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Patrick Kemmache

CHA/CFBE

305-764-03-64
Miami Springs, FL
pkemmache@yahoo.com

Operations

Operations Management • Project Management • Quality Assurance • Facility Operations
Certified Food & Beverage Executive, Certified Hotel Administrator AHMA

Comprehensive world-class experience in all levels of Hospitality, Hotels, Country Clubs and Restaurants operations, including budgeting, strategic forecasting and profitability. Strong leadership skills, ability to motivate a team in to high performance with successful track record of building revenues, controlling costs, maximizing efficiencies and meeting or exceeding planned and budgeted top and bottom lines goals and objectives.

PROFESSIONAL EXPERIENCE

Paul Tudor Jones Family Office - *General Manager*

August 2015 to January 2019

- Responsible for Jones family Ultra Luxury Estates properties in Costa Rica and Panama, including 16 Estates homes, 10 guest residences, 25 hotel rooms and 2 restaurants.
- Reported directly to Paul and Sonia Tudor Jones.
- Oversee all facility operations, food and beverage operations, and guest services, including budgets, financial controls and quality standards.
- Managed 135 total staff, including 7 managers.
- Cut payroll by 30%, improve guest satisfaction, product quality, team work.
- Amenities include large aviation and boat operations, and gardens, over 200 fruit tree orchards.
- Catered to extremely high-end clientele, celebrities, professional athletes, business and government officials.
- Served as Chairmen of the financial committee of non-profit with \$6 million dollars budget, "Save the Oceans" and The Everglades Foundation founded by Paul Tudor Jones.

Grand Heritage Hotel Group - *Corporate Director of Operations and F&B.*

Qatar / Miami /Mexico August 2011- August 2015

- Grand Heritage Hotel and Spa, Doha, Qatar: Provided operational leadership for the 5 Star...; 150 Rooms, 8 Food and Beverage outlets. Total Revenue: \$24M.
- Grove Isle Hotel and Spa (Miami): Provided leadership and direction for three Condo towers, 120 slip marina, 1,600 member private club, and Spa Operation; 50 rooms, 4 Food and Beverage outlets. Total revenue: \$14M. Served as acting General Manager at several key locations during transition.
- CostaBaja Resort and Spa Lapaz , Mexico 100 rooms, 5 outlets 15000' meeting space, Golf and country.
- Penasco Del Sol, Rocky Point , Mexico 250 rooms, 45000' meeting space, 6 F&B outlets over \$14 million .
- Oversaw management of operational activities for new and existing restaurants, hotels and Country Club, ensuring execution of business objectives for revenue growth and profit.
- Implemented processes and management methods to generate higher ROI and workflow optimization.
- Hiring and training of Food and Beverage management and executives as well as new GM's transitioning.

The Palms Hotel and Spa and Circa 39 Hotel - Director of Food and Beverage

Miami Beach, FL /April 2010 - April 2011

- Hired to reposition Food and Beverage offerings after \$22M renovation. Worked directly with owners developing hotel concept, vision and long-range strategic plans.
- Oversee operations for 400 guest rooms and 6 outlets, including purchasing, catering sales and banquets.
- Achieved Four Diamond status; recognized as one of Best Dining Venues, Best Wedding Venue, and a Top Hotel by New Times magazine.

The Iconic Delano Hotel South Beach- Executive Director of Food and Beverage

NY, NY / Miami Beach FL, April 2008 - April 2010

- Acted as liaison between China Grill owners and Morgan hotels Executives.
- Oversaw all Food and Beverage budgeting, operational decisions, sales and marketing.
- Total of 8 outlets catering and banquet sales; \$25M in total food and beverage sales.
- \$14 million beverage, \$11 million in food. Extensive nightlife and night club operation.
- 12 direct reports, over 200 staff.
- Worked closely with consulting Chef Claude Troisgros on concept and development.
- Restaurants Coyle scores of 92% overall; Mobil 4 Star rating for 2010 and 2009 Bleu Door Restaurant.
- Key organizer of South Beach Food and Wine Festival for 2 years (Bubble Q Perrier Jouet and Dolce Brunch with Food Network celebrity Chefs).

The Umstead Hotel and Spa - Director of Food and Beverage

Cary, NC January 2006 – April 2008

- Brought in to develop and lead Food and Beverage from pre-opening through full operations.
- Achieved \$8M+ in Food and Beverage revenues first year of operation as well as NOI of 9%.
- Pre-Opening: Herons Restaurant, concept and development; hiring and training all F&B management; Establish budget and pre-opening expenditures; Developed operating procedures and training schedules.
- Awards included: Best Hot tables 2007 Herons Restaurant Conde Traveler; Achieved 5 Star by prestigious Mobil guide and 5 Diamond by AAA; Part of prestigious Leading Hotels/Spas of The World.

Renaissance Hotel (Formerly OMNI) - Resident Manager/Food and Beverage Director

Miami Downtown August 2003 – October 2005

- Managed facility operations and Food and Beverage for 528 rooms, 43,000 sq. feet of ballrooms and meeting spaces, and 4 outlets.
- Key collaborator in the renovation of guest rooms, meeting spaces and food and beverage outlets.
- Repositioning of the property in downtown Miami, 50% increase in sales over the previous years.
- Assist General Manager in managing budgets, revenues, forecasting, customer service, and service standards.

ADDITIONAL EXPERIENCE

Renaissance Hotel, 4 Star - General Manager/Restaurant concept “Bin 595 Grille and Wine Bar

Fort Lauderdale-Plantation

Carnival Hotels and Resorts - Executive Chef and Food and Beverage Director

Coconut Grove, FL

EDUCATION

Culinary Degree

Cordon Bleu Culinary School

Bachelor of Science Hospitality Management

University of Paris

Hospitality Accounting and HR Management Certificate

Cornell University

SKILLS: Multilingual and fluent in English, Spanish, and French

Yannick Kemmache

1450 Ludlum Dr.
Miami Springs, FL 33166
Phone: (30)5804-5629
E-Mail: Ykemm001@fiu.edu

OBJECTIVE: To successfully own and run my own business

EDUCATION: Bachelor's Degree in Business Administration and Management with a minor in Entrepreneurship from Florida International University

CERTIFICATES: Manager Food Handler's certification, Quickbooks certified, Google Apps certified

WORK EXPERIENCE:

GrenHous Food Truck: 12/17-Present
Miami, FL

Founder:

Create brand from the ground, up
Leadership: Hire, train and prepare team in the utmost professional way
Manage finances and event booking
Create Marketing Strategy
Grow brand

Tap 42: 9/16-Present
3252 NE 1st Ave. Suite 101
Miami, FL 33137

Bartender:

Make high quality cocktails in a high volume restaurant
Serve/Entertain guests
High-end customer service

Server:

Delivered exceptional, friendly, and fast service
Answered questions about menu selections and made recommendations when requested
Accurately recorded orders and partnered with team members to serve food and beverages that exceeded guests' expectations
Skillfully anticipated and addressed guests' service needs
Managed closing duties, including restocking items and reconciliation of the cash drawer

Spring Chicken: 50 Eggs Inc. 1/16-7/16
1514 S Dixie Hwy, Coral Gables, FL 33146
(305) 504-2704

Assistant General Manager

Overall operations of restaurant in absence of general manager
Guest satisfaction and retainment
Develope, lead and motivate team members
Manage and input invoices into spreadsheets
Vender communications and ordering
Maintain a safe and clean kitchen
Manange production efficiency
Ensure product quality

Earls Kitchen+Bar: 9/14-3/16

7535 N Kendall Dr #2510, Miami, FL 33156
(305) 667-1786

Floor Manager: 9/14-3/16

Run entire night shift
Interview/hire employees
Constantly giving feedback to employees to develop their skills
Reflect on hourly sales to make proper cuts/maximize profits
Closing Manager/left as highest person in command
Set up the day team for success

Opening Team Bartender: 3/14-3/16

Mix high end specialty cocktails in a high volume restaurant
Serve/Entertain guests
Excellent customer service

National Academic Educational Partners: 8/14-12/15

6625 Miami Lakes Drive, Suite 376
Miami Lakes, FL 33014
305.200.8088

Executive Assistant:

Handle all communication to the CEO
Budget numbers for multiple national projects
Organize finances and account for all expenses
Assist in crucial business development strategies
Fly internationally to deliver documents and represent the CEO

Seasons 52: Darden Restaurants: 2/13-6/14

321 Miracle Mile, Coral Gables, FL 33134
(305)-442-8552

Server:

Delivered exceptional, friendly, and fast service
Answered questions about menu selections and made recommendations when requested

Accurately recorded orders and partnered with team members to serve food and beverages that exceeded guests' expectations

Skillfully anticipated and addressed guests' service needs

Managed closing duties, including restocking items and reconciliation of the cash drawer

Houston's Restaurant: Hillstone Corporation: **2/10-2/13**

17355 Biscayne Blvd Aventura, FL 33160

(305) 947-2000

Bartender:

Make high quality cocktails in a high volume restaurant

Serve/Entertain guests

High-end customer service

Server:

Delivered exceptional, friendly, and fast service

Answered questions about menu selections and made recommendations when requested

Accurately recorded orders and partnered with team members to serve food and beverages that exceeded guests' expectations

Skillfully anticipated and addressed guests' service needs

Managed closing duties, including restocking items and reconciliation of the cash drawer

Expediter:

Have full control and communication of the kitchen

Garnish and clean plates before sending out perfect orders

Know how every plate is made and where every table is

Prepare kitchen when anticipating a rush

COMMUNITY SERVICE:

The Lions Club of Miami Springs

301 Swallow Drive

Miami Springs, FL 33166-4430

(305) 888-6346

Completed 120 hours of Community Service

Volunteered at an educational center tutoring children from grades 1-6

Assisted in field trips with children with special needs

Facilitated learning through the use of interactive games, videos, songs and activities

SKILLS:

Bilingual in English and French (reading, writing and speaking)

Proficient in Microsoft Office

Time management

Highly motivated detail-oriented individual

Active listener

Easily adaptable to any work setting

Honest and loyal employee

Miami Spring Golf and Country Club

Food and Beverage Strategic Plan

2019-2020







Introduction

The City of Miami Springs Golf and Country Club is 183 acre, 18 hole golf course which includes a driving range and practice putting area, country club area has a pro-shop, restaurant, banquet and meeting space area, full service bar and catering kitchen, the golf course opened in 1923, it located near Miami international Airport, and 15mn from major Miami Metropolitan areas with nearby The Doral Golf and Country Club.

- Historic landmark
- Old charm that boost spectacular views in all direction
- Located minutes from Miami international airport, Miami Hubs and major highways

Our Vision

To be an inclusive and affordable community-based Club with F&B operation of the highest possible quality, providing a challenging and enjoyable experience for golfers of all ages and locals as well as travelers.

Miami Springs Country club food and beverage offerings will be the best in the area for our guests, our quality will exceed all expectations, quality and experience.

Our Mission

To maintain and continuously improve the clubhouse facilities for present and future guests, golfers, to deliver a rewarding experience in line with our core values, both on and off the

course, by ensuring that our customer services and facilities are of the highest possible standard, while maintaining our financial stability and providing our members/guests with excellent value for money.

Our Core Values

Community

- Miami Springs Golf and Country Club strives to maintain our position as an integral part of the Town of Miami springs and Virginia Garden and support community initiatives whenever possible.

