



Verification of Availability
EPPRFP-01820 – Miami-Dade Crandon Golf Restaurant Operations
May 23, 2022

SBD is attempting to place a Small Business Measure on the subject solicitation. Please review this document to determine if your firm meets the requirements and is able to provide the requested good(s) and/or service(s). ***If your firm is interested, please include a copy of your firm's resume or list of projects or list 3 similar projects on the last page of this document.***

The deadline to respond to this Verification of Availability is 5:00 PM, Thursday, May 26, 2022.

Tyrone White

Capital Improvement Project Specialist

Miami-Dade County Internal Services Department – Small Business Development

111 N.W. 1st Street, 19th Floor, Miami, Florida 33128

Phone: 305-375-2824 | Fax: 305-375-3160 | Email: twj@miamidade.gov

“Help stimulate Miami’s economy by supporting Small Businesses”

Please familiarize yourself with the Project Review Process Website:

<http://www.miamidade.gov/smallbusiness/projects-under-review.asp>

VERIFICATION OF AVAILABILITY TO PROPOSE

INTERNAL SERVICES DEPARTMENT (ISD)
SMALL BUSINESS DEVELOPMENT (SBD) DIVISION
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM
111 N.W. 1ST STREET, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: 305-375-2824 | Email: twj@miamidade.gov
CONTRACT SPECIALIST: **Tyrone White**

I am herewith submitting this letter of verification of availability and capability to propose provided the proposed scope of work attached. (**NOTE:** Please provide all the information requested; incomplete and/or incorrect verifications are not acceptable or usable.)

CONTRACT TITLE: MIAMI-DADE CRANDON GOLF RESTAURANT OPERATIONS

PROJECT NUMBER: EPPRFP-01820

ESTIMATED REVENUE: \$270,000.00

(Scope of work and minimum requirements for this project are attached.)

NAME OF FIRM

ADDRESS **CITY** **ZIP CODE**

Telephone: (___ ___) ___ ___ - ___ ___

PRINT NAME AND TITLE

SIGNATURE OF COMPANY REPRESENTATIVE **DATE**

Currently Awarded Projects (Name of Project and Owner)	Project Completion Date	Contract Amount	Anticipated Awards

EPPRFP-01795 –CRANDON PARK TENNIS PRO SERVICES

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

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 the operation of a restaurant located in Miami-Dade County Crandon Park.

The County anticipates awarding a contract for a three (3) year term with a one (1) year Option to Renew.

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words “**Agreement**” or “**Contract**” to mean collectively terms and conditions, Scope of Services, all other appendices, attachments and amendments to the Agreement/Contract, this RFP and all associated addenda, and the Contractor’s Proposal.
2. The word “**Contractor**” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as “the prime Contractor”.
3. The word “**County**” to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words “**Crandon Park Master Plan**” to mean that plan approved by the Board of County Commissioners in 1996 that describes all permitted uses of various areas on the Crandon Park lands, including guidelines and standards for the type, location, size, color, landscaping and other features of all structures, improvements and recreational and other facilities to be located in Crandon Park or on the Crandon Park lands.
5. The terms “**Department**” or “**PROS**” shall mean the Miami-Dade County Parks, Recreation, and Open Spaces Department. Wherein in this Solicitation document, rights are reserved to the County, PROS may exercise such rights.
6. The words “**Facility**”, “**Miami-Dade County Crandon Golf Restaurant**” or “**Restaurant**” to mean the PROS Crandon Golf Restaurant as further described in Section 2.5 of this Solicitation.
7. The words “**Gross Revenue(s)**” to mean all revenues generated by the Contractor and authorized third-party entities arising out of or relating to the provision of all activities or items for which price, charge, trade/barter or fee is imposed, as well as all revenues or other consideration charged for or received by the Contractor, as herein defined, for all services rendered, all sales made, and all transactions engaged in under the authority of this Agreement from any source whatsoever and whether such activities were on the Site or off-Site. Gross Revenues further includes, but is not limited to, those revenues received from the rights paid to Contractor for the use or licensing of all media, the sales of all media, from ticket sales, from sponsorship sales, tournament parking, concession revenues, retail revenues, advertising space and/or services, hospitality sales, merchandise (including without limitation retail, wholesale,

direct response, mail order, internet or otherwise. All third-party contracts shall be in writing and on market terms. If such conditions are not on market terms and/or have resulted in a direct or indirect tangible economic benefit to Contractor, then the actual market value of the economic benefit provided shall be included in Gross Revenue. The only revenues and other considerations which may be excluded from Gross Revenues are taxes imposed by law and paid by a customer and directly payable by Contractor to a taxing authority, credit card processing fees, and pass-through or reimbursable expenses paid by third parties through the Contractor to another third-party.

