

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
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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: RFQ-00738

TERM OF CONTRACT: Five (5) Years, Six (6) Months

Requisition/Project Title: Lease/Operation of Restaurant at Joseph Caleb Center

Description: The County is soliciting proposals from qualified and experienced firms to lease, develop and manage a food service facility at the Joseph Caleb Center, located at 5400 NW 22 Avenue, Miami, Florida 33142. The Complex is located in Liberty City within a neighborhood surrounding, and is currently under renovation. The Complex will include updated county administrative offices, 2 County court rooms, a Department of Motor Vehicle office, a library and an auditorium. Estimated weekday traffic will be 500 to 750 visitors per day, which includes approximately 200 government employees. Renovation is expected to be completed early November 2018, to which the awarded Proposer would be required to be fully operational within 180 days of the accessible date to the property. Operating hours would be Monday-Friday from 7:00am – 5:00pm (excluding county holidays), serving breakfast and lunch to the visitors.

The Restaurant will provide the County with income of either \$1,500 monthly rent or 7% of monthly gross receipts, whichever is higher, and would include utilities. Contract terms for the new lease will be five (5) years, six (6) months, with one (1) – five (5) year option to renew at the County's sole discretion.

User Department: REDD
Issuing Department: ISD / PMS
Estimated Cost: \$1.00

Contact Person: Sharon Donnelly; 305-375-3020; sharon.donnelly@miamidade.gov
Funding Source: Revenue Generating

ANALYSIS

Commodity/Service No: 96115 – Concession, Catering, Vending; Mobile and Stationary; 96219 – Cafeteria and Restaurant Services		SIC:
Trade/Commodity/Service Opportunities		
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History </div>		
<u>EXISTING</u>		<u>2ND YEAR</u>
<u>3RD YEAR</u>		
Contractors:		
Small Business Enterprise:		
Contract Value:		
Comments:		
Continued on another page (s): ___ Yes <input checked="" type="checkbox"/> No		

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Sharon Donnelly

Date to DBD: 1/23/18

Date Returned to DPM: _____

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, hereinafter referred to as the County, owns property located at 5400 NW 22nd Avenue, Miami, FL 33142, also known as the Joseph Caleb Center. The Joseph Caleb Center consists of an administrative office building occupied by approximately 200 employees, a public library, two courtrooms that serve a high volume of attendees, as well as a 962 seat auditorium which conducts concerts, community forums, movie screenings and productions by community arts organizations throughout the year. The center provides services to a high volume of customers and visitors on a weekday basis, with an average of 750 visitors weekly.

The County, as represented by the Miami-Dade County Internal Services Department – Procurement Management Services Division (ISD), is soliciting proposals from qualified firms interested in leasing, developing and operating of 2,617 square feet retail space within the Center, for the operation of a fast food service facility (“Restaurant”). The Restaurant location is on ground level of the building, within the front of the lobby entrance. Currently the Building is undergoing renovations and is expected to be completed early November 2018.

2.2 Preferred Qualifications Requirement

The preferred qualification requirement for this Solicitation is:

- A. A minimum of five (5) years of experience in the past ten years in successfully operating a licensed food and beverage establishment with annual gross sales of \$350,000 or more.
- B. Documentation of proven capital of sufficient strength to provide improvements, equipment, furniture and fixtures, start-up operations, to be demonstrated by income tax returns, letter of credit, and/or financial statements for a minimum of three years and a proforma financial statement (Appendix A) with detailed information listing all projected revenue and expenses for the five (5) year contract term; and
- C. Knowledge of all legal requirements for the development and operation of food and beverage service facilities to include the requirements of obtaining a State of Florida Public Food Service Establishment license and certificates of use and occupancy from the appropriate jurisdiction.

2.3 Tasks

The selected Proposer shall operate and manage a Restaurant 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 the regularly scheduled operating hours of the Joseph Caleb Center (currently 7:00am to 5:00pm, Monday through Friday, excluding Federal holidays). The selected Proposer shall have the right to use the space shown on the attached building plan (Appendix B) for the operation of a Restaurant. No nightclub type activities or alcoholic beverage sales will be permitted under any agreement issued as a result of this Solicitation.

2.4 Deliverables

The Restaurant is provided in as-is condition. The selected Proposer shall perform all required Restaurant improvements, in compliance with the South Florida Building Code, with all necessary permits, and County’s approval, obtained prior to starting any Restaurant improvements and pursuant to the County’s current Construction Rider (Appendix C). The Proposer shall provide to the County with proposal submittal a Conceptual Plan which illustrates how the space will look upon completion of the improvements. The plan should describe what types of food will be served in the restaurant. The Restaurant shall be open and in full operation no later than one-hundred, eighty (180) days from contract award of contract award and/or construction completion date of the Restaurant and Certificate of Occupancy has been granted.

