

MIAMI BEACH
Invitation to Negotiate (ITN)
2022-060-WG
City Employee Cafe

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SECTION 0200 INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

1. GENERAL. This Invitation to Negotiate (ITN) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Bidders to submit their qualifications, proposed scopes of work and cost 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 Bidders and, subsequently, the Operator(s) (the "contractor[s]") if this ITN 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 an addendum to this ITN. Any prospective Bidder who has received this ITN by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this ITN. Failure to receive an addendum may result in disqualification of the proposal submitted.

2. BACKGROUND & PURPOSE. On April 26, 2017, the Mayor and City Commission awarded ITN No. 2017-097-WG for a City Employee Healthy Cafe to Taste Bakery Café. Taste Bakery Café currently operates the food and beverage cafe located at the ground floor retail space of the City-owned building located 773 17th Street (adjacent to City Hall), which provides healthy menu options for City employees. The agreement had an initial term of three (3) years with the City Manager option to renew for two additional, one-year periods. The agreement is scheduled to expire on October 31, 2022.

The City-owned ground retail space located at 773 17th Street, including an adjoining outdoor seating area was leased to Taste Bakery Café for one dollar per contract year. In consideration of the reduced rent, city employees were provided with healthy food choices at a forty percent (40%) discount, with the City reimbursing Taste Bakery for employee discounts, in an amount of \$168,960 not exceeding \$200,000 per contract year. It has been a successful program as it provides healthy menu options to City employees. Therefore, the City would like to continue offering this benefit to its employees.

2. PURPOSE. To consider an agreement subsequent to the current agreement, the City seeks responses from Bidders interested and qualified to maintain, manage and operate a food and beverage café at the ground floor retail space of the City-owned building located at 773 17th Street (adjacent to City Hall). The successful bidder will provide healthy menu options for City employees in accordance with and subject to all the requirements, terms and conditions herein. Interested parties are invited to submit proposals in accordance with Section 0300. Responsive proposals will be evaluated in accordance with Section 0400.

The City may negotiate with one or more firms to arrive at an agreement for services, inclusive of rent, revenue and employee discounts as mutually agreed upon. The successful bidder will be responsible for rent and its prorated share of property operating expenses (common area maintenance, real estate taxes, insurance, etc. based on tenant's square footage) for the ground level portion of the building. Firms are to propose a rental structure for the City's consideration, along with an employee benefit program. The employee benefit program should include at a minimum, a percentage discount for employee meals.

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

ITN Issued	January 12, 2022
Pre-Proposal Meeting	January 27, 2022 at 10:00 am ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only)

	+1 786-636-1480 United States, Miami Phone Conference ID: xxxxxxxx#
Deadline for Receipt of Questions	February 1, 2022 at 5:00 pm ET
Responses Due	February 10, 2022 at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: xxxxxxxx#
Evaluation Committee Review	TBD
Tentative Commission Approval	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: William Garviso, CPPB , CPP Telephone: (305) 673-7000 # 7490 Email: WilliamGarviso@bellsouth.net

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 seven (7) calendar days prior to the date proposals are due as scheduled in Section 0100-3. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
+1 786-636-1480 United States, Miami
Phone Conference ID: XXXXXXXXXXXXXXXX#

Bidders who are participating should send an e-mail to the contact person listed in this ITN expressing their intent to participate.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders 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 Bidder who has received this ITN by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this ITN. 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 ITN Timetable** section.

7. CONE OF SILENCE. This ITN is subject to, and all Bidders 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. Bidders 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 Bidders (or Bidder 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. BIDDER'S RESPONSIBILITY. Before submitting a response, each Bidder 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 Bidder 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 Bidder.

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

The City Manager may recommend to the City Commission the Bidder(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 Bidder. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Bidders 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. PERISCOPE S2G (FORMALLY BIDSYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

13. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov

14. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

15. 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.

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SECTION 0200

GENERAL CONDITIONS

TERMS & CONDITIONS –SERVICES. By virtue of submitting a proposal in response to this solicitation, Bidder agrees to be bound by and in compliance with the Terms and Conditions for Services (Version 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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MIAMI BEACH

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 Bidder 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 bid.

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 Bidder's responsibility to assure that its bid, 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 bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids 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 Bidder to ensure its proposal is successfully submitted in BidSync 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
2. Financial Proposal Tab 4

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) with the bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically), and its Financial Proposal Tab 4, the City reserves the right to seek any omitted information/documentation or any additional information from Bidder 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 Bidder 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
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1.1 Cover Letter and Table of Contents. The cover letter must indicate Bidder and Bidder Primary Contact for the purposes of this solicitation.
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TAB 2 Experience & Qualifications

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 the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each food service facility that the Bidder submits as evidence of similar experience, the following is required: facility name; location; description of food service provided; copy(s) of healthy food menu(s) offered; licenses; annual County Health Department inspection (CHD) records; 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 General Manager/Operator. Submit detailed information regarding the relevant experience and proven track record of the General Manager/Operator in providing the scope of services similar as identified in this solicitation. For each food service facility that the Bidder submits as evidence of similar experience, the following is required: facility name; location; description of food service provided; copy(s) of healthy food menu(s) offered; licenses; annual County Health Department inspection (CHD) records; and year(s) and term of engagement.