8. The words “**Home Rule Charter**” to mean the Miami-Dade County Home Rule Charter as amended through November 6, 2018.
9. The words “**Joint Venture**” to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
10. The words “**Mobile Concession Unit**” to mean a stand-alone cart that can accommodate the sale of food and beverages for mobile concession services.
11. The words “**Project Manager**” to mean the Miami-Dade County Parks, Recreation and Open Spaces Department Director or the duly authorized representative designated to manage the Project.
12. The word “**Proposal**” to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
13. The word “**Proposer**” to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
14. The words “**Review Team**” to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
15. The words “**Scope of Services**” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
16. The word “**Solicitation**” to mean this Request for Proposals (RFP) and all associated addenda and attachments.
17. The word “**Subcontractor**” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
18. The “**Utilities**” to mean services used or consumed such as, but not limited to, gas, sewage, cable/satellite and waste collection, associated with the day-to-day operations, with the exception of electricity and water which is paid for by the County.
19. The words “**Work**”, “**Services**”, or “**Project**” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate Project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed non-responsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.5 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended, a "Cone of Silence" is imposed upon each RFP or Request for Qualifications (RFQ) after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants and the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs and the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs and any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.6 Communication with Review Team Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with Review Team Members, or Review Team as a whole, are expressly prohibited. Any oral communications with Review Team Members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.7 Pre-Proposal Conference and Site Visit

N/A

1.8 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public

building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.9 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.10 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.11 Expedited Purchasing Program

Pursuant to Section 2-8.1.6 of the Code of Miami-Dade County, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened solicitation timeline for submission of proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

2.0 SCOPE OF SERVICES

2.1 Background

PROS Crandon Park is located at 6700 Crandon Boulevard, Key Biscayne, Florida 33149. The park currently operates daily from sunrise to sunset; however, the Restaurant must maintain operating hours between 7:00 AM and 10:00 PM daily, including holidays. Approximately 50,000 golfers visit Crandon Golf at Key Biscayne (Crandon Golf) each year. The golf course is ranked one of the most beautiful and challenging par 72 public golf courses in the State of Florida. The course has been rated in the top ten 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 Home Rule Charter which can be found at the following link: <http://www.miamidade.gov/charter/library/charter.pdf> and Exhibit 4 - Crandon Park Master Plan (CPMP). Proposers must familiarize themselves with Article 7 and the CPMP. The Restaurant must be in compliance with the same. Proposers must be in alignment with the mission and vision of nature based stewardship and conservation outlined in these documents.

2.2 Sustainable Procurement Practices

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, and (d) maximize fiscally responsible "high value, high impact" actions.

2.3 Objective

The Contractor shall provide Services which include a) operating and maintaining the Restaurant, and providing food and beverage services; b) providing mobile concession Services on the golf course; and c) marketing the Restaurant and mobile concession services.

2.4 License/Certifications

The Contractor shall, at its sole cost, obtain all permits, licenses, certifications and approvals required for operation and performance herein, and as may be required by any and all entities that have jurisdiction, including:

1. Alcoholic Beverages License:
The Contractor shall meet all requirements of the Florida Division of Alcoholic Beverages and Tobacco for a 4COP/SFS License (formerly known as an SRX license). The license shall be attained by the Contractor, held at its sole liability, and maintained for the duration of the Agreement.
2. Food Service Certifications:
 - a) Food Manager Certification – In accordance with Florida Statute 509.039, a manager of a food service establishment shall have demonstrated a

knowledge of basic food protection practices, and shall complete training and pass a certification exam within 30 days of hire by the Contractor.

- b) Food Handler Certification – In accordance with Florida Statute 509.049, all food service employees shall be trained and certified on correct food handling, safety, and hygiene practices within 60 days of hire by the Contractor.