Teamwork

- We work together in the best interests of Miami springs Golf and Country Club, with integrity and professionalism in order to achieve our goals. We are inclusive, consistent and transparent in our decision-making; we share information and resources and communicate clearly and simply.

Continuous Improvement

- We focus on continuous improvement in the provision of clubhouse services and social activities. We apply our skills and knowledge to generate creative and practical ideas. We consult regularly with our members to seek out new ideas in relation to all of our club's activities.

Respect

- We provide a friendly, caring and respectful environment for all of our members, visitors, staff, partners and sponsors.

Inclusiveness

- We promote the game of golf and provide an affordable recreational facility with a welcoming atmosphere to all who wish to participate.

Core Elements

The Strategic Plan consists of the following Core Elements:-

- Governance and Management
- Finance
- Marketing and Membership Initiatives
- GreenHous Restaurant Concept and development
- Restaurant and bar operation
- The Clubhouse and Supporting Facilities
- Social Catering/Weddings/Corporates/Non Profit
- Communications and Club Culture

- Food and Beverage golf cart

Governance and Management

Summary Goal

- Develop and maintain an effective governance/management structure for the Club food and beverage areas to ensure the best possible management of the Club's finances, staff, operations.

Specific Actions

- Within the HRS Management, establish and maintain individual accountability (or portfolios) for various aspects of the Club's food and beverage operation – e.g. Financial, Clubhouse Facilities, Social Events, Marketing and Membership, AND Operation of F&B.
- Establish and maintain a reporting arrangement and regular reporting schedule for the staff members reporting directly to HRS Management and ensure that there are appropriate performance targets and annual performance evaluations for these positions.
- Establish and maintain a Club Food and Beverage operations policy manual to assist in management of all Club activities.
- Communicate clearly and consistently with the members/Golfers/ City Manager in relation to the activities of the HRS Management including minutes of meetings, updates on decisions taken, and summaries of activities.
- Complete an annual review of the Club's Strategic Plan and amend as appropriate.

Finance

- To provide Budget and Financial Management Stewardship as well as leadership in the development and implementation of the Clubs' CAPEX Plan.
- Develop an annual operating budget,
- Monitor adherence to the budget;
- Establish long-term financial goals in conjunction with Strategic Plan;
- Ensure sound accounting practices and internal controls are established and followed;
- Ensure compliance with all financial legislation, guidelines and policie
- Increase all other Club revenue streams, restaurant and bar revenue/GREENHOUS REST, Sport Bar and clubhouse catering revenue by effective marketing of the Club food and Beverage Operation in accordance with our Vision and Core Values.
- Develop an Annual Marketing Plan for each revenue stream of our operation.
- Re-brand our Bar/Restaurant with a new menu, 'GREENHOUS BISTRO'

The Clubhouse and Supporting Facilities

Summary Goal

- To provide, maintain, and develop our clubhouse food and beverage with an appropriate range of facilities and supporting services of the highest standards, delivered through welcoming, friendly personnel, while working within established objectives and budget.

Specific Actions

- Factors in re-branding to include developing competitive quality and pricing of food and beverages.
- Implement the POS system in the bar/restaurant to properly track sales and inventory.
- Continue to develop facilities and resources designed to increase the use of the clubhouse.
- Establish a "house" Committee to advise and make recommendations regarding clubhouse facilities and services.
 - Re-branding of the bar/restaurant with new menu - to be developed in the 2019 calendar year..

Organisational Structure of HRS Management Group.

- Patrick Kemmache: President Owner
- Yannick Kemmache: General Manager of F&B Operation
- Mark Grigsby : Executive Chef
- TBA; Groups and Catering sales

Our Core Values:

- "Your Word is Your Honor" ETHICS & INTEGRITY"
- "Hands on Management" JUST DO IT NOW
- "Flawless Execution Of Basics to Inspire People" "LEADERSHIP"
- "Empowerment with Full accountability" "360 DEGREES FEEDBACK"
- "Always have a GOAL" "ENERGIZING"
- "Talent +Role" equal "EXCELLENCE"
- "Do not Lower your Standards"
- "Soar with your Strengths"

Communication and Club Culture

Summary Goals

- Develop and promote effective methods of communication between HRS Management and its Committees and the membership to achieve transparency in decision-making as per our core Values and to pass along information to the City and the community regarding Club events, promotions, etc. in support of our Marketing and Membership Goals.

Specific Actions

- Develop a monthly or quarterly club newsletter and expand the use of social media and electronic information methods where possible.
- Ensure that minutes from Board meetings are available to members.
- Develop a program for introduction/orientation of new members to the club.
- Encourage member participation in club initiatives and projects.
- Establish a Social Committee to encourage member participation and to plan social and fund-raising events.

Suggested Target(s)

- Develop a Club Newsletter for implementation this 2019 calendar year.
- Establish an effective Social Committee this 2019 calendar year.
- Establish Social Calendar to be included in monthly newsletter.

SWOT ANALYSIS 2019

Strengths (Internal)

- Location –
- The golf course – appearance, layout and challenge are of a high standard.
- Large clubhouse facility, and plenty of parking

Weaknesses (Internal)

- Lack of booking on social and weddings
- Financial fragility –
- Lack of solid food and beverage team
- Lack of F&B concept and presence in the community.
- Advertising to locals and golfers on what up within F&B offerings.

Opportunities (External)

- Increase revenue streams
- Increase business through marketing
- Focus recruitment to reflect local demographic.
- Year round use of our clubhouse food and beverage facilities
- GrenHous Bistro healthy food (Breakfast/Lunch/Dinner when applicable)
- Bar and Grill open Lunch and Dinner/ special events/Reception/Brunch

HRS “RFP” AGENDA
Attached Resumes

Introduction of HRS Management Background and Experience

1. Patrick Kemmache: President and owner
2. Yannick Kemmache: General Manager of Food and Beverage Operation
3. Mark Kibsby: Executive Chef

Food and beverage Strategic Plan for Miami Springs Country Club (Patrick)

Catering Operation Plan Review (Patrick)

GrenHous Bistro Plan Review (Yannick)

Sport Bar and Grill Plan Review (Yannick)

Culinary Review GrenHous/ Sport Bar and Catering (Mark)

Questions and Answers



Celebrate with Us

Miami spring Club Catering is more than just a provider of delectable foods. We are a purveyor of life-long memories and experiences. From the moment you reach out to us, we begin transforming your dreams into reality. No event is too small or too complex ... after all, it's about bringing you and your family and friends together once again. It's about building new relationships and friendships. Miami Springs Country Club Catering brings charm and grace to your doorstep ...



Catering

- Our banquet and meeting facilities are equipped to accommodate groups of all sizes and tastes. Whether searching for the location of your next corporate luncheon or the locale from which to embark on a new life with your fiancée, the Country Club of Miami Springs will impress you with the service and sophistication you would expect of such a legendary location.
The Country Club of Miami Springs features a full-service restaurant and kitchen staff more than capable of impressing the most discriminating tastes of your guests. Besides dining services, we also bring to the table a variety of partners ready to provide their professional services such as music, activities, and video/audio presentation.

Sampling Chef Mark



Healthy, Fresh and Delicious



Selections from our Menus

Wedding Packages (MINIMUM OF 75 GUESTS)

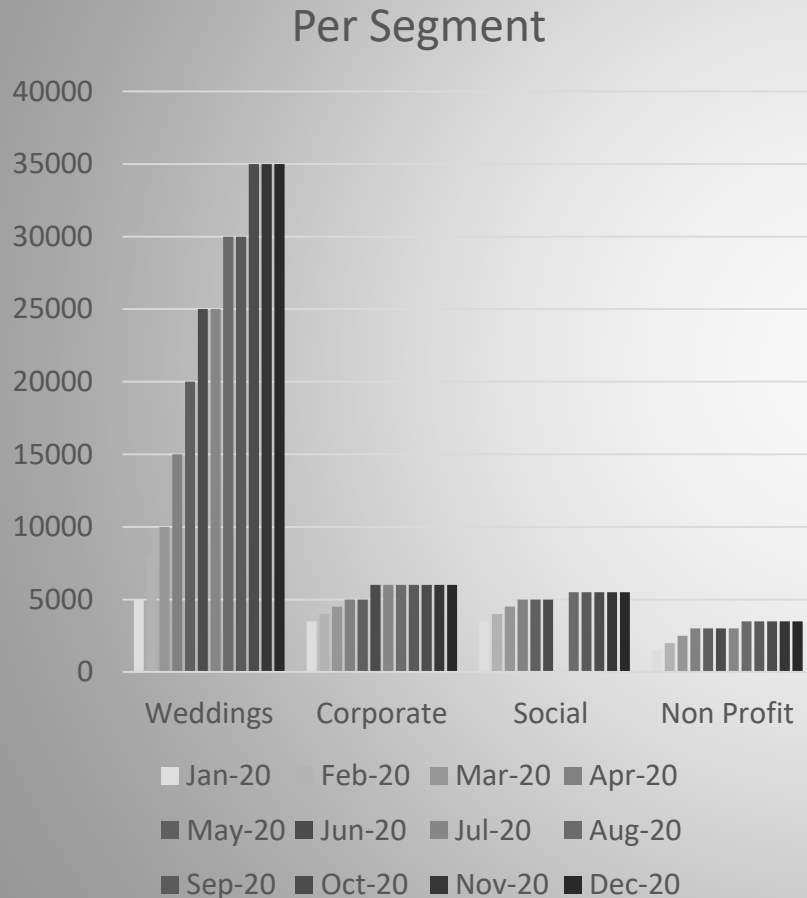
- **NEW BEGINNINGS**: \$135 to \$165 pp
- Four Butler-Passed Hors D'oeuvres
- Three-Course Plated Dinner: Salad or Chilled Appetizer | Entrée | Custom Designed Wedding Cake Gourmet Selection of Coffee & Teas 5 Hour Deluxe Bar | Champagne Toast | Wine Service with Dinner
- **SHE SAID YES**: \$155 to \$175 pp
- Six Butler-Passed Hors D'oeuvres Two Reception Displays Three-Course Plated Dinner:
- Salad or Chilled Appetizer | Entrée | Custom Designed Wedding Cake Gourmet Selection of Coffee & Teas and 5 Hour Deluxe Bar | Champagne Toast | Wine Service with Dinner
- **A ROYAL AFFAIR**: \$185 to 210 pp
- Six Butler-Passed Hors D'oeuvres One Action Station Five-Course Plated Dinner:
- Salad or Chilled Appetizer | Hot Appetizer | Intermezzo | Entrée Custom Designed Wedding Cake Gourmet Selection of Coffee & Teas 5 Hour Premium Bar | Champagne Toast | Wine Service with Dinner
- Applicable taxes and service charges will be applied.