2.3 Qualifications of Bidder Team. Provide an organizational chart of all personnel to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications including the General Manager/Operators in Restaurants. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.4 Local Establishment (if applicable). Provide any current food service locations operated within the City of Miami Beach.

TAB 3 Approach and Methodology

3.1 Operational Plan. Submit a detailed operational plan that includes, at a minimum, detailed information on the following factors:

- restaurant concept,
- management team,
- number of employees and roles,
- interior/exterior improvements,
- equipment,
- layout and furniture,
- hours of operation.
- proposed menu with an emphasis on healthy options,
- menu pricing
- plans to incentivize employee participation,
- on-line ordering,
- delivery services,
- hygiene and cleanliness,
- evaluating customer satisfaction,
- responding to complaints, and
- POS system, tracking and reporting sales.

TAB 4 Financial Proposal

Submit financial proposal, which addresses, but need not be limited to:

- rental structure, and
- employee discounts.

SECTION 0400 PROPOSAL EVALUATION

1. EVALUATION OF PROPOSALS. All responsive proposals will be evaluated in accordance with this section. 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, Bidders 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 OF QUALITATIVE FACTORS (QUALIFICATIONS, APPROACH, AND FINANCIAL PROPOSAL). The Evaluation Committee shall only consider qualitative factors in Tabs 2, 3, and 4. The Evaluation Committee shall not consider quantitative factors in its review of proposals. The Evaluation Committee’s role is 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, as well as consideration of the quantitative factors, in developing an award recommendation to be presented to the City Commission for consideration. 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. The Procurement Department will assign points for Veteran’s Preference, pursuant to Section 2-374 of the City Code, as applicable.

Qualitative Criteria	Maximum Points
Bidder Experience and Qualifications (Tab 2)	45
Approach and Methodology (Tab 3)	35
Financial Proposal (Tab 4)	20
TOTAL AVAILABLE POINTS for Qualitative Criteria	100
Veteran’s Preference Points	5
Bidder(s) with a fully operating food service establishment within the City of Miami Beach at the time of proposal submission.	5
TOTAL AVAILABLE POINTS for Qualitative and Veteran’s Preference Criteria	110

3. EVALUATION COMMITTEE RANKING FOR QUALITATIVE CRITERIA ONLY. The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below.

		Bidder A	Bidder B	Bidder C
Committee Member 1	Qualitative Points	82	76	80
	Quantitative Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Qualitative Points	79	85	72
	Quantitative Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Qualitative Points	80	74	66
	Quantitative Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

4.DETERMINATION OF AWARD. The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 2 and 3 above, to recommend the Bidder (s) he deems to be in the best interest of the City or may recommend rejection of all proposals. 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 Bidder to perform the contract.
- (2) Whether the Bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Bidder(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.

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APPENDIX A

MIAMI BEACH

Specifications and Special Conditions

2022-060-WG
City Employee Cafe

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

A1. Specifications. The following specifications shall set forth the basis for the operation of the café. All operations shall be in strict compliance with all Federal, State of Florida, Miami-Dade County and the City of Miami Beach standards and regulations applicable to food service establishments, including but not limited to.

- Maintaining the highest possible standards of consumer protection in the preparation and delivery of all items sold.
- Immediately correcting any identified sanitation deficiencies.
- Conducting employee training programs.
- Reporting any suspected foodborne illness and initiating investigation processes.
- Providing proper materials, equipment, and facilities for the services.
- Ensuring employees maintain the highest safety and cleanliness standards.

A2. Facility. As described herein, the City will grant the Operator the exclusive right to manage and operate the café, located at 773 17th Street, Miami Beach, FL (adjacent to City Hall). "Café" shall mean a small restaurant with tables and chairs where food and non-alcoholic drinks are sold. It shall be the Operator's sole responsibility and cost to maintain the Facility in accordance with the highest applicable standards and regulations, including Facility interior, assigned outdoor seating area, and major building systems (e.g., plumbing, electrical, and mechanical).

The total area of the premises, collectively known as "the Café" is approximately 1,241 square feet. This includes two separate areas – the interior café of approximately 734 square feet and the outdoor seating area of approximately 507 square feet. The interior area of the café will be subject to execution of a lease agreement between the City and Operator. The exterior area of the café will be subject to execution of a concession agreement between the City and the Operator.

