

**RFP 2021-137-ND
MANAGEMENT AND OPERATION OF CONCESSION FACILITY LOCATED AT SOUTH POINTE
PARK**

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SECTION 0100

INSTRUCTIONS TO PROPOSERS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and revenue proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City owns a concession facility comprised of 240 square feet within the structure commonly referred to as the "Pavilion Building", located in South Pointe Park (hereinafter referred to as the "South Pointe Park Pavilion"). The purpose of this RFP is to seek proposals from parties interested in operating a food and beverage concession at the South Pointe Park Pavilion. See Exhibit B for South Pointe Park Pavilion floor plan. Interested parties are strongly encouraged to attend the site visit scheduled pursuant to Sub-section 5 below. Site is furnished "as is" to the selected concessionaire. The selected concessionaire shall be responsible for maintaining all current equipment (e.g., air conditioning, plumbing, electrical, lighting and mechanical roll-up doors) and, furnishing and maintaining any additional equipment necessary for the proposed operation.

2.1 BACKGROUND. South Pointe Park opened to the public on March 22, 2009. On September 15, 2010, the Mayor and City Commission approved an agreement with Blissberry, LLC ("Blissberry") for the management and operation of a food and beverage concession at the South Pointe Park Pavilion Building. Blissberry's agreement expires on November 30, 2021. In order to consider a replacement agreement with a concessionaire, this RFP seeks proposals for the management and operation of a food and beverage concession at the South Pointe Park Pavilion.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	April 23, 2021
Site Visit	April 30, 2021 at 9:30 a.m. ET
Pre-Proposal Meeting	May 10, 2021 at 9:00 a.m. ET
Deadline for Receipt of Questions	May 24, 2021 at 5:00 p.m. ET
Responses Due	June 14, 2021 at 3:00 p.m. ET
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the

Procurement Contact noted below:

Procurement Contact:

Natalia Delgado

Telephone:

305-673-7000 x26263

Email:

NataliaDelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING AND SITE VISIT. Attendance for the pre-proposal meeting shall be via telephone and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 786-636-1480 (United States, Miami Toll-free)
- (2) Enter the MEETING NUMBER: 843 285 013#

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

The site visit will be held at the date and time scheduled in Section 3 above at the following address:

**South Pointe Park
3 Washington Avenue
Miami Beach, Florida 33139**

The site visit is not mandatory. However, interested proposers are strongly encouraged to attend. Attendees must correctly and consistently wear a face mask that completely covers their nose and mouth and stay at least six (6) feet away from others at all times

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through Periscope S2G. Any prospective Proposer who has received this RFP by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

9. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

10. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the City Manager. The City Manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

11. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

SECTION 0200

GENERAL CONDITIONS

TERMS & CONDITIONS –SERVICES. By virtue of submitting a proposal in response to this solicitation, Proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the proposal.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Proposer's responsibility to assure that its proposal, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late proposals cannot be submitted and will not be accepted. Proposers are cautioned to allow sufficient time for the submittal of proposals and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Proposer to ensure its proposal is successfully submitted in Periscope S2G prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).
2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1).
3. Revenue Proposal (Tab 4).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1	Cover Letter & Minimum Qualifications Requirements
	1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.
	1.2 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix A, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications
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2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing similar scope of services as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and sub-contractors to be used for this project if awarded, the role that each team member (including personnel and sub-contractors) will play in providing the services detailed herein and each team members' qualifications. At a minimum, a resume of the operator(s) or manager(s) proposed for the concession, indicating relevant experience and other pertinent information, shall be included.

TAB 3	Scope of Services Proposed
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Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix A, Minimum Requirements and Specifications. At a minimum, response shall include details on the following:

- **Proposed Concept.** Submit details on the concept the Proposer is proposed to implement at the South Point Park Pavilion. Include details on menus (including pricing) and equipment proposed.
- **Business Plan.** Submit detailed business plan that includes (at a minimum) sales projections, management, food safety procedures, schedule of operation, employee training marketing, number of employees and employee qualifications, supervision, customer service policies and customer service conflict resolution, technology and point of sale system, tracking and reporting of revenue transactions, etc.
- **Sustainability Plan.** Submit a sustainability plan with detailed information addressing how Proposer will abide by the City's sustainability initiatives including but not limited to "Plastic Free" Miami Beach.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

TAB 4	Revenue Proposal
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Submit a completed Revenue Proposal Form (Appendix B).