Sales and Marketing

- Miami Catering executives
- Wedding Planners Events
- Corporates Meetings
- Quinces/BD's
- Local Non Profit
- Golf Tournaments
- Anniversaries
- Boeing/Airbus
- American Airlines
- Locals hotels
- Associations
- Social Media
- Data Base
- 36 Street Business
- Miami Air
- Pharma

Catering Revenue Forecast 2020

No Prior Data or Revenue History Provided



- Weddings: \$ 165,000
- Corporate: \$55,000
- Social: \$45,000
- Non Profit: \$38,000
- **Total: \$292,000**
- NOI: \$42,000 or 14%
- **City Rent: \$12,000**

Miami Springs Country Club Project- Menu

To Start-

- Summer Rolls- Carrots, cucumber, red bell peppers, red cabbage, vermicelli, thai dipping sauce \$7
- White Bean & Rosemary Hummus- with plantain chips \$5
- Spicy Pickled Giardiniera- green beans, cauliflower, carrots, peppers \$5
- Spinach & Artichoke Dip- with baked zucchini chips \$8
- CAB Sliders- homemade thousand island dressing, heirloom tomato, green leaf lettuce, munster, ZTB brioche 2pc \$10
- Crispy Calamari- Seasoned flour, house made spicy marinara, lemon wedge \$9
- Spicy Pickled Wings- Tahini / sweet chili sauce, celery and carrot sticks \$.99/ea
- Salmon Tartare- Capers, shallots, dijon, ZTB crostini \$7
- House Made Chili Bowl- Red bean, 80/20 beef, slow cooked for 4 hours \$8
- Chili Fries or Tower of Nachos- Homemade slow cooked chili, tomato, sour cream, guacamole, nacho cheese sauce, pickled giardiniera \$8
- The Best Onion Rings You'll Ever Eat- Local sweet onion, guinness battered, homemade horseradish aioli 12pc/ \$9

The Field- Entree size salads

- Classic Caesar- Local romaine and arugula mix, shaved grana padano, homemade pecorino croutons and lemon caesar dressing \$11
- GH Cobb Salad- Local romaine, heirloom cherry tomato, english cucumber, bacon bits, local avocado, red onion, free range and local boiled egg with avocado yogurt ranch dressing \$13
- Local Kale Salad- heirloom cherry tomato, golden raisins, granny smith, croutons, apple cider vinaigrette \$12
- Mixed Green- mesclun, fresh mango, slivered red onion, crumbled goat cheese, english cucumber and champagne vinaigrette \$12
- Heirloom Tomato & Cucumber- slivered red onion, minced garlic, extra virgin olive oil, balsamic reduction 8oz/ \$8

Tacos & Sandwiches- Served with choice of fries, beer battered onion rings or garden salad

- 12oz CAB Burger- Short rib, brisket & chuck mix, heirloom tomato, charred frisee, smoked gouda, tomato chutney, guinness onions \$15
- Jerk Chicken Club- munster, romaine leaf, heirloom tomato, nueske bacon, chipotle garlic aioli \$14
- Blackened Mahi Reuben- Homemade thousand island, swiss, red cabbage slaw, local marble reuben bread \$16
- Miami Cheesesteak- Scratch "cheese whiz", guinness onions, toasted local hoagie \$10
- Chili Dog- Footlong, all beef topped with homemade chili shredded melted cheese, topped with pickled giardiniera \$10
- Heirloom Tomato & Smoked Nueske Bacon Grilled Cheese - ZTB multigrain \$11
- Bellos & Chimi Tacos- Marinated and grilled portobello cap, shaved brussels sprouts, shredded carrot, sweet potato, chimichurri \$10

Main Event

- Pan Roasted ½ Chicken Sous Vide- Marinated in herbs and spices, served with roasted carrots & potatoes and a pan gravy \$22
- 12oz CAB Strip Steak Dinner- Grilled & sliced, served with potato pave, sauteed broccoli and a tamarind steak sauce \$32
- 10oz CAB Churrasco- Seasoned fries & Chimi \$27
- 8oz Scottish Salmon Filet- Sweet chili glaze, parmesan brussels pedals on jasmine rice \$24
- Togarashi Seared Tofu OR Tuna Filet- on jasmine rice, Thai vinaigrette, grilled asparagus \$28
- Fish & Chips- Guinness battered Cod, served with fries and malt vinegar and homemade tartar sauce \$19
- Scampi Shrimp Pappardelle- Shallots, garlic, arugula and heirloom cherry tomato, brown lemon butter \$21
- Linguine & Clams- White wine steamed muddlenecks, garlic, shallots, chipotle, pancetta bits \$22

Sides

- Local Salad- Romaine, tomato, shredded carrot, red onion and choice of dressing \$5
- Fries- truffled \$5
- Onion Rings- Beer battered, horseradish aioli \$7
- Red Cabbage Slaw- lemon, celery seed, shredded carrot, slivered onions, parsley, greek yogurt \$3
- Seasonal Vegetable \$6
- Parmesan Brussel Pedals \$6
- Grilled Asparagus- pecorino, 145 degree egg, truffle oil
- Roasted Red Bliss Potatoes & Baby Field Carrots \$6

Desserts

- NY Cheesecake- berry coulis, homemade vanilla whip \$8
- Vanilla Bean Gelato- 2 Scoops \$6
- Chocolate Chess Pie- homemade vanilla whip \$7
- GH Energy Balls- dates, almonds, cashews, flax, chia, coconut 3pc \$7

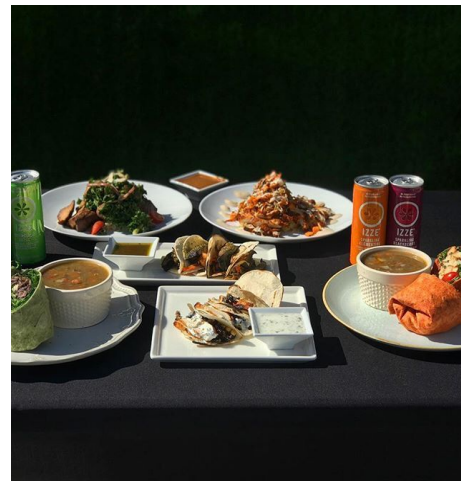
Bar Bites for Happy Hours

- Shrimp Tacos- Street size, blackbean corn salsa, fire roasted tomatillo salsa, red cabbage slaw 3pc \$10
- Steamed Clams- White wine steamed \$11.50/dz
- Shrimp Cocktail- homemade cocktail sauce, lemon crown 8pc \$10
- CAB Sliders- american, guinness grilled onions, homemade thousand island and pickles
- Summer rolls 2pc \$6
- Kettle Corn- Popped A La Minute tossed in parmesan and truffle oil
- GH Energy Balls 3pc \$7
- Fritter of the day- served with special sauce 3pc \$MP



GrènHous

Business Plan





COMPANY ANALYSIS

COMPANY

OVERVIEW

GrenHous (also referred to as ‘the Company’) is an organic fast casual concept that will feature a simple menu of healthy meals that are delicious, easy to digest and quickly prepared. GrenHous will also feature a full--suite juice and smoothie bar to complement its food offerings. The Company’s mission is to provide fast, affordable and convenient organic meal options throughout the local Miami Springs area and eventually throughout the United States.

GrenHous will feature a menu based on three values: health, affordability and convenience. Each dish on the menu will feature nutritional and holistically sourced organic fruit, vegetables, meats and grains presented in familiar American dishes such as sandwiches, salads, wraps and bowls. The menu will also feature popular exotic cuisines for customers to choose from, such as Mexican tacos and even Asian inspired dishes, which can be shared as snacks between groups. Customers may order their meal at the restaurant or through popular online delivery apps, such as UberEATS, Postmates and Grubhub. An application for smartphones will also be developed in order to attract and retain customers through a loyalty based rewards program linked to their total purchases. GrenHous firmly believes it’s simplified menu, emphasis on local, organic vegetables, affordable prices and plethora of delivery options will be the optimal fit for the modern, on--the--go consumer.

CONCEPT

OVERVIEW

HEALTHY FOOD MADE FAST

GrenHous recognizes that more people are looking for great tasting meals that are both healthy and affordable¹ with many analysts predicting that fast casual concepts will boom as consumers choose healthier lifestyle options over traditional fast food².

1 QSR Magazine – Living the LYFE in Quick Service 2 LA Times - Bye-bye, burgers: New



fast-food chains bet on healthy eating

GrenHous has already established close relations with regional and local suppliers to ensure the only the best prices for the highest quality of produce and meats for its consumers. GrenHous's commitment to high quality ingredients, efficient operational procedures and friendly customer service will also accompany GrenHous's formula for fast, organic and delicious food.

EARTHLY DESIGNS WITH A MODERN FEEL

GrenHous will entice customers with its fun and vibrant atmosphere throughout the day. Green colors will be complemented by natural plants and other wood--finished fixtures as a part of the restaurant's overall modern yet earthly charm. Fresh fruits and greens will be featured prominently in the juice and smoothie bar, which will have a rustic setting to accompany patrons seated there.

USING THE BEST RESTAURANT TECHNOLOGY

With over 72% of consumers who say restaurant technology increases convenience and with over 20% of Starbuck Corps sales occurring via its smartphone application⁴, having restaurant applications that process orders quickly and in line with consumer habits can be leveraged to deliver more orders and sales for a company. With over 207 million smartphone users in the USA alone⁵, the information gathered from these applications can help a restaurant gather better data about their customers habits, demographics, most popular food selections and most preferred price points, all without the need of physical print accounting procedures.


Once opened at the Miami Springs Country Club, GrenHous will start developing its own smartphone application to increase the restaurant's ability to obtain more orders. Customers who download the app will be automatically entered into a loyalty rewards program and may process and pay their orders in advance. Additionally, customers will earn rewards or discounts for continuous purchases and will be able to view the nutritional content of each of their menu choices. The app will also give personalized recommendations based on previous menu choices.

EDUCATIONAL COOKING CLASSES

GrenHous will host educational cooking classes twice a month, once for kids and once for adults.






These classes are a fun, interactive way for guests to really experience the GrenHous way: a healthy, balanced way of living. Guests will have the opportunity to work side-by-side with our team to learn how to create delicious, healthy meals that they could easily repeat at home. Pricing is \$65/person for adults and \$35/person for kids. Discounts will be made for parties of 20 or more. Below are the first two pages of the package, describing the experience. Guest will have a choice of items from our special cooking class menu.



GrenHous
Bilateral Cooking Classes

#HealthyLiving

GrenHous
Requirements & Services

Booking:

In Venue \$65/person*:
GrenHous will bring all of the equipment, food and materials to teach you how to cook your menu. On certain recipes new will need to use the oven in the event venue.

Truck on Site \$75/person*:
GrenHous will bring the food truck to your location and set up our classroom! We will equip a TV monitor on the outside for the entire class to see.

*For classes of 20 or larger: \$55/person (In Venue -or- Truck on Site)

Menu:

The host will choose from the menu listed in the packet. It is divided into sub-sections to make selecting your custom menu easier. Classes are designed for three courses; an appetizer, an entrée and a dessert however, if the host chooses not to have either the first or last course, they may opt for two appetizers or two desserts.

Requirements & Services:

Confirmation of (14 days prior to class):

- Date of Class
- Number of Attendees
- Menu / Equipment
- Signed Service Agreement
- 50% of Deposit Due at Time of booking

What Client Receives:

- Three-hour class (Four-hour session)
- Recipe Packet and Menu
- Three-Course Meal and Smoothie Mixer Icebreaker

*Remaining balance must be paid prior to class commencement.

2018 



MOBILE FOOD TRUCK CATERING & EVENTS

The GrenHous team has a complete mobile kitchen with the ability to set up an outdoor kitchen at different events throughout South Florida. This is a great way to expose the concept to different clientele that would not have the opportunity to hear about GrenHous in another way.



MENU ITEMS

The Company’s menu consists of both natural and organic meals that are both made-to-order and grab-and-go. These meals will primarily include American staple food

Figure 1: Business Model Overview



such as sandwiches, wraps, bowls and salads. While away from the confines of one’s own kitchen and pantry, GrenHous’s menu will provide consumers with all the worthwhile nutrients they will need in a fast, delicious, and healthy way. All menu items will be priced reasonably, considering that the establishment offers quality



ingredients versus the processed food items found in traditional fast food.



