of Beneficial Occupancy, whichever occurs first. Commencing on the first day of the third Lease Agreement Year and every Lease Agreement Year thereafter, the Guaranteed Monthly Rent shall be adjusted upwards at a rate of three percent (3%).

- B. Submit Security Deposit in the form of a money order or certified check equal to three (3) month's rent in the amount of two thousand, two-hundred, sixty-five dollars and 00/100 (\$2,265.00). The Security Deposit will be placed in a non-interest bearing bank account. The Security Deposit is fully refundable within sixty (60) days after termination of Lease with stipulation that Lessee is not under any default per the Lease Agreement. A Performance and Payment Bond in the same amount can be submitted in lieu of the money order or certified check (reference Appendix E). In the event the selected Proposer provides a performance and payment bond in lieu of a certified check it shall comply with the performance bond requirements every year during the term of the lease agreement, including any extensions or renewals thereof. The County's Internal Services Department will issue a notice to the selected Proposer every year and the selected Proposer shall deliver the performance bond to the County within fourteen (14) calendar days of the notice issuance date. If the selected Proposer fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the selected Proposer in default of the contractual terms and conditions.
- C. Submit to the County a financial plan that demonstrates sufficient financial capabilities to fund snack bar operations by providing documentation evidencing sources of funds via financial statements in a pro-forma manner with supportive back-up documentation to be provided in the form of income tax records for a minimum of three (3) years, bank statements from the business operating account for a minimum of one (1) year, and a minimum of one (1) year of credit card statements or line of credit statements utilized in connection with the operation of a snack bar. Reference Sample Pro Forma (Appendix A).
- D. Within ninety (90) days of contract award and approval of Preliminary Plans by the County, selected Proposer shall obtain all necessary permits for construction and build-out of Leased property.

**Note:** The costs for electricity, water and sewer services are included in the Guaranteed Monthly Rent.

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 the Department or the County will act, promote, approve, assist or cooperate in any manner to assure that this project will be a financial success for the County and the selected Proposer.