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SECTION 0400**PROPOSAL EVALUATION**

1. EVALUATION OF PROPOSALS. All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, the City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

2. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria.

Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications	40
Scope of Services Proposed	35
TOTAL AVAILABLE POINTS for Qualitative Criteria	75
Quantitative Criteria	Maximum Points
Revenue Proposal	25
Veteran's Preference Points	5
TOTAL AVAILABLE POINTS for Qualitative and Veteran's Preference Criteria	105

3. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. revenue) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria.

4. QUANTITATIVE CRITERIA. Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code. Revenue proposal points in accordance with the following formula:

Sample Objective Formula for Revenue Points				
Vendor	Vendor Revenue Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (revenue proposal being evaluated / highest revenue proposal X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$200	20	$\$200 / \$200 \times 20 = 20$	20
Vendor B	\$150	20	$\$150 / \$200 \times 20 = 15$	15
Vendor C	\$100	20	$\$100 / \$200 \times 20 = 10$	10

5. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Qualitative Points	82	74	80
	Quantitative Points	15	10	0
	Total	97	84	80
	Rank	1	2	3
Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	15	10	0
	Total	97	95	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	15	10	0
	Total	105	84	66
	Rank	1	2	3
Low Aggregate Score		3	6	9
Final Ranking*		1	2	3

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information he deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

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APPENDIX A

MIAMI BEACH

Minimum Requirements & Specifications

2021-137-ND
MANAGEMENT AND OPERATION OF
CONCESSION FACILITY LOCATED AT
SOUTH POINTE PARK

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

A1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. Proposer (defined as the Proposing Firm) and/or its principal shall have a minimum of five (5) year(s) experience providing management and operation services of concessions or other food and beverage businesses within the last ten years. Experience need not be continuous.

Required Submittals: Submit proof, including project name, project description, start and completion dates, project contact information (phone and email), that documents the requirement experience. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

A2. Specifications.

The City will grant to the successful proposer, the exclusive right, during the Term of this Agreement, to manage and operate the concession facility within the structure commonly referred to as the "Pavilion Building", located in South Pointe Park, as described herein, all at its sole cost and expense.

1. Permitted Uses.

- Sell non-alcoholic beverages.
Please Note: All beverage products must be in compliance with the City's Coca-Cola Agreement, or its replacement agreement.
- Sell pre-packaged and/or prepared foods with limited heating requirements (i.e. the use of steamers, warmers, microwaves, sandwich presses and coffee makers)
- Pursuant to CMB Municipal Code 46-206, concessionaire is prohibited from selling, using providing food in, or offering the use of expanded polystyrene food service articles. This excludes expanded polystyrene food service articles used for packaged food that has been filled and sealed prior to receipt by concessionaire.
- With the exception of recyclable plastic beverage bottles and refuse bags for trash collection, concessionaire is prohibited from vending or offering plastic lids, single use plastic beverage straws, single use plastic stirrers, and plastic bags.
- Concessionaire may vend or offer paper or reusable bags (materials can vary, such as calico, cotton, hemp, jute and others). Plastic beverage straws or plastic stirrers may be provided only to an individual with a disability or medical condition.

2. Menus. Proposers shall develop menus for the sale of food and non-alcoholic beverages. Proposers are advised that the City has an existing concession agreement for the operation of vending machines, which entitles the vending machine vendor to the placement of up to six (6) vending machines within South Pointe Park. Therefore, Proposers shall at all times price products of similar type and/or volume in a manner equal or greater to the pricing of the vending machines. At no time shall Proposer's items be sold at a lower price than similar items sold in the vending machines.

3. Schedule of Operation. Successful proposer's operations shall be open in accordance with the schedule outlined below, weather or events of force majeure permitting.

Days of Operation: seven days a week, 365 days a year.