GrënHous



WRAPS & TACOS

STEAK & BLEU . . . 13
WRAP
 Certified Angus
 Beef Skirt Steak,
 Crumbled
 Gorgonzola,
 Caramelized
 Guinness Red
 Onions, Baby Field
 Spinach, Honey
 Rosemary Balsamic
 Redux in a Spinach
 Wrap

CHICKEN 12
**BACON RANCH
 WRAP**
 Free Range
 Chicken Breast,
 Fontina Cheese &
 Peppercorn Bacon,
 Baby Arugula,
 Chopped Romaine,
 Heirloom Cherry
 Tomatoes, Sliced
 Cucumber, Yogurt
 Ranch Dressing in a
 Tomato Wrap

GF CILANTRO . . . 10
LIME TACOS
 Certified Organic
 Shrimp, Corn &
 Black Bean Relish,
 Cilantro Yogurt &
 Fire Roasted
 Tomatillo Salsa
 Topped with Fresh
 Picked Cilantro
 Leaves GF
 * Sub C.A.B. Skirt
 Steak +\$3

GF BELLOS & 9
CHIMI TACOS
 Balsamic & Garlic
 Marinated &
 Grilled Portobello
 Cap, Sweet Potato,
 Shredded Carrots,
 Charred Brussels
 with Fresh Herb
 Chimichurri

GARDEN & OVEN

FARMER'S 9
**MARKET COBB
 SALAD**
 Romaine + Arugula
 Mix, CF Egg,
 Crispy Peppercorn
 Bacon, Crumbled
 Bleu, Avocado,
 Heirloom Cherry
 Tomato, Shredded
 Carrot & Mezzo
 Luna English
 Cucumber with a
 Yogurt Ranch
 Dressing

*** SHROOM & . . . 10**
**ARUGULA
 FLATBREAD**
 Crispy Whole
 Wheat, Artichoke
 Pesto, Grilled Bellos,
 Blistered Cherry
 Tomato & Fresh
 Grated Fontina with
 Arugula and Honey
 Rosemary Balsamic
 Redux

*** TOMATO &
 MOZZARELLA
 SANDWICH 8**
 Zak's Olive Loaf,
 Borek Farms
 Heirloom Tomato,
 Spinach Pesto,
 Honey Rosemary
 Balsamic Redux



ADD ONS:

C.A.B. Skirt Steak . . . 7

Certified Organic . . . 7
Shrimp

All Natural Chicken 5
Breast

Peppercorn Bacon . . . 3

Crumbled 2
Gorgonzola or Grated
Fontina

* Grilled Portobello 2
Cap

* Sliced Avocado . . . 1

* Guinness Grilled . . . 1
Onions

Extra Sauces \$50/ea
2.5oz

**Add Ons ONLY
Not intended for individual sale.

KIDS MENU

*\$6/ea Izzie or Water Bottle Included

GRILLED CHEESE
Zak's Multigrain,
Fontina- Mozzarella
Mix

GF CHICKEN TACO
Free Range Breast,
Mozzarella,
Romaine with
Cilantro Yogurt

**GF CHEESE
QUESADILLA**
Fontina-Mozzarella
Mix with Cilantro
Yogurt

BEVERAGES

Smoothies

BLUE DREAM . . . 5
Jasmine Green Tea,
Agave, Blueberries,
Banana, Vanilla Soy

GINGERS NEED . . . 5
LOVE TOO
Banana, Greek
Yogurt, Local
Honey, Ginger
* Can be made vegan!
Ask us!

Sparkling Juice

IZZE 3
Blackberry,
Clementine, Apple
or Grapefruit

Coffee

ESPRESSO 3
* Extra Shot \$1

CORTADITO 4

CAPPUCCINO . . . 4

MACCHIATO . . . 4
**Ask us about our
milk options!!

Other Beverages

WARM JASMINE 3
GREEN TEA
With Local Honey

WATER BOTTLE 2

GRENHOUSESTaurants.com

#GRËNHOUSMIA #FARM2CURB **Locally sourced produce is based on availability, inquire for details.

#HEALTHYFOOD @GRENHOUSEMIAMI

2018/ Qtr 2



GRĒNHOUS

SMOOTHIES AND JUICES

- BANANA GINGER SMOOTHIE** \$5.75
SOOTHE DIGESTION, HEARTBURN, NAUSEA, AND OTHER STOMACH TROUBLE WITH THE FRESH GINGER IN THIS NATURAL REMEDY SMOOTHIE RECIPE.
- GREEN TEA, BLUEBERRY, BANANA** \$5.75
ANTIOXIDANT RICH GREEN TEA MAKES THIS HEALTHY SMOOTHIE A NUTRITIONAL POWERHOUSE.
- WORLD'S BEST SMOOTHIE** \$5.50
SLURP DOWN THIS SMOOTHIE RECIPE AT BREAKFAST, AND YOU'LL FEEL SATISFIED UNTIL LUNCHTIME.
- PINEAPPLE PASSION** \$6.00
THIS DECADENTLY THICK SMOOTHIE RECIPE CAN EVEN SATISFY YOUR DESIRE FOR ICE CREAM AND IT'S HEALTHY!

SMOOTHIES AND JUICES

- STRAWBERRY KIWI SMOOTHIE** \$5.50
STAY FULL AND FIGHT DISEASE. THIS HIGHFIBER SMOOTHIE RECIPE BECOMES EVEN HEALTHIER WHEN YOU USE ORGANIC KIWIS, WHICH CONTAIN HIGHER LEVELS OF HEARTHEALTHY POLYPHENOLS AND VITAMIN C.
- TROPICAL PAPAYA PERFECTION** \$5.75
THICK LIKE A MILKSHAKE, THIS COCONUT INFUSED SMOOTHIE RECIPE TRANSPORTS YOU TO A TROPICAL ISLAND.
- JUST PEACHY** \$5.75
FAT-FREE VANILLA ICE CREAM MAKES THIS PROTEIN PACKED SMOOTHIE SINFUL AND SLIMMING. SKIP THE SPOONFUL OF SUGAR FOR A HEALTHIER PICK.

GRĒNHOUS

SMOOTHIES AND JUICES

- APRICOT MANGO MADNESS** \$6.00
FRESH LEMON JUICE ADDS A TANGY SPLASH TO THIS SWEET SMOOTHIE.
- WATERMELON WONDER** \$5.50
TRANSFORM A SUMMER FRUIT FAVORITE INTO A DELIGHTFUL HEALTHY SMOOTHIE.
- BERRY GOOD WORKOUT SMOOTHIE** \$6.00
SLURP DOWN THIS SMOOTHIE RECIPE AT BREAKFAST, AND YOU'LL FEEL SATISFIED UNTIL LUNCHTIME.
- BLUEBERRY BASIL SMOOTHIE** \$6.00
A TANTALIZING MIX OF BLUEBERRY AND BASIL. ALL IN ONE VERY DELICIOUS SMOOTHIE.
- MINT CHOCOLATE CHIP GREEN SMOOTHIE** \$5.75
BATCHES OF SPINACH, BLENDED WITH AVOCADO AND ALMOND MILK TOPPED WITH MINT CHOCOLATE.

SMOOTHIES AND JUICES

- TART APPLE, CUCUMBER AND MINT REFRESHER** \$6.00
FRESHEN-UP AND BRIGHTEN YOUR DAY WITH THIS SIMPLE BLEND OF FRUITS PACKED WITH OTHER HEALTH GOODIES.
- PEANUT BUTTER BANANA SMOOTHIE** \$5.50
HONEY, YOGHURT AND A TABLESPOON OF BUTTER JUST TO TOP IT OFF.
- PINEAPPLE KALE SMOOTHIE** \$5.50
HEAPINGS OF KALE AND PINEAPPLE MAKE UP THE MOST OF THIS SWEET BUT SIMPLE SMOOTHIE.
- GREEN MONSTER JUICE** \$6.00
PINEAPPLE, KALE, PARSLEY, FRESH APPLES, CELERY AND HINT OF GINGER.
- GO-TO-GREEN JUICE** \$5.50
GREEN APPLES, LEMON, CUCUMBER AND BABY SPINACH.

WE DELIVER!



WE DELIVER!



GROWTH IN FAST CASUAL SEGMENTS

GrenHous is incorporating a health conscious menu in a fast-causal environment. The new fast food segment known as “fast--casual” has thrived through its offering of food and a dining atmosphere that is superior to fast food chains while maintaining significantly lower price points and wait times than casual dining facilities. By definition a fast casual restaurant offers the ease and convenience of fast food, but with a more inviting sit--down atmosphere without full table service.

Industry data has shown that these types of restaurants have become increasingly popular among consumers as they offer convenient, gourmet food at an affordable price points. Prices for a typical meal in fast--casual restaurant range from \$8--\$15 dollars but as



one of the fastest growing segments in the restaurant industry, consumers have proven willing to pay more for quality food. This point is further highlighted by the success of larger fast-casual restaurants during the downturn of 2008 with concepts such as Chipotle and Panera growing 20.7% and 46.53% respectively during that year.

Overall, Americans are working longer hours than ever and many do not have time for a full sit-down meal at a restaurant and are more concerned about their dietary habits. We will offer pickup orders, delivery or ubereats as a convenience to our guests. Increased awareness about the obesity epidemic and a higher willingness to try different types of cuisine will play a key factor in continued growth in the fast casual dining segment.

INDUSTRY PERFORMANCE 6

GrenHous will compete in the fast casual dining sector. Revenues will be primarily derived from customers purchasing food onsite or through a dedicated drive through station. Additional revenues will be earned through deliveries by third-party delivery companies such as Postmates and UberEATS.

Figure 2: Industry Snapshot



REVENUE TRENDS

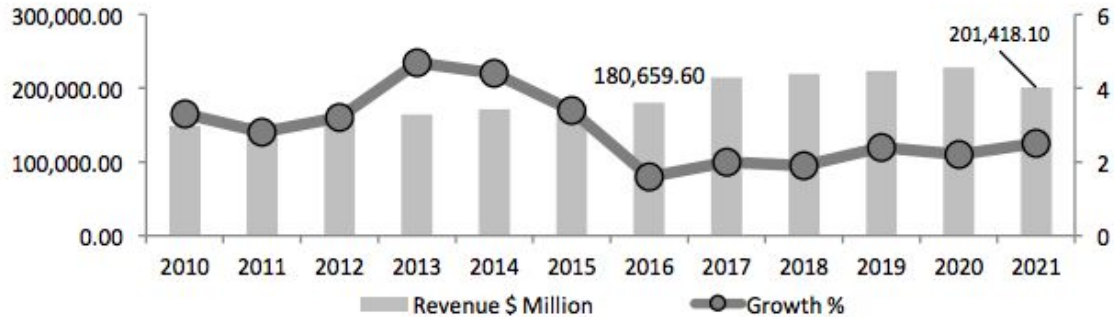
Improvements in the economy over the past several years have led to consumers spending more on fine dining and fast casual restaurants. This is attributed to the quick recovery in income levels of affluent consumers and the corporate sector. Consumer spending is expected to increase 2.4% per year on average and will have a positive effect on the industry. Conversely, restaurants at the lower end of the market have struggled with low growth as consumers shift to healthier and more innovative products served by a growing number of new fast-casual chain restaurants.