Can your firm, at its sole cost, obtain all permits, licenses, certifications and approvals required for operation and performance herein? Yes _____ No _____

2.5 Crandon Park Restaurant Facility

1. As part of the clubhouse for Crandon Golf, PROS has available a 3,457 square foot 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 Contractor, access to a covered patio area approximately 3,500 square feet for outside dining, as shown on Exhibit 1 - Crandon Golf Restaurant Site Map.
2. The Restaurant is provided in as-is condition. It may require repainting of walls, refurbishing of furniture and floors, and other minor improvements and/or repair by Contractor. The County has a limited amount of furnishings (table and chairs) and kitchen equipment that is available for use by the Contractor at the Restaurant. The County reserves the right to retain any new furniture items purchased by the Contractor upon expiration of the Contract. These items are indicated in Exhibit 2 - List of Equipment. Should any of these items offered by the County require repair or replacement, it shall be at the expense of the Contractor.
3. 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 Contractor shall be in compliance with Article 7 of the Home Rule Charter, the CPMP, and 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 or removal. All new equipment, furnishings, signage, and advertising provided shall meet the requirements of all applicable building, fire, pollution, and other related codes. Refer to Article 68 of the Draft Form of Agreement regarding signs.

2.6 Mobile Concession Unit

1. The Mobile Concession Unit is provided by PROS in as-is condition. It is a gas-powered Yamaha UMAX Bistro™ cart with a four-lid ice chest, a sliding snack tray, a coffee cambro, and slanted shelves for displaying merchandise. After an 18 month period, the Mobile Concession Unit will be replaced by the County. For further details, access <https://www.yamahagolfcar.com/golf-car/golf/umax-fairway-lounge/>. All costs incidental to or necessary for providing fuel for the Mobile Concession Unit shall be borne by the Contractor for the duration of the Agreement and any extensions or renewals thereof.

2. The Contractor shall perform cleaning and non-warranty repairs in addition to all required maintenance on the Mobile Concession Unit (i.e. maintain tire pressure, air filter cleaning, etc.).

2.7 Restaurant Services to be Provided

The Contractor shall:

1. Provide food and beverage provisions ensuring 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 operating hours, in a manner associated with this type of operation and the restaurant industry.
2. Furnish prompt and efficient service that shall be customer-oriented, with resolutions for complaints, and meets the Crandon Park and Restaurant patrons' needs and all other reasonable demands.
3. Maintain a menu, including full alcohol/liquor beverages, that is reflective of current trends in this type of operation and the restaurant industry, as well as the local consumer market.
4. Clean and prepare the Restaurant for the next day's business at the close of every business day. This includes cleaning the kitchen and restrooms, and emptying all trash receptacles, as well as any hood/duct or grease trap cleaning.
5. Provide Services and related activities in accordance with legal requirements and safety practices. Related activities may include hosting banquets, private functions, fundraisers, weddings, receptions, and special events with prior coordination with PROS designated staff.
6. Keep all equipment and supplies necessary to maintain the Restaurant in the same condition, or better, as at the commencement of the agreement issued as a result of this RFP.
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.
8. Provide all labor to maintain the day-to-day operations and maintenance of the Restaurant.
9. Prepare plan(s) for emergencies, including fire, acts of nature, and pandemic(s), and implement the approved plan(s) if instructed to do so by the County. These plans are separate and apart from the County's established emergency evacuation and hurricane plan.
10. Maintain all food service areas and equipment in a safe manner as outlined in Exhibit 3 - Minimum Operating Standards for Food Service. Contractor is encouraged to exceed these minimum operating standards.

11. Maintain and provide the necessary inventory of food and beverage products required to satisfy customer demand.
12. Utilize its own cash register/point-of-sale system for food and beverage sales transactions which shall produce daily sales totals for reporting gross revenues and be able to provide a monthly reconciliation of daily sales in a format approved by PROS. In addition, provide multiple payment options to customers, including cash, credit card and debit card payment, and remain in compliance with the Payment Card Industry (PCI) Security Standards published by the PCI Security Standards Council in effect and at all times. Refer to Article 72 of the Draft Form of Agreement.
13. Establish high standards for food, service, and maintenance of all related items, including menus.

Can your firm provide the services listed in Article 2.7? Yes ___ No ___

2.8 Mobile Concession Services

The Contractor shall:

1. Provide food and beverage (including alcohol) Services on the golf course via the PROS-provided Mobile Concession Unit ensuring a high-level of service and quality to all customers. At a minimum, food and beverage services shall commence daily no later than two (2) hours after first scheduled tee time. All beverages sold on the golf course shall be distributed in individual non-polystyrene cups or cans. Glass bottles are not permitted on the golf course.
2. Maintain all food service equipment in a safe manner as outlined in Exhibit 3 - Minimum Operating Standards for Food Service. Contractor is encouraged to exceed these minimum operating standards.
3. Utilize its own cash register/point-of-sale system for food and beverage sales transactions which shall produce daily sales totals for reporting gross revenues and be able to provide a monthly reconciliation of daily sales in a format approved by PROS. In addition, provide multiple payment options to customers, including cash, credit card and debit card payment, and remain in compliance with the Payment Card Industry (PCI) Security Standards published by the PCI Security Standards Council in effect and at all times. Refer to Article 72 of the Draft Form of Agreement.

