

# 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
<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>					

LIVING WAGE APPLIES: X YES \_\_\_ NO

**Requisition/Project No:** RFQ-01012

**TERM OF CONTRACT:** Ten (10) Years, Nine (9) Months

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

Description: Miami-Dade County ("the County"), as represented by the Internal Services Department, Real Estate Development Division, is seeking experienced food and beverage firms to submit their qualifications for consideration to lease, develop and operate 2,600 square feet of restaurant space at the Joseph Caleb Center (the "Caleb Center"), located at 5400 NW 22<sup>nd</sup> Avenue, Miami, Florida, 33142, for the operation of a fast food service facility ("Restaurant"). The Caleb Center includes governmental offices, a library, two courtrooms, an auditorium, and a restaurant, which will be open to all visitors. It is the intent of this proposal of provide food service to the patrons during visits to this location.

The County anticipates awarding this contract for a period of ten (10) years, nine months, in which the nine months shall allow for the build-out of the leased premises. The Guaranteed Monthly Rent shall be Two-Thousand and 00/100 (\$2,000.00) for the first two years, then adjusted upwards of 3% every year thereafter for the term of the agreement.

**User Department:** REDD

**Issuing Department:** ISD / Strategic Procurement Division

**Estimated Cost:** \$1.00

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

**Funding Source:** Revenue Generating

## ANALYSIS

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

## RECOMMENDATIONS

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

<b>Basis of Recommendation:</b>

Signed: Sharon Donnelly

Date to DBD: 6/14/18

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

**This document is a draft of the scope of services for a future solicitation and is subject to change without notice.  
This is NOT an advertisement. Please respond to the contact listed for feedback or questions.**

## **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 experienced firms interested in leasing, developing, operating and maintaining 2,600 square feet of retail space at the Joseph Caleb Center located at 5400 NW 22 Avenue, Miami, FL 33142, for the operation of a fast food Restaurant. The Restaurant location is on the ground level of the Caleb Center, within the front of the lobby entrance.

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 art 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 Restaurant has been closed for approximately five years due to construction of a new parking garage, parking lot improvements and renovations to the building. The Restaurant is in need of upgrades, which will be the responsibility of the Lessee. The Lessee will be granted a rent credit in an amount not to exceed \$50,000 to cover the costs of improvements.

The term and Commencement Date of the Lease Agreement shall begin on the first day of the calendar month following the effective date of the Lease Agreement, and will end ten (10) years and nine (9) months thereafter. The initial nine (9) month period shall be considered the maximum allowance time for development and build-out of the Restaurant. Upon receipt of the Security Deposit (Lease Agreement - Article 13) and Lessee's Certificate of Insurance (Lease Agreement – Article 60), the Landlord will issue a Notice to Proceed, which will allow the Lessee to occupy the Restaurant. The Lessee is expected to be in full operation within nine months of the 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 \$350,000 or more;
- B. Knowledge of all applicable 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 the food service facility 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 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 regularly scheduled operating hours of the Joseph Caleb Center. The selected Proposer shall have the right to use the space shown on the attached building plan (Appendix B) for the operation of the Restaurant. No nightclub type activities or 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 Landlord may grant certain allowances to modify, change or otherwise adapt the property to suit the needs of the selected Proposer.

## **2.4     Deliverables**

The Restaurant is provided in its "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 Landlord's approval, obtained prior to starting any Restaurant improvements and pursuant to County Code, Section 2-1701. The selected Proposer shall provide to the Landlord 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. The plan should describe what types of food will be served in the Restaurant.

The selected Proposer shall bear all initial costs associated with all improvements to the Restaurant. Thereafter, the Landlord proposes to reimburse a percentage of improvement fees (not to exceed \$50,000) allocated back over the initial five (5) years of the ten (10) year lease in the form of a rental credit. The selected Proposer shall provide documentation reflecting evidence of all improvements with corresponding proof of payment, to include corresponding invoices and cancelled checks or credit card statements in order to receive rent credit. Once the improvements have been reimbursed, all such improvements shall become the property of the Landlord 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 180 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 Restaurant.
4. Prepare an appropriate emergency evacuation plan and hurricane plan and provide it to the Landlord prior to commencement of the operation of the Restaurant. Thereafter, the selected Proposer shall provide the Landlord with any and all updates to the plans.
5. Comply with all Federal and County government requirements related to the discharge of oil, fats and grease (FOB) pursuant to federal regulations Title 40, Chapter 1, Subchapter D, Part 110 and Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (Environmental Protection Agency (EPA) Clean Water Act).

**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 (\$10 and under). The selected Proposer shall also provide take-out, delivery and/or a catering program.
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, snacks and lunch options. Original menu, menu pricing, and future changes must be approved by the Landlord.
3. Create a visually exciting and inviting restaurant environment, through a creative high-impact restaurant design, including product displays, in-building signage, graphic and lighting.
4. Provide outdoor signage to advertise business within building regulations and with Landlord's 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. Proposer shall ensure transmittal of payment transaction data is processed on/through a secure network.
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. The Restaurant will not be open on the weekends. Sufficient staff shall be available to provide service to Restaurant 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 Restaurant, 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 Restaurant at its own discretion. The Landlord 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 Landlords 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.
13. Provide contact information for management personnel of the Lessee which shall be on call, at all times, for emergencies or other matters related to the operations under this contract.

14. 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 trash removal from all point of sale areas to dumpsters.
18. Provide secure Wi-Fi services as required to conduct business operations.
19. Provide maintenance, repair and replace, as required, the HVAC equipment. The selected Proposer shall contract with a licensed and insured air conditioning firm to perform regular monthly maintenance and repairs as necessary.
20. Install and maintain the grease trap and exhaust system as required per Operating Standards for Foodservice (Appendix C).
21. Provide and maintain grease containers, and discard used cooking oils in a proper manner as required by County code.

**NOTE: Addition of Temporary Locations:**

The Landlord reserves the right to request 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:

1. Pay the Landlord a Guaranteed Monthly Rent of Two Thousand Dollars and 00/100 (\$2,000.00) in U.S. funds, plus applicable state tax as required by law 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 nine (9) 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 3%.
2. Submit Security Deposit in the form of a money order or certified check equal to three (3) month's rent in the amount of Six Thousand Dollars and 00/100 (\$6,000.00) in U.S. funds. 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.

3. 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 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 restaurant. Reference Sample Pro Forma (Appendix A).
4. Within ninety (90) days of contract award and approval of Preliminary Plans by the Landlord, 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 Landlord to provide the best possible service to the public. It is the Landlord's further intent to gain revenues. However, the Landlord makes no guarantee the Department or the Landlord will act, promote, approve, assist or cooperate in any manner to assure that this project will be a financial success for the Landlord and the selected Proposer.