A3. Wares and Packaging. The Café shall enroll in the PlasticFreeMB program and shall not distribute any single-use plastic wares or packaging, including:

- Straws (may provide plastic straws to customers on an as-requested basis)
- Stirrers
- Cups
- Utensils
- Bags
- Take-out containers.

Straws and stirrers shall not be made of plant-based plastics or bioplastics.

Beverages served and sold shall be provided in aluminum cans or other sustainable packaging, as an alternative to single-use plastic bottles.

The Café should encourage the use of reusable food ware such as reusable straws.

The Café should implement a "borrow a cup/bowl" program to minimize single-use items and encourage the reuse of wares.

A4. Recycling and Trash. Trash and recycling bins shall be available to customers. Bins shall follow the following specifications:

- Always be paired (1 trash bin per 1 recycling bin)

- Clearly labeled as trash or recycling
- Recycling bins shall be blue

Leftover food or food scraps that are not served or sold should either be donated to a food rescue organization or be composted.

The total area of the premises, collectively known as, the café equal one thousand two hundred forty-one (1,241) square feet. This includes two separate areas as follows: the interior café 734 square feet, outdoor seating area 507 square feet. The interior area of the café will be subject to execution of a lease agreement between the City and Operator. The exterior area of the café will be subject to execution of a concession agreement between the City and the Operator.

The tenant shall pay its proportionate share of the building operating expenses currently in the amount of \$850.00 per month.

The City requires that the selected provider, at a minimum, provide the following services:

- Healthy meal options
- Delivery service

Impact Factors

- Approximately one thousand two hundred forty-one (1,241) square feet of café space, inclusive of the outdoor seating area.
- No storage at the Café location.
- One restroom located in the café.
- Limited food preparation area.

Permitted Use

The cafe shall be used and occupied only as a café, all at its sole cost and expense.

City's Pouring Rights Agreement(s)

Any resulting agreement is subject to the City's Pouring Rights Agreement, (or any replacement agreement), to be the exclusive provider of non-alcoholic beverages. As such, Concessionaire may only purchase, from the City's vendor, the brand products for the customers.

Schedule of Operation

Unless otherwise approved by the City, the cafe shall be open for operation a minimum of five days per week, with minimum hours of operation as follows: 7:00 AM to 5:00 PM Monday through Friday.

Security Deposit

Upon execution of the Agreement, the Operator shall furnish the City with a Security Deposit equal to five thousand (\$5000.00) dollars. In the event the Operator defaults, the City shall be entitled to retain said Security Deposit as liquidated damages, as well as pursue any and all other legal remedies provided herein or as may be provided by applicable law.

Cafe and Utilities

The tenant shall accept the cafe in "as-is" condition. Any improvements to the Cafe Area shall be at Operator's sole expense and responsibility; provided, however, that any plans for such improvements shall be submitted to the City Manager or her designee for prior written approval. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by Operator without causing damage to the café area.

Utilities and services for the proportionate share of the cafe shall be the responsibility of the Operator to include electrical, water, and garbage. Janitorial, telephone, and security service shall be the sole responsibility of the Operator.

Dumping or disposal of any refuse, discards, trash, or garbage, generated by, or as a result of Operator's operations, into any of the City's trash dumpster without prior approval from the City's project manager shall be prohibited.

Percentage of Gross (PG)

The Cafe area shall be open and available to all members of the general public choosing to enjoy Bidder's food and beverage services. Because the Bidder will also operate as a café to the general public, the Operator shall, during the initial term and any renewal term of the Agreement, pay the City a percentage of gross for all outside sales from this location on a monthly basis. The City requires an annual audit of Café gross receipts independent of any other business affiliations for each contract year beginning with Commencement Date. The City retains the right to negotiate the percentage amount with the Operator.

Financial Considerations

Firms are to propose a rental structure for the City's consideration along with an employee benefit program. The successful bidder will be responsible for rent and its prorated share of property operating expenses (common area maintenance, real estate taxes, insurance, etc. based on tenant's square footage) for the ground level portion of the building. The employee benefit program should include at a minimum, a percentage discount for employee meals.

A3. Special Conditions

1. **TERM OF CONTRACT.** The contract shall commence upon the date of a fully executed lease and concession agreement(s) and shall be effective for three (3) years, unless otherwise mutually agreement upon.
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, unless otherwise mutually agreement upon. 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.
3. **ADDITIONAL SERVICES.** Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approval by the City Manager.

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. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the successful contractor, its employees or agents.
5. **MAINTENANCE AND REPAIR.** The Successful Bidder shall maintain, at its sole expense and responsibility, all furniture, fixtures, and equipment (FFE) and any other improvements (whether permanent or not) required to operate the concession.
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 locations 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.

APPENDIX B

MIAMIBEACH

Insurance Requirements

2022-060-WG
City Employee Cafe

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.

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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