Can your firm provide the mobile concession services as per Article 2.8? Yes ___ No ___

2.9 Payment of Revenue to the County

The Contractor shall actively market the Restaurant and Mobile Concession services for the duration of the Agreement, in an effort to promote awareness and increase sales through external or online publications. Contractor shall not place any visible advertisements on the Mobile Concession Unit, at the Facility or within any part of

Crandon Park. advertising nor advertise for its own business. Contractor shall not place or sell any advertisements on the Mobile Concession Unit. Refer to Article 68 of the Draft Form of Agreement regarding signs.

2.10 County's Rights and Responsibilities

1. The County shall approve the original menu items and prices, and any revisions thereafter. The County shall have the right to request revisions of menu items and prices on all Services provided by the Contractor.

2. The County reserves the right to schedule special events that may preclude the Contractor from operating in the Restaurant or providing the Services, or a portion thereof, for a limited time. The County will provide a two-week notification to the Contractor of these special events. The County shall be free from any and all liability for Contractor's loss of business as a result of these special events.

3. The County shall have the right, without limitation, to monitor and test (i.e. secret shopper) the quality of Services of the Contractor, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit television, and other reasonable means.

4. The County shall have the authority to make periodic reasonable inspections of the Restaurant, equipment, and operations during normal operating hours to determine if such are being maintained as agreed to. The Contractor shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. If corrective action is not immediately taken, the County will cause the same to be cleaned, and the Contractor shall assume responsibility and liability for such cleaning. Periodic inspections may also be made at the County's discretion to determine whether the Contractor is operating in compliance with the terms and provisions of the Agreement.

5. The County reserves the right to determine the attractiveness and appropriateness of the Restaurant, and to require that the Contractor make changes, if necessary, and such determinations by the County shall be considered final.

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.

2.11 Contractor's Rights and Responsibilities

1. The Contractor shall be responsible for all operating expenses, including Utilities. The Contractor shall place all Utilities for which they are responsible for into its name and pay the actual cost thereof. Contractor shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines

of Crandon Park as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment.

2. The Contractor shall be responsible for janitorial service and pest control/extermination service within the Restaurant. The Contractor shall keep the Restaurant and equipment clean and stocked with County-provided supplies/toiletries at all times.
3. The Contractor shall secure the Restaurant premises included in this Solicitation. The County will not accept any responsibility for the Contractor's equipment, supplies, personal property, money, etc.
4. The Contractor shall follow the County's emergency evacuation and hurricane plan as set forth for the Restaurant and Crandon Park.
5. The Contractor shall ensure that its employees are distinctively uniformed or appropriately attired so as to be distinguishable as the Contractor's employees and not as employees of the County.
6. The Contractor shall ensure that its employees are trained and certified to effectively perform the Services under this contract, as well as provide on-going/as-needed training throughout the term of the Contract.
7. The Contractor 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 operating hours, and be delegated authority to ensure the competent performance and fulfillment of the responsibility of the Contractor herein and to accept all notices provided for herein.
8. The Contractor shall employ a management person(s) who shall be on call and available for emergencies or other matters related to the operations herein (i.e. theft, vandalism, maintenance issues), outside of normal operating hours.
9. The Contractor shall provide all furnishings, fixtures, soft goods, equipment and personal property (i.e. appliances, dishes, cutlery, utensils, paper goods) to fulfill the requirements herein, which shall be of good quality and suitable for its purpose, as approved by PROS designated staff. All such items purchased or leased by the Contractor, except those permanently affixed to the building, shall remain the property of the Contractor following the expiration or termination of this contract.
10. The Contractor shall use the Restaurant primarily for the use permitted and shall not provide any services or sell any item or product without the prior written approval of the County Project Manager. Other services, including catering services, shall may be allowed upon prior approval by the County Project Manager. Under no circumstances shall any permitted other service compete or take priority over providing services in the Restaurant and Mobile Concession.