Hours of Operation: 7:00 a.m. to 6:00 p.m.

Any change in the days or hours of operation require the prior written consent of the City Manager including, but not limited to, change in the days and hours of operation requested, pursuant to the Agreement.

4. Additional Services. Unless otherwise stated, successful proposer shall provide the following additional services at their sole cost and expense.

4.1 Concessionaire will be responsible for maintaining and repairing the interior of the premises.

4.2 Concessionaire shall coordinate with the Sanitation Division the placement of paired trash and recycling bins near the concession facility. Bins shall be clearly and visibly labeled as trash or recycling. At a minimum, recycling bins should be labeled as "cans and bottles". Recycling bins shall also have special lids to avoid contamination with non-recyclables.

4.3 Concessionaire shall be responsible, at all times throughout the day, for the collection of all trash, litter, disposable ashtrays, and cigarette and cigar butts within the entire Concession Area, irrespective of whether such materials are in trash receptacles or disposable ashtrays or in the sand/on the floor, each morning and at the end of each day of operation. All such materials shall be identified as either trash or recyclable and placed in the appropriate cans for trash or recyclable items. Unless otherwise approved in writing by Miami-Dade, County, all such materials collected by the concessionaire must be disposed of by the concessionaire and shall not be placed in the Miami-Dade County or City of Miami Beach serviced trash receptacles or dumpsters under any circumstances.

4.4 Food and Beverage Waste (including Mobile Cooking and/or Heating Cooking Facilities). Any waste items, unconsumed food or beverage, food remains such as bones, fruit skins, or other remaining food matter will be placed in a clear plastic bag which will prevent leakage by the concessionaire and placed in the appropriate trash can for collection and disposal. Concessionaires are responsible for all trash and debris generated by the utilization of any approved mobile cooking and/or heating concession.

4.5 The City shall charge concessionaires for the costs of special clean up necessary should concessionaires fail to reasonably perform.

4.6 On or before the twentieth (20th) day of each quarter during the term of the agreement, concessionaire shall prepare and deliver to the landlord a copy of the Tenant's Sales and Use Tax Return (Form DR-15CS or DR-15EZ) filed with the Florida Department of Revenue reporting gross sales made from the concession facility during the preceding quarter, which shall be broken down by month.

5. Concession Fees.

5.1 Security Deposit. Upon execution of the Agreement, the successful proposer shall furnish the City with a Security Deposit in the amount of \$7,500. Said Security Deposit shall serve to secure successful proposer's performance in accordance with the provisions of the Agreement. In the event the successful proposer fails to perform in accordance with said provisions, the City may retain said Security Deposit, as well as pursue any and all other legal remedies provided herein, or as may be provided by applicable law. The form of security may be negotiated with the selected proposers; however, the City's decision as to the allowable form shall be final and binding.

5.2 Minimum Guarantee (MG). In consideration of the City executing the Agreement and granting the rights provided in the Agreement, the successful proposer shall pay to the City a Minimum Guaranteed Annual Concession Fee (to be paid quarterly) as proposed in Appendix B, Revenue Proposal Form. Under no circumstance shall the MG be less than thirty-thousand dollars (\$30,000) and the City will consider non-responsive and reject any proposal that offers a minimum guarantee of less than \$30,000. In the event that the parties agree to extend the term of this Agreement for any renewal option, the MG during the renewal term shall be subject to negotiations

5.2.1 Percentage of Gross (PG). The City reserves the right to negotiate a PG payable to the City during the initial term, and any renewal term, of the Agreement, based on an agreed to gross receipts. During any term of the concession agreement, if the amount of the annual PG is greater than the annual MG, then the successful proposer shall pay to the City the difference between the PG amount and the MG amount. In the event that the parties agree to extend the term of this Agreement for any renewal option, the PG shall be increased in a manner to be negotiated between the City and successful proposer. Please refer to Exhibit A, Concessionaire's gross receipts for the last five (5) years.

A3. Special Conditions

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of five (5) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional two-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.
4. **PROTECTION OF PROPERTY.** The successful contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the successful contractor to replace or repair any property lost or damaged by any of its employees.
5. **LICENSES, PERMITS AND FEES.** The contractor shall obtain and pay for all licenses,

permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.