The selected Proposer shall bear all initial costs associated with all improvements to the Restaurant, whereas the County proposes to reimburse a percentage of improvement fees (not to exceed \$50,000) allocated back over the initial five (5) year term of the lease in the form of rental credit. The Proposer shall provide documentation reflecting evidence of all improvements with corresponding proof of payment in order to receive rental credit. Once the improvement fee has been paid in full, 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 Certificates of Occupancy and Certificate of Use as required by the City, County or any other governing authority within 180 days of accessibility to the property. The County reserves the right to extend this time-frame if necessary at its sole discretion.
- 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 Restaurant.
- 4) Prepare an appropriate emergency evacuation plan and hurricane plan and provide it to the County prior to commencement of the operation of the Restaurant. Thereafter, the selected Proposer shall provide the County with any and all updates to the plans.

B. Operation and Quality of Services

The selected Proposer shall:

- 1) Operate a fast food/casual cafeteria or deli-style restaurant with the purpose of serving the Joseph Caleb Center employees and the public, with top quality food at fair, affordable prices. The selected Proposer shall also provide take-out, delivery and/or a catering program permissible to employees working in the Building for on-site events only.
- 2) Maintain a complementary menu that is reflective of current trends in the fast/casual food industry and the local consumer market. The menu is to offer breakfast and lunch options as applicable. Original menu, menu pricing, and future changes must be approved by the County.
- 3) Create a visually exciting and inviting restaurant environment, through a creative high-impact store design, including product displays, in-building signage, graphic and lighting.
- 4) Provide outdoor signage to advertise business within building regulations, as applicable.
- 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 restaurant at a minimum, five (5) days a week, Monday through Friday, 7:00 AM to 5:00 PM, except on County, state and federal holidays. Restaurant will not be open on the weekends. Sufficient staff shall be available to provide service to Restaurant patrons. Hours of operation may be extended/changed as deems appropriate by the Selected Proposer, subject to the written approval of the County.
- 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 Restaurant, in which costs are to be incurred at 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 Restaurant 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) 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.
- 11) Take good care of the Restaurant 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.
- 12) Employ a qualified full-time, on-site manager having experience in the management of a restaurant or similar type of food service operation pursuant to Section 509.039, Florida Statutes. The manager shall be available during all business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibilities of the selected Proposer.
- 13) The selected Proposer and employees shall be distinctively uniformed or appropriately attired so as to be distinguishable as the selected Proposer's employees and not as employees of the Department.
- 14) Comply with the Minimum Operating Standards for Foodservices (Appendix D).
- 15) Maintain all business licenses, health permits, as required by local, state, or federal law and liability and workers compensation insurance.
- 17) Allow the Department of Health and other State, County, and City inspectors (Inspecting Entity) the right to inspect the Lease Premises as may be deemed appropriate by the Inspecting Entity.

Note: Addition of Temporary Locations:

The County reserves the right to require the Lessee to provide and cause to be operated, temporary locations prior to the date of Beneficial Occupancy, the Lessee will not pay any rent for these locations. After Date of Beneficial Occupancy, any such temporary location's (s) rent is subject to negotiations, considering square footage and the terms of Article 14 and Article 20 of the Lease Agreement.

2.6 Revenue and Schedule

The selected Proposer shall:

- A. Pay a Monthly Guarantee Rent of \$1,500 plus applicable tax to the County on the first (1st) day of each month commencing with the first date of Beneficial Occupancy of the Restaurant, or 7% of total monthly Gross Receipts plus applicable tax. At the end of each month, the Proposer shall provide to the County a full accounting of Gross Receipts from the Restaurant. If the total Gross Receipts is more than the \$1,500 paid, then the Lessee shall pay the County the difference of \$1,500 up to 7% of total Gross Receipts, plus any additional applicable sales tax amounts, which shall be paid by Lessee with the next monthly rental payment due on the first (1st) day of each month. In no event shall the difference be paid later than the tenth (10th) day of the following month.
- B. The costs for water, garbage pick-up services, and electricity only are included in the Monthly Guarantee Rent.
- C. The base rent shall be adjusted upward at the end of each Lease Agreement year, at a rate consistent with the latest Consumer Price Index (CPI) under the Fort Lauderdale-Miami group, for All Urban Consumers, all items.
- D. Submit Security Deposit as money order or cashier's check equal to three (3) month's rent in the amount of \$4,500. Security Deposit will be placed in a non-interest bearing bank account. 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.
- E. Submit to the County a financial plan that demonstrates sufficient financial capabilities to fund restaurant 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 for business operating account, for a minimum of one (1) year, a minimum of one (1) year of credit card statements or line of credit statements utilized in connection with the operation of a restaurant.

- F. Within forty-five (45) days of approval of Preliminary Plans by the County, Proposer shall obtain all necessary permits for construction and build-out of Leased property.

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.