11. The Contractor 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 Crandon Park or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Restaurant or Crandon Park; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Restaurant or Crandon Park or the proper and economic functioning of any other common service facility or common utility of the Restaurant or Crandon Park; (vi) impair or interfere with the physical convenience of any of the occupants of the Restaurant or Crandon Park; or (vii) impair any of its other obligations herein.
12. The Contractor shall be responsible for the timely payment (i.e., before delinquency) of any and all taxes levied on the Contractor, which taxes relate to, arise out of, or are a result of the operations and/or performance herein. The Contractor'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.
13. The Contractor, at its expense, shall promptly make all repairs to furnishings, surfaces, walls, coatings, décor, entryways, walkways and any other areas ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Restaurant. In addition, Contractor shall repair all damages to the Restaurant or Crandon Park caused by the Contractor, its employees, agents, or contractors as shall be required by reason of (i) the performance of any Work on the Restaurant; (ii) the installation, use or operation of Contractor's property; (iii) Contractor's portion of the utility lines in the Restaurant, if damaged due to Contractor's negligence; (iv) the moving of Contractor's property in or out of the Restaurant or Park; (v) the misuse or neglect of the Restaurant or Crandon Park by Contractor or any of its employees, agents, contractors, or customers including the failure or neglect to make the repairs required. Contractor 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.
14. The Contractor shall refrain from any activity which may interfere with the operation of Crandon Park.
15. Contractor 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 Contractor's operations, maintenance, and repair of the Restaurant.
16. The Contractor shall work closely and cooperate with PROS and the incumbent contractor to ensure seamless transition of the Services.

Can your firm abide by Article 2.11? Yes _____ No _____

2.12 Payment of Revenue to the County

1. It is the intent of the County that the best possible Services be provided to the public, while generating revenues. The Contractor shall pay the greater of the following variable revenue to the County:

a) **Monthly Guarantee**

For consideration of providing services at Crandon Park for the operation and maintenance of the Crandon Golf Restaurant and Mobile Concession Unit, the County desires payment of no less than five thousand, seven hundred and fifty dollars and zero cents (\$5,750.00) plus tax, per month, exclusive of Utilities payment, which shall be received by the County from the Contractor on or before the first day of the month, without billing.

b) **Percentage of Monthly Gross Revenues**

For consideration of providing services at Crandon Park for the operation and maintenance of the Crandon Golf Restaurant and Mobile Concession Unit, the County shall receive a Percentage of Gross Revenue of no less than 10 percent (10%), plus tax, per month, exclusive of Utilities payment.

Note: The Crandon Park Master Plan (CPMP) requires a minimum of 10% of all gross revenue for activities occurring on the Crandon Park lands for which a price, charge, trade, barter, or fee is imposed.

2. **Additional Payments:**

The following fees are to be paid separately by the Contractor and not included as part of the above Monthly Guarantee or Percentage of Monthly Gross Revenues payment. These are the County's current rates which may be subject to change.

- a) The Contractor shall pay a monthly lease fee of \$267.83, plus tax, for the Mobile Concession Unit.
- b) The Contractor shall pay a monthly waste collection fee of \$172 (unless they have established their own service per Section 2.11.1 herein).

Can your firm pay the minimum monthly revenue of \$5,750.00? Yes ___ No ___

3.0 **RESPONSE REQUIREMENTS**

3.1 **Submittal Requirements**

In response to this Solicitation, Proposer should complete and return the entire Proposal Submission Package. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed Services. However, overly elaborate Proposals are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank Proposals on criteria listed below. The Review Team will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1,000) points per Review Team Member.

TECHNICAL EVALUATION	
TECHNICAL CRITERIA (Attachment 1)	POINTS
Proposer's Approach to Providing the Services	250
Proposer's, Subcontractor's and key personnel's relevant experience, qualifications, capabilities, and past performance providing Services.	250
Proposer's Financial Capacity	200
Proposer's Transition Plan and Implementation of Timeline	50
Proposer's Sustainable Practices	50
TOTAL TECHNICAL POINTS	800
REVENUE EVALUATION	
REVENUE CRITERIA (Attachment 2)	POINTS
Monthly Guarantee and Percentage of Gross Revenue	200
TOTAL REVENUE POINTS	200
TOTAL MAXIMUM EVALUATION POINTS PER REVIEW TEAM MEMBER	1,000

Any Proposer, whether a Joint Venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary ("an affiliated company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Review Team shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Review Team may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Review Team.