Industry revenue in the overall restaurant industry has grown an average annual rate of 3.5% and will continue its upward trajectory in the next few years. Over the next 3 years, industry revenue is expected to grow at an annual average rate of 2.2% to \$201.4 billion. Despite stable growth, operators in this industry will need to account for



changing consumer preferences and tastes, particularly rising health consciousness and ethical consumerism. These trends represent a crucial opportunity for first-movers selling premium products to niche markets in order to increase profitability and revenue.

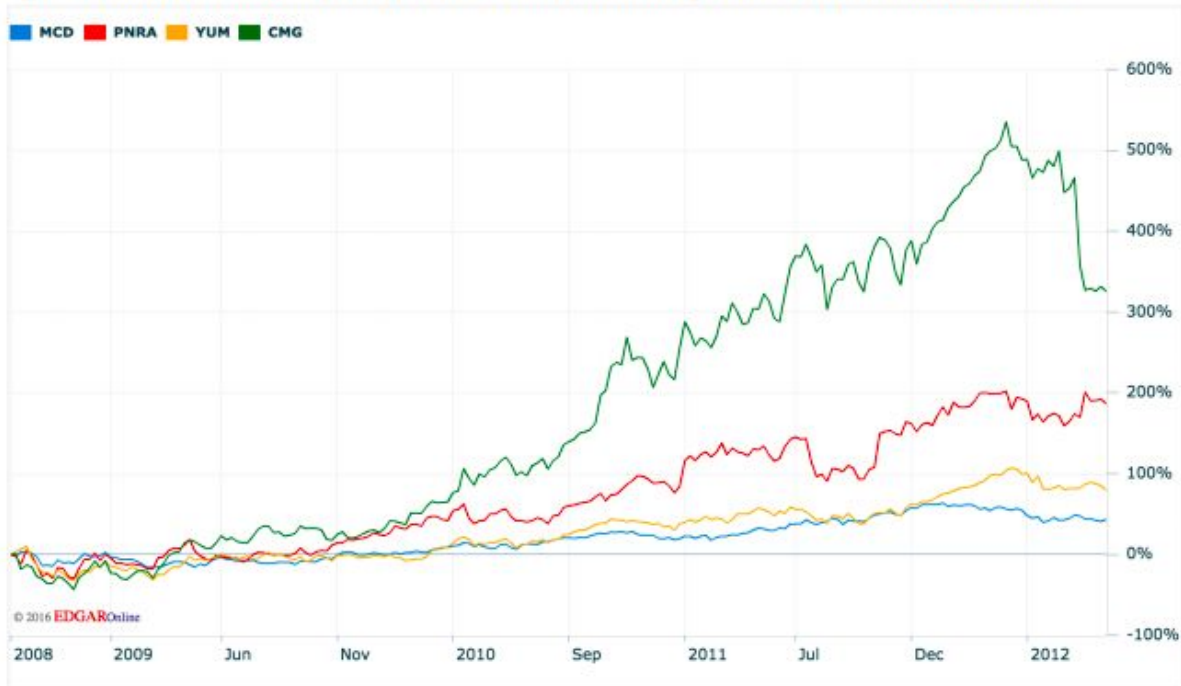
Figure 3: Industry Performance: Historical & Future Estimate



Unlike traditional fast-casuals, GrenHous will have operating hours from 8AM-10PM in order to sell more products to day-time, lifestyle diners. Overall, Americans are working longer hours than ever and many do not have time for a full sit-down meal at a restaurant and are more concerned about their dietary habits. We will offer pickup orders, delivery or ubereats as a convenience to our guests. Increased awareness about the obesity epidemic and a higher willingness to try different types of cuisine will play a key factor in continued growth in the fast casual dining segment.



Figure 4: NASDAQ Performance of Publicly Listed Fast Casual Restaurants against Fast Food Chains from 2008-2012



MARKET ANALYSIS

MARKET OVERVIEW

The Company's target market will focus on customers that are hungry, on the go and in need of a quick affordable healthy meal. The Company will specifically target individuals during lunch hours, dinner and after hours. The Company's intended consumer profiles are outlined below:

- Professionals – Working in the financial or entertainment district
 - Blue Collar Workers – Working in the hospitality, construction and other labor-intensive industries
 - Students and Professors – Studying and working close to the universities and education centers
 - Creatives – Artists, musicians and designers working in the arts district or the advertising sector
- Students and workers in the hospitality sector will be the first target market of GrenHous, especially around the area of the University of Miami, which already has a high level of urban traffic. The Company has identified that many of these individuals tend to work much later into the evening and will be critical in the initial phase of the business. GrenHous seeks to open its first location in Miami, Florida



with the goal of expanding to a second location within the immediate five years. Franchising opportunities are also being explored once the management team has successfully systematized the operations of its existing location for replication across South Florida.

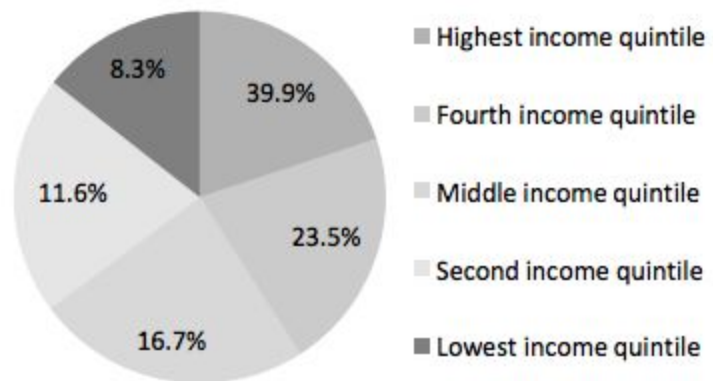
MARKET SEGMENTATION

The major markets for the Fast Casual Restaurant industry can be segmented based on a number of factors including income, age, geographic location and family structure. Consumption patterns differ from full-service restaurants where income is a more important determinant of demand. Consumers of fast food are typically more budget conscious and purchase food on the premise of convenience and saving time. According to a 2011 study by the University of California, Davis, people's visits to fast food restaurants increase with their incomes up to a certain point. However, as household income reaches a certain level (about \$60,000 to \$70,000), visits to fast food restaurants decline, and are replaced by full-service and sit-down dining at higher prices. For this reason, the biggest consumers of fast food in the US are lower-middle income households.

Households in the lowest income quintile, or those households with an annual income of less than \$20,260 in 2011 (latest available data), cannot easily afford to eat out often at fast food restaurants where prices can be unattainable. Therefore, many of these households rely on programs such as the Food and Nutritional Service's Supplemental Nutrition Assistance Program (commonly referred to as SNAP), which does not allow food stamps to be used for restaurant purchases.

The industry's major markets distribution has not changed dramatically over time as spending patterns within income brackets are relatively established. Fast food did become

Figure 5: Industry Market Breakdown





more popular with middle class households during the recession as consumers traded down from full-service restaurants. However, the corresponding decline in spending by the lowest quintile households meant that the distribution between income demographics remained relatively steady over the past five years. This is expected to continue over the next five years to 2020.

DEMAND DETERMINANTS

The market is sensitive to factors that affect the growth in household disposable income, which gives consumers the ability to spend money on out-of-home dining. Household disposable income is sensitive to changes in labor market growth (i.e. the unemployment rate) and movements in tax and interest rates. High gas prices also negatively affect disposable incomes.

DEMOGRAPHIC TRENDS

The changing age structure of the population is influencing change within the industry. Baby Boomers are a major group that influences industry revenue growth. Not only do they make up a significant percentage of the population, they also generally have the highest amount of disposable income to spend on restaurant meals. The US Census Bureau consumer expenditure data indicates that consumers with incomes in the top two quintiles (consisting of consumers that earn over about \$60,000 per year) account for about 64.2% of the total personal expenditure on food eaten outside of the home. Of this group, households in the highest income quintile provide about 40% of the total away-from home food expenditure. The most important factor driving the highest income group to spend in restaurants is the pressure of work and lack of time.

CONVENIENCE

Convenience and value for one's money and time are other important demand determinants. Recent social trends such as busier lifestyles, heavier workloads and longer working hours, have helped boost demand for restaurant services and convenience food as time-poor consumers look to cut down cooking time and make better use of their spare time. Moreover, restaurants have become more of a place for family get-togethers, special occasions, and social meetings for cash-rich and time-poor consumers.

HEALTHY EATING CONSUMERS

The definitions of healthy eating are changing as the trend emerges. Today, consumers



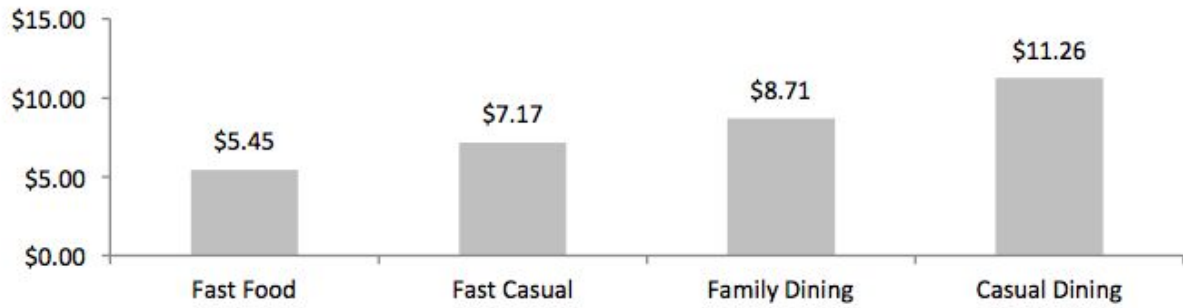
are gravitating toward local, natural, organic and sustainable offerings – all of which are tied to their existing definitions of health. Consumers are more educated and aware of their own dietary habits, and what poor nutrition can do in terms of long-term health. Consequentially, consumers are now trying to find healthier options with more care; although, there is still some hesitancy to pay a premium for healthier food which makes it hard for manufacturers to justify investment in nutritional or ingredient upgrades.

FAST CASUAL CONSUMERS

Recent research has identified that fast-casual consumers are generally younger, more educated, and of higher affluence than overall restaurant customers. The largest demographic of fast-casual consumers are women from the ages of 18 to 34 and the majority of customers visit during lunchtime hours. There remains a significant group of consumers in the marketplace that do not perceive fast-casual restaurants as a desirable with many hesitant consumers citing price as a leading deterrent. While many consumers recognize the price difference between fast-casual and fast food, they also recognize the vast difference in quality. Surveyed consumers largely recognize fast casual being superior to fast food in regard to:

- Food taste
- Food quality
- Freshness of ingredients
- Restaurant cleanliness
- Customized food preparation

Food experts have cited the largest success factors for fast casual restaurants as maintaining a diverse menu with superb food quality as well as creating an atmosphere that connects with guests. While prices are typically slightly above fast food restaurants, the figure below displays the affordability of fast-casual restaurants in comparison to other dining options.



HOURS OF OPERATION

Grenhouse Cafe will be open for breakfast and lunch, 7 days per week.

Day(s)	Hour(s)
Mon-Fri	9am-3:30pm
Sat-Sun	7am-3:30pm



Introduction

The '19' Bar and Grill

The '19' Sports Bar and Grill will strive to be the premier sports theme restaurant in the Sunny Miami Springs Golf and Country Club. This will be the 3rd sports bar in this area. At this sports bar we want our customers to have more fun during their leisure and dining time. The sports bar will provide more televisions with more sporting events than anywhere else. The sports bar will provide state-of-the-art table-top audio control at each table so the customer can listen to the selected program of his or her choice without interference from background noise. The sports bar will combine from scratch menu selection, atmosphere, lighting, and service to create a sense of excitement in order to reach our goal of over-all value in a dining and entertainment experience.