6. **EXAMINATION OF SITE RECOMMENDED.** Prior to submitting its offer, it is advisable that the contractor visit the site of the proposed location and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The contractor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

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APPENDIX B

MIAMI BEACH

Revenue Proposal Form

2021-137-ND
MANAGEMENT AND OPERATION OF
CONCESSION FACILITY LOCATED AT
SOUTH POINTE PARK

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B REVENUE PROPOSAL FORM

Failure to submit Appendix B, Revenue Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the prices stated on the revenue proposal form below represent the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. All corrections on the Revenue Proposal Form shall be initialed.

MINIMUM GUARANTEED REVENUE TO THE CITY (MG)				
See Concession Fees (Appendix A , Section A2, Subsection 5)				
	Description	A	B	C (A x B = C)
1	Minimum Guarantee (no less than \$30,000 annually)	\$_____/Quarter	4 Quarters	\$_____/Year ¹

¹The Total Annual Minimum Guarantee shall be utilized to allocate Cost Points in the Evaluation of Proposals. Proposals for a minimum guarantee of less than \$30,000 shall be considered non-responsive and rejected.

APPENDIX C

MIAMI BEACH

Insurance Requirements

2021-137-ND
MANAGEMENT AND OPERATION OF
CONCESSION FACILITY LOCATED AT
SOUTH POINTE PARK

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- D. Umbrella Liability Insurance in an amount no less than \$2,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- E. Liquor Liability Insurance on an occurrence basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory

endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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EXHIBIT A

MIAMI BEACH

Concessionaire's Gross Receipts

2021-137-ND
MANAGEMENT AND OPERATION OF
CONCESSION FACILITY LOCATED AT SOUTH
POINTE PARK

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

	2020	2019	Increase YoY	2018 Net Sales	Increase YoY	2017 Net Sales	Increase YoY	2016 Net Sales	Increase YoY
December	\$ 26,488.97	\$ 27,859.48	-5%	\$ 27,066	3%	\$ 17,471	55%	\$ 17,147	2%
January	\$ 34,918.20	\$ 30,488.09	15%	\$ 20,790	47%	\$ 18,755	11%	\$ 12,910	45%
February	\$ 28,032.47	\$ 32,724.27	-14%	\$ 28,450	15%	\$ 19,927	43%	\$ 10,922	82%
March	\$ 14,448.14	\$ 44,432.66	-67%	\$ 36,056	23%	\$ 22,210	62%	\$ 21,581	3%
April	\$ 317.57	\$ 42,038.55	-99%	\$ 31,597	33%	\$ 28,918	9%	\$ 18,604	55%
May	\$ 1,200.25	\$ 37,021.11	-97%	\$ 18,955	95%	\$ 25,985	-27%	\$ 16,380	59%
June	\$ 11,665.94	\$ 36,296.65	-68%	\$ 35,318	3%	\$ 22,736	55%	\$ 17,105	33%
July	\$ 10,248.65	\$ 50,567.91	-80%	\$ 43,962	15%	\$ 40,058	10%	\$ 26,940	49%
August	\$ 15,002.01	\$ 33,982.25	-56%	\$ 38,625	-12%	\$ 20,157	92%	\$ 15,479	30%
September	\$ 11,377.85	\$ 26,879.51	-58%	\$ 27,257	-1%	\$ 13,545	101%	\$ 11,626	17%
October	\$ 12,008.28	\$ 26,739.36	-55%	\$ 22,525	19%	\$ 21,489	5%	\$ 12,078	78%
November	\$ 13,667.68	\$ 26,186.18	-48%	\$ 23,637	11%	\$ 24,647	-4%	\$ 13,775	79%
	\$ 179,376.01	\$ 415,216.02	-57%	\$ 354,237	17%	\$ 275,898	28%	\$ 194,545	42%

EXHIBIT B

MIAMI BEACH

Facility Floor Plan

2021-137-ND
MANAGEMENT AND OPERATION OF
CONCESSION FACILITY LOCATED AT SOUTH
POINTE PARK

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