4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Revenue), rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit for “Lobbyist Registration for Oral Presentation” regarding registering speakers in the Proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBEs) as follows. An SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer’s Proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development Division for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development Division at (305) 375-3111 or <http://www.miamidade.gov/smallbusiness/>. Additionally, the Small Business Development Division can be reached at Sbdnow@miamidade.gov or Sbdcert@miamidade.gov.

The SBE/Micro Business Enterprise must be certified by Proposal submission deadline, at contract award, and for the duration of the Contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the Contract.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. “Local Certified Veteran Business Enterprise” or “VBE” is a firm that is **(a)** a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and **(b)** prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent (5%) of the evaluation points scored on the technical portion of such vendor’s Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the Veteran’s Preference provided in this section and shall be limited to the applicable SBE preference. At the time of Proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section

295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

4.6 Revenue Evaluation

The revenue schedule will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed Services. The revenue evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms and conditions of the Contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code of Miami-Dade County, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Review Team a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend that a Contract be negotiated with said local Proposer.

4.8 Negotiations

The Review Team will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request better offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests better offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a Contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.) Additionally, any Proposer recommended for negotiations shall comply with the Lobbyist registration requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance pursuant to Section 2-11.1(s) of the Code. A principal of any corporation, partnership or other entity who appears as a lobbyist on behalf of an entity, without special compensation or reimbursement for the appearance, shall register with

the Clerk as required by the Ordinance 73-21, but shall not be required to pay any registration fees.

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three (3) years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten (10) years prior to date of Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.9 Contract Award

Any proposed Contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to Contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for Contract award or rejection of all Proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The County's anticipated **Draft Form of Agreement** (Attachment 3) is attached herein. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the Agreement:

a) Supplier Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier Registration Package. For online vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>. **Refer to Article 46 of the Draft Form of Agreement.**

b) Insurance

The Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division, prior to the commencement of any Work under any Agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements. **Refer to Article 21 of the Draft Form of Agreement.**

c) Security Deposit

Within thirty (30) days from the execution of the Contract, the Contractor shall furnish to the County, Parks, Recreation and Open Spaces Department, Performance Excellence Division at 275 N.W. 2nd Street, Miami, Florida 33128 ATTN: Sarah Vickery, a security deposit in cash equal to three (3) months Monthly Guarantee, redeemable at the end of the Contract term except for such conditions pertinent thereto. In lieu of the Contractor furnishing a Security Deposit, the Contractor can provide a Performance Bond or Irrevocable Letter of Credit, equal to three (3) months of the Monthly Guarantee. **Refer to Article 18 of the Draft Form of Agreement.**

d) Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable. **Refer to Article 47 of the Draft Form of Agreement.**

e) First Source Hiring Referral Program

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. **Refer to Article 62 of the Draft Form of Agreement.**

f) Shannon Melendi Act

The Contractor shall conduct background checks on all owners, staff, and volunteers pursuant to Miami Dade County Ordinance No. 08-07 and ensure the safety of the patrons of Crandon Park by meeting the requirements of Chapter 26 "Miami -Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act". **Refer to Article 69 of the Draft Form of Agreement.**

g) Polystyrene Products Ban

The Contractor 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. **Refer to Article 70 of the Draft Form of Agreement.**