Operation Outlook

- Scratch Kitchen and Bar
- Cross use from 'GrenHous' To The '19' bar
- Local and produced beers/Cocktails
- Extensive wine list and by the glass
- Happy hour drinks and bar bites
- Brunch on Sundays
- Cooking classes adults and kids



Attractions

- Pool tables, stage, outside seating, Golf Course.
- Community works/Golf Tournaments.
- Saturday Band 9pm-1am
- Hours of operation:
- 11:00 am-12:00pm Sun-Thurs.
- 11:00am-1am Fri-Sat
- Weekly specials
- Happy Hour 4-7pm and 10pm to close
- \$2 select draft beers
- 2-for-1 Cocktails
- Food Specials
- Wine Wednesday





Menu Sample



Scratch Kitchen & Local Ingredients





Scratch Cocktails/Beers



Market Style Buffet

Bakery



Fresh Fruit & Veg



Meat Cuts



Seafood Corner



Signature Sushi



Dessert counter



SECTION 6 - REQUIRED FORMS/ DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP.

RESPONDENTS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

1. Statement of No Response
2. Proposer Information Worksheet
3. Proposer Qualification Statement
4. Disclosure of Beneficial Interests
5. Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
6. Non-Collusion Affidavit
7. Public Entity Crimes (Sworn Statement)
8. Drug Free Workplace Program
9. Anti-Kickback Affidavit
10. Non Discrimination Form
11. Cone of Silence Certification
12. Tie Submittal Form
13. Conflict of Interest Form
14. Debarment Form
15. Proposer's Certification
16. Certificate of Authority
17. Acknowledgment of Conformance with OSHA Standards
18. Equal Employment Opportunity Certification
19. No Contingency Affidavit
20. Schedule to Beneficial Interests

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

City of Miami Springs
Procurement Department
201 Westward Drive
Miami Springs, FL 33166-5259

- We do not offer this product/service or an equivalent.
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation.
- Unable to meet specifications.
- Specifications not clear.
- Unable to meet bond and/or insurance requirements.
- Solicitation addressed incorrectly.
- Specifications "too tight"
(i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? Yes No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

PROPOSER INFORMATION WORKSHEET

COMPANY/AGENCY/FIRM NAME: HRS Management Group, LLC

ADDRESS: 1450 Ludlam Drive, Miami Springs, FL 33166

BUSINESS EMAIL ADDRESS: Pkemmache@yahoo.com PHONE No.: (305)764-0364

CONTACT PERSON & TITLE: Patrick Kemmache - Owner

CONTACT EMAIL ADDRESS: Pkemmache@yahoo.com PHONE No.: (305)764-0364

BUSINESS HOURS: Mon-Fri 9am-5pm

BUSINESS LEGAL STATUS: (circle one) CORPORATION/PARTNERSHIP/JOINT VENTURE/**LLC**

BUSINESS IS A: (circle one) **PARENT**/SUBSIDIARY/OTHER _____

DATE BUSINESS WAS ORGANIZED / INCORPORATED: 05/28/2015

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above): N/A

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER:

Patrick Kemmache Owner (305)764-0364
(First, Last Name) (Title) (Contact Phone Number)

Yannick Kemmache Manager (305)804-5629
(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

CONTACT'S SIGNATURE: 

DATE: 05/29/2019

PROPOSER QUALIFICATION STATEMENT

The Bidder's/Proposer's response to this questionnaire will be utilized as part of the City's overall Bid/Proposal Evaluation to ensure that the Bidder/Proposer meets, to the satisfaction of the City of Miami Springs, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

Please refer to Section 3 Special Conditions of this RFP.

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location Playa Kara Resort - Puerto Jimenez, Costa Rica
Owner Name Paul Tudor Jones, Inc.
Contact Person Mikael Aldrone
Contact Telephone No. (917) 282-9921
Email Address: Maldrone@jnsgrp.com
Yearly Budget/Cost 7,000,000
Dates of Contract From: 2014 To: Present
2. Project Name/Location Blue Restaurant - Doha, Qatar
Owner Name Grand Heritage Hotel Group
Contact Person Stephen Moore
Contact Telephone No. (772) 349-7710
Email Address: Smoore@grandheritage.com
Yearly Budget/Cost 9,000,000
Dates of Contract From: 2011 To: 2015
3. Project Name/Location Agora Restaurant
Owner Name Grand Heritage Hotel Group
Contact Person Stephen Moore
Contact Telephone No. (772) 349-7710
Email Address: Smoore@grandheritage.com
Yearly Budget/Cost 8,000,000
Dates of Contract From: 2011 To: 2015

DISCLOSURE OF BENEFICIAL INTERESTS

STATE OF FLORIDA
CITY OF MIAMI SPRINGS

BEFORE ME, the undersigned authority, this day personally appeared _____
_____, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath,
deposes and states as follows:

1. Affiant is the _____(position - i.e. president, partner, trustee) of _
_____ (name and type of entity - i.e. ABC Corporation, XYZ
Limited Partnership), (the "Proposer") which entity is proposing to provide Food & Beverage services on
the real property legally described on or depicted in the attached Exhibit "A" of the RFP (the "Food &
Beverage Operation").

2. Affiant's address is: _____

3. Attached hereto, and made a part hereof, is a complete listing of the names and addresses
of every person or entity having a five percent (5%) or greater beneficial interest in the proposed Proposer
and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the
penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to
the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by City
of Miami Springs relating to its entering into a F&B Operation Services agreement for the Miami Springs
Golf and Country Club with the entity identified herein.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Print Affiant Name: _____

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of
_____, 20____, by _____ [] who is personally known to me
or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
NOTARY PUBLIC

State of Florida at Large My Commission Expires: _____

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Miami Springs, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any third party F & B under this project complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____ OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT

State of _____)
) SS
County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the BIDDER/PROPOSER that has submitted the attached RFP;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;
- (3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached RFP has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the RFP or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the RFP Price or the RFP Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this ___ day of _____, 20___, before me, the undersigned Notary Public of The State of Florida, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath, or

DID NOT take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____ whose business address
is _____ and (if
applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the
Social Security Number of the individual signing this sworn statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____

(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

HRS Management Group, LLC

NAME OF COMPANY

Patrick Kemmache

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT

STATE OF _____ }
 } SS:
COUNTY OF _____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the City of Miami Springs its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this _____ day of _____, 20__

Notary Public

(Printed Name)

My commission expires: _____

NON-DISCRIMINATION POLICY/STATEMENT

It is the policy of the City of Miami Springs that the City shall not conduct business with, nor appropriate any funds to any organization, that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with City of Miami Springs are required to submit a copy of their non-discrimination policy for review by the City, prior to entering into any contract with the City of Miami Springs. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with City of Miami Springs' policy.

Check one:

Proposer hereby attaches its non-discrimination policy for review by the City of Miami Springs.

OR

Proposer does not have a written non-discrimination policy. However, Proposer affirms that its non-discrimination policy is in conformance with City of Miami Springs' non-discrimination policy as provided on the City's web as follows:

<http://www.miamisprings-fl.gov/humanresources/notices-title-vi-nondiscrimination-rights-and-protections-under-Americans-disabilities>

OR

Proposer hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, Proposer affirms that it will conform to City of Miami Springs' non-discrimination policy.

Patrick Kemmache

Proposer's Name



Signature

Patrick Kemmache

Name (type or print)

Owner

Title

05/29/2019

Date

CONE OF SILENCE CERTIFICATION

I, Patrick Kemmache, Owner
(Individual's Name) (Title)

of the HRS Management Group, LLC, do hereby certify that I have read and understand
the terms (Name of Company)

set forth under Section 1 subsection 5 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid proposal.



Individual's Signature

05/29/2019
Date

TIE PROPOSALS CERTIFICATION

I, Patrick Kemmache, Owner
(Individual's Name) (Title)

of the HRS Management Group, LLC, do hereby certify that I have read and understand the requirements/procedures for Tie Proposals set forth under Section 1 sub-section 13 of this document. Attachment of this executed form, as such, is required to complete a valid proposal.



Individual's Signature

05/29/2019

Date

CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Proposer is also an officer or an employee of Miami Springs, proposer must so state in its proposal. All Proposers must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Proposer's firm or any of its branches or affiliates. All Proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of city contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Council.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing city contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Name: Patrick Kemmache

Title: Owner Signature: 

Date: 05/29/2019

PROPOSER'S CERTIFICATION

I have carefully examined the RFP, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Miami Springs or any other Proposer is interested in said RFP; and that the undersigned executed this Proposers Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to public entity, may not be awarded or perform work as a F & B, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

HRS Management Group, LLC

Name of Business

By

Sworn to and subscribed before me
this ____ day of _____, 20__



Signature

Patrick Kemmache

Name and Title, Typed or Printed

1450 Ludlam Drive

Mailing Address

Miami Springs, FL 33166

City, State and Zip Code

(305) 764-0364

Telephone Number

Notary Public

STATE OF _____

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

_____ a Corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20____ , to the City of Miami Springs and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Partnership existing under the laws of the
State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized
to execute the Proposal dated, _____ 20_____, to the City of Miami Springs and this Partnership and that their
execution thereof, attested by the _____ shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

We, as F&B Operators for the City of Miami Springs, hereby acknowledge and agree that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Miami Springs, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

HRS Management Group, LLC
PROPOSER

ATTEST

BY: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

I, Patrick Kemmache/Owner,
(Individual's Name) / (Title)

of the HRS Management Group, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under Section 2 sub-section 30 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

05/29/2019
Date

NO CONTINGENCY AFFIDAVIT

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ (Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Miami Springs awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2019 by _____, who is personally known to me or has produced, _____, as identification.