6.0 ATTACHMENTS

6.1 Proposer Submission Package:

Attachment 1 – Proposer Information

Proposed Approach to Providing the Services

1. Describe Proposer's specific plan and procedures to be used in providing the Services outlined throughout the Solicitation.
 - a. Proposed approach to providing a high-level of service and quality to all customers;
 - b. Proposed approach to maintaining safety;
 - c. List of specific reports and tasks utilized to provide the Services in a consistent and effective manner, including inventory and sales;
 - d. Identify the work shifts proposed with staffing levels.
2. Describe Proposer's approach to organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work on this contract.
3. Provide the food and beverage menu the Proposer intends to offer at both the Restaurant and on the Mobile Concession Unit. Include the price and description of all proposed menu items. Prices must reflect recent trends for pricing in the industry for this type of operation.
4. Provide a detailed description of Proposer's customer service program including the approach to ensuring customer satisfaction. Details should include efficiency standards, addressing products and services inquiries, resolutions for complaints, response times and escalation procedures.
5. Describe the legal requirements and issues that affect this type of operation and describe the Proposer's approach to addressing and mitigating effects of the same.
6. Provide historical information detailing if the Proposer has ever obtained or has had any issues obtaining a 4COP/SFS License (formerly known as an SRX license).
7. Provide a detailed description of the Proposer's training program including how assessments for staff will be performed. Describe if training will be conducted in-person and/or through on-line tutorials/web seminars, will be available via the web. Provide samples of outlines or instruction manuals that will be used. Describe standards and methods that address the services to be performed under this contract, including the following:
 - a. General orientation and areas of responsibility;
 - b. Procedures, performance standards, remedial action and retraining programs;
 - c. Tools and equipment, operation and safety;
 - d. Customer service training for all personnel having contact with the public;
 - e. Measures taken to allow for safe business operations as a response to the COVID-19 pandemic.
8. Provide a preliminary action plan(s) for emergencies, including fire, acts of nature, and pandemic(s), and with remedial action readily available.
9. Describe the Proposer's marketing strategy and advertising plan to actively promote the Restaurant and Mobile Concession services in an effort to promote awareness and increase sales including media planning, signage, and marketing goals.
10. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s). Only those exceptions identified herein will be considered by the County. Exceptions not specifically delineated will not be accepted from any Proposer(s) that may be invited to participate in negotiations as outlined in Section 4.8 of the Solicitation.

Proposer, Subcontractor and Key Personnel's Relevant Experience, Qualifications, Capabilities and Past Performance Providing Services

11. Describe the Proposer's past performance and experience managing, operating, and maintaining a restaurant of similar capacity to that of the facility specified including table-side service, special events, and banquet operations.

12. Describe the Proposer's experience in the provision of food and beverage service to other resort or golf facilities in the South Florida market providing similar Services to those specified in the Solicitation.
13. State the number of years that the Proposer has been in existence and the current number of employees.
14. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21.

The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer/ key personnel/Subcontractor was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

15. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
16. Provide a detailed list and description of any published reviews or awards of all related and relevant projects.
17. Describe the experience of the proposed on-site manager including education and certifications. Provide specific details on restaurant operations and management experience with similar responsibility in a comparably sized facility as well as a copy of the individual's resume, job description, and other detailed qualification information.
18. Provide an organization chart showing all key personnel, including their titles, to be assigned to this contract. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. Key personnel include all partners, managers, and other professional staff that will perform work on this contract.
19. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this contract
20. Provide resumes which detail the experience, qualifications, language(s) spoken, and other vital information of all key personnel, including those of subcontractors, who will be assigned to this contract. Include copies of applicable licenses and certifications/accreditations of Proposer's employees who will be assigned to this contract, other than key personnel.
21. Provide the name and title, and address relevant experience, qualifications and past performance on previous similar contracts that qualifies the key personnel to perform the services as specified in the Scope of Services (see Section 2.0 of the Solicitation).

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposer's Financial Capacity

22. Provide Proposer's most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
23. Provide a pro forma financial statement in US Dollars, with detailed information evidencing the potential revenue projected for this contract. The pro forma shall be incorporated into the Agreement as an attachment. Proposers are to title the pro forma in their Proposal as "Pro Forma Financial Statement".
24. Provide a Financial Plan which will indicate:
 - a. the source of funding to be used for start-up costs, including equipment, furniture and fixtures; and,
 - b. the total amount of working capital and reserves the Proposer determines will be required to maintain operations.
25. Provide the Proposer's minimum investment (i.e., furnishings, equipment) and total value of improvements (i.e., minor improvements, repairs), as further indicated in Section 2.4.2 of the Solicitation.
26. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

Proposer's Transition Plan and Implementation of Timeline

27. Provide an implementation timeline identifying specific key tasks including a transition schedule commencing post contract award with specific tasks and duration of each task. Describe how the Proposer plans to start operations with a smooth transition of Services from the incumbent Contractor. The County desires that the Proposer be in full operation to provide food and beverage service within thirty (30) days following the commencement date of the contract award.

Proposer's Sustainable Practices

28. Describe in detail Proposer's sustainable business practices, by addressing the three pillars of sustainability: environmental, social, and economic
 - a. Environmental – Consideration of Product Attributes
 - i. Explain how Proposer will perform the Work required in this project by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services required.
 - ii. Provide Proposer's environmental policies, programs, certifications, in addition to specific requirements
 - b. Social/Fair Labor Standards - Contributions to the health, well-being and development of its employees
 - i. Describe Proposer's criteria in support of safe, fair, and equitable work practices and ethical behavior, to include:
 - a) Job classification descriptions of any and all services to be performed
 - b) Geographic area within which the services are to be performed, under safe and accessible working conditions

- c) Equitable wage/benefit determination practices
- c. Economic - Equal access to small, diverse and disadvantaged suppliers
 - i. Identify Proposer's direct efforts to develop supplier diversity initiatives used to increase the participation of small, diverse and disadvantaged enterprises, in contracting opportunities.

Attachment 2 – Revenue Schedule

Proposers shall list their Monthly Guarantee and Percentage of Monthly Gross Revenues. These amounts shall be seen as consideration retained by the County for allowing the Contractor to engage in business at Crandon Park.

Proposer is requested to fill in the applicable blanks on this form.

Monthly Guarantee:

Operation and Maintenance of Crandon Golf Restaurant and Mobile Concession Unit	Could your firm provide a minimum monthly guarantee (paid per month)? (Yes or No)
Year 1	
Year 2	
Year 3	

Percentage of Monthly Gross Revenues:

Operation and Maintenance of Crandon Golf Restaurant and Mobile Concession Unit	Can your firm provide a percentage of monthly gross revenues (paid per month)? (Yes or No)
Year 1	
Year 2	
Year 3	

Minimum Acceptable Amount: Proposer shall offer a minimum of **10%** of all gross revenue in accordance with the Crandon Park Master Plan requirements.

Option to Renew (One Year)

Can your firm provide a Monthly Guarantee for the option to renew term? (Yes or No)_	Can your firm provide a Percentage of Monthly Gross Revenues (paid per month) for the option to renew term? (Yes or No)

REVENUE SCHEDULE ACKNOWLEDGMENT

The Proposer's revenue data shall be submitted on this Attachment 2, Revenue Schedule, and in the manner stated herein. Proposers who do not submit revenue pricing in accordance with the Solicitation document and this Attachment 2 may be deemed non-responsive. The amounts entered on this Attachment 2, Revenue Schedule shall be used to determine points awarded for the revenue criteria as indicated in Section 4.2, Evaluation Criteria, of this Solicitation. Notwithstanding the proposed revenue rates, the County reserves the right to negotiate the final revenue rates prior to award.

Attachment 3 – Draft Form of Agreement

6.2 Exhibits:

- Exhibit 1 - Crandon Golf Restaurant Site Map
- Exhibit 2 - List of Equipment
- Exhibit 3 - Minimum Operating Standards for Food Service
- Exhibit 4 - Crandon Park Master Plan
- Exhibit 5 - Current Menu/Prices

6.3 Web Forms (provided via BidSync for electronic submission):

- Proposal Submittal Form
- Subcontracting Form
- Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation

Note: **Proposal Submission Package** includes: Attachment 1, Attachment 2, and Web Forms.

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

This questionnaire will assist SBD in identifying the qualified contractors that can provide the aforementioned good(s)/service(s). Indicate yes “Y” or no “N” on the empty line on the left side of this questionnaire and forward it completely filled out to this e-mail address:

twj@miamidade.gov or via fax (305) 375-3160 attention Tyrone White.

_____ PROPOSER (PRIME) has experience completing projects with a similar size and scope as this project, meets the requirements of the PROPOSER (if any) and can perform the work as required.

_____ PRIME **DOES NOT** have experience providing the required good(s) and/or services required by this solicitation.

I certify that to the best of my knowledge all the information provided is verifiable and correct.

Name of Firm: _____

Representative's Name: _____

Title: _____ Signature: _____

Please respond by **5:00 PM, THURSDAY, MAY 26, 2021.**

Any questions feel free to contact me at (305) 375-2824.

PLEASE LIST YOUR FIRMS HISTORY OF SIMILAR PROJECTS, REASON(S) WHY YOUR FIRM DOES NOT MEET THE EXPERIENCE REQUIREMENTS (IF APPLICABLE) AND ANY COMMENTS YOU MAY HAVE ON THE NEXT PAGE

SIMILAR PROJECTS AS PRIME OR SUB- CONTRACTOR

Project Title: _____

Client Name: _____

Contact #: (____) ____ - ____ / _____

Contract Amount: \$ _____

Scope of Service(s):

Project Title: _____

Client Name: _____

Contact #: (____) ____ - ____ / _____

Contract Amount: \$ _____

Scope of Service(s):

Project Title: _____

Client Name: _____

Contact #: (____) ____ - ____ / _____

Contract Amount: \$ _____

Scope of Service(s):