Notary Public
State of Florida at Large

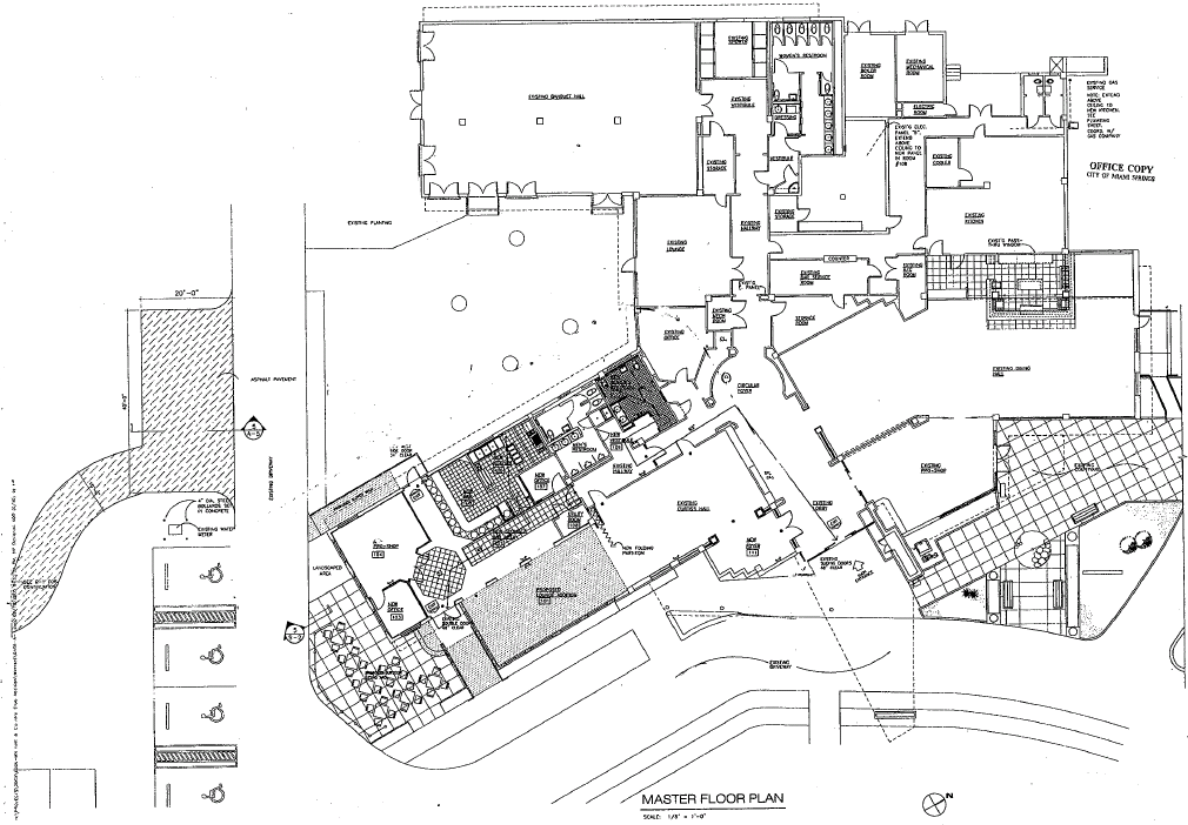
My Commission Expires:
My Commission Number:

EXHIBIT "A"

Course, Photographs and Plan/Layout of the Golf and Country Club



[THIS SPACE INTENTIONALLY LEFT BLANK]



[THIS SPACE INTENTIONALLY LEFT BLANK]



EXHIBIT “B” - INSURANCE REQUIREMENTS

At award time, the successful bidder must procure at minimum the insurance coverage below and furnish to the City a Certificate of Insurance verifying such coverage at all times during this contract period. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

I. **Commercial General Liability**

Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000 (Per Job)
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

City of Miami Springs listed as an additional insured Primary Insurance Clause
Endorsement Contingent and Contractual Liability Waiver of Subrogation

II. **Automobile Liability (If Applicable)** \$1,000,000

All Owned or Scheduled Autos, including Hired and Non Owned Autos used in connection with the work.

City of Miami Springs listed as an additional insured.

III. **Workers Compensation** – applies to all persons fulfilling duties of this contract.

Statutory Limits- State of Florida as required by section 440, Florida Statutes.
City of Miami Springs listed as an additional insured.

IV. **Liquor Liability coverage**

Limits of Liability	
Each Occurrence	\$1,000,000

City of Miami Springs listed as an additional insured.

Coverage may be provided by way of the Commercial General Liability policy utilizing Liquor Liability endorsement CG 2408.

Coverage must remain in force at all times for the duration of the contract. The above policies shall provide the City of Miami Springs with written notice of cancellation or material change from the insurer in accordance to policy provisions. Policies shall provide 10 days’ written notice of cancellation, non-renewal or material change in coverage. If insurance policies do not provide such provision, Proposer is responsible to do so.

Only insurance companies authorized by the State to transact business in the State of Florida are acceptable. Insurance companies must be AM Best rated no less than “A”, “Class V”, or its equivalent.

All policies or certificates of insurance are subject to review and verification and amendment by City Risk Management. Risk Management reserves the right to request coverage clarification and copies of insurance policies.



**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSAL # 03-18/19**

**Food & Beverage Operation Services
at the
Miami Springs Golf and Country Club**

Owned by: City of Miami Springs

CITY OF MIAMI SPRINGS



Tammy Romero

ACM

Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305)805-5035
Fax: (305)805-5040
romerot@miamisprings-fl.gov

LEGAL NOTICE **REQUEST FOR PROPOSAL # 03-18/19**

Food & Beverage Operation Services at the City of Miami Springs Golf and Country Club

The City of Miami Springs (the “City”) is soliciting sealed proposals from qualified proposers to provide Food & Beverage (“F&B”) Operation Services—to operate and maintain, as a concession, the food and beverage and banquet facilities—at the Miami Springs Golf and Country Club (the “Country Club”).

Proposals responsive to this Request For Proposal # 03-18/19 (the “RFP”) must be received by **2:30 P.M. on Wednesday, May 1st, 2019** by the City via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166. Proposals will then be transferred to the Council Chambers, at the time, date, and place noted above, and proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the proposer unopened.

A **Recommended Site Visit and Pre-Bid Conference** will be held on **Wednesday, April 3rd, 2019 at 9:30 AM**. RFP responders are to meet at **the Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Recommended** pre-bid conference will be held at the **City of Miami Springs, Council Chambers, 2nd floor**, 201 Westward Drive, Miami Springs, FL 33166 where any technical questions will be answered.

Deadline to request any additional information/clarification will be Wednesday, April 10th, 2019.

This RFP is posted at DemandStar (<https://www.demandstar.com>), a third party online platform the advertisement of government quotes, bids, and proposals, as well as on the City’s Website (<http://www.miamisprings-fl.gov/finance/requests-proposal-rfp>). This RFP is also available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this RFP, including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise deemed responsible and submits the lowest responsive and responsible response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

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SECTION 1 - GENERAL INFORMATION

1. Purpose.

Pursuant to this Request for Proposals # 03-18/19 (the "RFP"), the City of Miami Springs (the "City") is soliciting sealed proposals from qualified proposers to provide Food & Beverage ("F&B") Operation Services to operate and maintain, as a concession, the food and beverage and banquet facilities at the Miami Springs Golf and Country Club (the "Country Club").

The City is endeavoring to offer to its residential community, golfing patrons, and the public at large enhanced F&B experiences at the bar, dining, and banquet facilities at the Country Club at a level that meets the expectations of today's consumer, via a private provider. The City is striving to ensure that it receives adequate and appropriate compensation from the private business allowed to operate on public property. This City encourages proposers to submit proposals that provides the required F&B offerings in a setting that maximizes a highly positive customer experience while incorporating high-quality products with reasonable prices.

The purpose of this RFP is to have qualified parties furnish important information about their qualifications and financial fitness to perform the F&B Operation Services as further described herein. This RFP is not intended to completely define the future contractual relationship between the City and the successful proposer. The recommendation of award and the award itself will not vest any proposer with any rights regarding the RFP, absent entering into an agreement with the City.

2. Background.

The City of Miami Springs Golf Course (the "Golf Course") is a 183-acre, 18-hole golf course, which includes a driving range and practice putting green; a country club area containing a pro-shop and restaurant and banquet facilities, and a full-service bar and catering kitchen. The golf course opened in September 1923 and hosted approximately 26,078 rounds of golf in fiscal year 2014/2015; 28,763 rounds in fiscal year 2015/2016; 29,045 rounds in fiscal year 2016/2017 and 29,629 rounds in fiscal year 2017/2018. The golf course is located near the Miami International Airport and major hotels. The F&B Operation service is located in the golf course county club.

An aerial Google map of the course, photographs and plan/layout of the Golf and Country Club are attached hereto as Exhibit "A".

3. Service Area.

The Country Club's F&B area is approximately 10,000 square feet and includes the areas as follows (Rooms and capacity):

- "Grill" Room - capacity of 88± people also includes:
 - Full-service bar
 - Kitchen (110 sq. ft.)
 - Existing pro-shop and office areas included in grill room (pro-shop to be relocated to Curtiss Room)
- "Majestic" Room (restaurant/banquet) - capacity of 150 people
- "Dynasty" Room (restaurant/banquet) - capacity of 210 people
- Catering Kitchen (1,500 sq. ft.)
- Uncovered Patio (800 sq. ft)

Note: square footages provided are approximations only.

4. Request for Proposal Information.

A. Request Documentation and information:

This RFP is posted at DemandStar (<http://www.demandstar.com>), a third party online platform the advertisement of government quotes, bids, and proposals, as well as on the City's Website (<http://www.miamisprings-fl.gov/finance/requests-proposal-rfp>). This RFP is also available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number.

All inquiries suggestions or requests concerning interpretation, clarification or additional information pertaining to this RFP must be requested in writing via letter, fax or e-mail **no later than 5:00PM on April 10th, 2019** to:

Tammy Romero, ACM
201 Westward Drive
Miami Springs, Fl. 33166
Phone: 305-805-5035
Fax: 305-805-5040
E-mail: romerot@miamisprings-fl.gov

B. Recommended Site Visit and Pre-Bid Conference will be held on **April 3rd, 2019 at 9:30 AM**. RFP responders are to meet at **the Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Recommended** pre-bid conference will be held at

the **City of Miami Springs, Council Chambers, 2nd floor**, 201 Westward Drive, Miami Springs, FL 33166 where any technical questions will be answered.

C. RFP Response. One (1) original, three (3) copies and two (2) electronic copy on CD or USB of this entire document as well as any other pertinent documents must be returned in order for the proposal to be considered for award. Proposals must be received on or before **Wednesday, May1st, 2019**, in a sealed and labeled envelope (package) and shall be delivered to:

City Clerk's Office
2nd floor
City of Miami Springs
201 Westward Drive
Miami Springs, Fl. 33166

Responses must be clearly marked on the outside of the package with a label as follows:

<p>RFP# 03-18/19 Food & Beverage Operation Services</p>

The City will not be responsible for the premature opening of or failure to open a proposal not properly identified. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

Proposals, including those sent by mail, must be received and delivered to the designated location (listed above) prior to the time and date for receipt of proposals indicated above, or any extension thereof made by Addendum. Proposals received after the time and date for receipt of proposals will be returned unopened.

Each RFP Responder shall assume full responsibility for timely delivery at the location designated for receipt of proposals. **Oral, telephonic, faxed or e-mailed Proposals are invalid and will not receive consideration.**

5. Cone of Silence.

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFP, or bid between a potential vendor, service provider, Proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;

- (6) duly noticed site visits to determine the competency of bidders/Proposers regarding a particular bid/statement during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 2 subsection 3 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Proposer shall render the RFP award or bid award to said bidder or Proposer voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

6. Projected Timeline: (Dates are subject to change)

Advertise Request for Proposal	March 21st, 2019
Recommended Site Visit/ Pre-Bid Meeting	April 3rd, 2019
Clarification deadline	April 10th, 2019
Amendment (pending complexity)	April 15th, 2019
Bid Opening	May 1st, 2019
Recommendation of Award to City Manager and Council	May 13th, 2019
Presentations	TBD
Pre-Services Meeting	TBD
Contract Start Date	TBD
Contract End Date	TBD

7. Bid Bond.

Not applicable

8. Local Business.

No local preference will be given unless in the event of a tie.

9. Proposal Format and Signatures.

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the Purchasing Department, 201 Westward Drive, Miami Springs, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10. Method of Award.

The City will open all submittals received at the time, date and place noted on the Legal Notice in a public forum and will announce the name of the Proposer that submitted. The City will review all submittals for bid compliance according to the requirements set forth in this RFP and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established herein and contain all required forms listed of this solicitation. The City shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) Proposer selected as the most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.

11. Evaluation - The City will evaluate all Proposals to select a firm/individual.

The purpose of the Evaluation Process is to judge the proposals submitted in response to this RFP and to establish the most advantageous proposal, further identified as the #1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

As Phase 1, the City's selection committee will evaluate and score proposals based on the evaluation criteria provided below. The proposals will subsequently be ranked based on scores, and the Selection Committee will recommend the proposal that is highest ranked and/or otherwise furthers the best interests of the City. The evaluation criteria is as follows:

1. **Operational Plan/Business Plan (30 points)**
A maximum of 30 points may be assigned to this category with the most points being given to the proposal that indicates the best operational plan/business plan as determined by the Procurement Department.
2. **Experience/Qualifications (25 points)**
A maximum of 25 points may be assigned to this category with the most points being given to the proposal exhibiting the most relevant experience and best Proposer qualifications as determined by the Procurement Department.
3. **Revenue Proposal (45 points)**
A maximum of 45 points may be assigned to this category with the most points being given to the proposal which indicates the largest Concession Fee revenue income to the City. The highest amount of proposed Concession Fee may receive the maximum 45 points. Each other proposal shall receive a proportionate reduction in points based on the Concession Fee proposed from highest to lowest amount proposed.

The City shall be the sole judge of its own best interests, the statement, and the resulting negotiated agreement. The City reserves the right to proceed with award of the RFP following Phase 1 or to proceed to Phase 2, which would be to short list proposals and require presentations from the top ranked proposers before the Selection Committee or the City Council. The City reserves the right to establish at any time the number of the proposers that may be asked to present during Phase 2, if at all.

All finalists are in equal standing at the beginning of Phase 2. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposals submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee/City Council additional insight regarding their statement and that of the qualifications of the firm/individual. Each Selection Committee member or member of the City Council shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated to determine the top ranked firm/individual.

12. Council Review.

Upon the completion of the evaluation process, the rankings supporting documents, and staff recommendation will be presented to the City Council. The City Council may

- a) award based upon staff recommendation in Phase 1;
- b) request presentations by any number of the ranked proposers as Phase 2, before making an award of the RFP;
- c) ask staff to re-evaluate proposals based upon City Council discussions; and
- d) reject all proposals.

13. Tie Statements.

Whenever a tie occurs for the top ranking position after any phase of the evaluation process, the Selection Committee will review the proposal to determine if the proposer is a local company. A local company will first be defined as one located within the City of Miami Springs; if neither proposer is located with the City of Miami Springs, locality will be defined as located within Miami-Dade County. If the tie cannot be broken using this local preference, the time-stamp of the proposal shall be reviewed to determine the earliest received RFP. The selection committee shall award the earliest submitted statement the highest ranking in a tie scenario.

14. Award of Contract.

The City anticipates entering into a contract with the person/company whose Proposal is judged by the City to be most advantageous. The City anticipates awarding one contract. This RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until statements are reviewed and accepted by appointed staff, the best statement has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit statements.

15. Insurance Requirements.

Each proposer must furnish evidence of insurance with submittal of this Proposal. Prior to execution of the contract, the City of Miami Springs must be listed as an "Additional Insured" (see General Conditions and Instructions). Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements specified in General Conditions and Instructions.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Miami Springs as additional named insured on each of the policies referenced in the General Conditions & Instructions.

SECTION 2 - GENERAL CONDITIONS AND INSTRUCTIONS

1. Definitions.

- (i) We/Us/Our/City: These terms refer to the City of Miami Springs, Florida, a Florida municipal corporation. "They" may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division: The Division responsible for handling procurement-related issues within the City.

Departments: The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation, the Golf and Country Club.

Authorized Representative: The user Department's contacts for interaction regarding contract administration.

- (ii) You/Your: The term refers to the person(s) or entity(ies) submitting a response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Respondent will have different obligations than "you" as a Successful Respondent will have upon awarding of this contract.

Successful Respondent/Submitter: The Respondent whose response to this solicitation is deemed the most highly qualified. A Respondent will be approved for award by the City Council, and a contract will be negotiated and executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

- (iii) Proposals/Submittal: The written, sealed document submitted by the Respondent in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

2. Acceptance or Rejection of Proposals.

The City of Miami Springs reserves the right to waive irregularities or technicalities in proposals or to reject all proposals or any part of any proposal.

3. Examination of Documents and Clarification.

Each Respondent shall examine all parts of this RFP's documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. No plea of ignorance, by the Respondent, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the

requirements of the City or the compensation to the Respondent. If there is any doubt or obscurity as to the meaning of any part of this RFP, the Respondent may request clarification by written request.

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications shall be submitted in writing by email to Tammy Romero, Assistant City Manager, romerot@miamisprings-fl.gov. The RFP title and number must be referenced on all correspondence. Should any questions or responses require revisions to the RFP as originally published, such revisions will be by formal amendment only. Answers, citing the question but not identifying the inquirer, will be publically noticed and distributed simultaneously to all known prospective Respondents.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. No person is authorized to give oral interpretations of, or make oral changes to the RFP. If any amendments are issued to this RFP, the City will issue a formal written addendum, which will be shared publically and to all registered prospective Respondents via email notification. Addendums will be uploaded to the City's Procurement webpage. Notwithstanding, it shall be the responsibility of each Respondent, prior to submitting their response, to contact the City to determine if an amendment was issued and make such amendment a part of their response. If necessary, a new submittal opening date may be established by addendum.

4. Assignment.

The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

5. Proposer Certification.

Submission of a signed proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission at the prices and terms contained therein.

6. Proposal Tabulations.

Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped envelope with their proposal.

7. Proposal Withdrawal.

No proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the City prior to the time set for the opening of proposals, or unless the City fails to accept it within ninety (90) days after the date fixed for opening proposals.

8. Respondent Responsibility.

Before submitting the proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations

and examinations will relieve the successful proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

9. Default.

Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the proposer's list.

10. Anti-Trust Provision.

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

11. Delivery.

All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful proposer must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

12. Exceptions to Specifications.

Proposers taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Proposals for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, proposer MUST attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The proposer must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the proposer proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Proposers MUST submit any cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the City.

13. Florida Government in the Sunshine Law.

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a RFP/Response, Respondent acknowledges that the information submitted with the RFP/Response and the results of the City evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its RFP/Response.

14. Public Records, Proprietary Information, Audit Rights and Records Retention.

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by specifically identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and cite the applicable exempting law. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes. If the Contract that may result from this RFP contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

15. Qualifications of Proposers.

Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his proposal.

16. Relation of City/ Partnership or Joint Ventures.

It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful proposer, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

17. Taxes.

The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 85-8012621640C-5.

18. Compliance With Orders and Laws.

Successful respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

- Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)
- Occupational, Safety and Health Act (OSHA)
- State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes
- Environment Protection Agency (EPA)
- Uniform Commercial Code (Florida Statutes, Chapter 672)
- American with Disabilities Act of 1990, as amended
- National Institute of Occupational Safety Hazards (NIOSH)
- National Forest Products Association (NFPA)
- State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code
- U.S. Department of Transportation
- Cone of Silence, Miami-Dade County Code of Ordinances
- State of Florida Statutes, Section 218.70 et seq., the “Local Government Prompt Payment Act”

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or Qualifications for goods or services to City. Respondent must complete and execute the Acknowledgement of Conformance with Orders and Law Standards Affidavit form. The term “Respondent,” as used herein, include any person or entity making a Response herein to City or providing goods or services to City.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

19. Attorney Fees and Costs.

In connection with any litigation, mediation or arbitration, including any trials and appeals, arising out of this RFP and any contract awarded pursuant to same, the prevailing party shall be entitled to recover from the other party any and all reasonable attorney's fees and costs, including but not limited to attorney's fees for litigating entitlement to attorney's fees.

20. Applicable Law and Venue.

THIS RFP and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Florida. In the event of any administrative or legal action, mediation, or arbitration arising out of this RFP, the venue for such action shall be in Miami-Dade County, Florida.

21. Governmental Restrictions.

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFP prior to delivery, it shall be the responsibility of the Bidder/Respondent to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

22. Submissions of Request for Proposals.

1.26.1 Incurred Expenses. The City is not responsible for any expenses which Respondents may incur for preparing and submitting proposals called for in this Request for Proposals.

1.26.2 Interviews. The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Respondent in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

1.26.3 Request for Modifications. The City reserves the right to request that the Respondents(s) modify a submittal to more fully meet the needs of the City.

1.26.4 Bid/RFP Acknowledgment. By submitting a proposal, the respondent certifies that he/she/it has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

1.26.5 Acceptance/Rejection/Modification to Submittals. The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

1.26.6 Submittals Binding. All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

1.26.7 Alternate Bids. An alternate bid will not considered or accepted by the City.

1.26.8 Economy of Preparation. Bids should be prepared simply and economically, providing a straightforward, concise description of the Respondents ability to fulfill the requirements of the bid.

1.26.9 Proprietary Information. In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that Request for Proposals/Qualifications/Invitation to Bid and the responses are in the public domain. However, the Respondents are required to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids/proposals received from Bidders/Respondents in response to this Request for Proposals will become the property of the City and will not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

23. Cancellation.

In the event any of the provisions of this bid are violated by the Successful Respondent, the City Manager shall give written notice to the Successful Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

24. Property of the City.

Property owned by the City is the responsibility of the City. Such property furnished for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Respondent shall be the responsibility of the Successful Respondent. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

25. Capital Expenditures.

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to perform the services required by the City, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Successful Respondent. If Successful Respondent has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City.

26. Term of Contract.

The City and the Successful Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Respondent awarded the project fails to enter into an Agreement as herein provided, the award may be declared null and void, and the project may be awarded to the next most responsible and responsive Respondent, or re-

advertised, as determined by the City. The initial term of the Agreement awarded pursuant hereto shall be from the effective date of the Agreement.

27. Terms and Conditions of Agreement.

The agreement to be entered into with the Successful Respondent shall include, but not be limited to, the following terms and conditions in the same or substantially similar language:

- 27.1 **Indemnification.** The Successful Respondent agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Successful Respondent, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.
- 27.2 **Patents and Royalties.** The Successful Respondent, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.
- 27.3 **Time of the Essence.** An understanding and agreement, by and between the Successful Respondent and the City, that time is of the essence and that the completion time as specified in Successful Respondent's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

28. Insurance Requirements.

Respondent shall furnish to the City's Procurement and Purchasing Division evidence of insurance with the coverage conditions and policy limits set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a work order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City. The Successful Respondent shall, at its sole expense, maintain in full force and effect at all times during the life of the agreement,

insurance coverage's and limits (including endorsements), as described herein. Each policy shall provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as City's review or acceptance of insurance maintained by any RFP responder are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by any RFP responder under the Agreement.

29. Termination of Contract.

The City reserves the right to terminate the contract for default or for convenience. In the event of such termination, the City additionally reserves the right to make the award for the balance of the contract period to the next highest Respondent or to rebid.

29.1 Termination for Default. If the Successful Respondent defaults in its performance under this Contract and does not cure the default within **three (3)** days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. Such failure to perform satisfactorily includes all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of a default, the Successful Respondent shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his/her control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

29.2 Termination for Convenience. The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience of the City, the Successful Respondent will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

30. Equal Opportunity Regulations.

30.1 Non-Collusion Affidavit. Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFP submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions. By offering a submission pursuant to this RFP, the Party certifies the firm/individual has not divulged, discussed, or compared its/his/her Response with other Parties and has not colluded with any other respondents or parties to this RFP whatsoever. Also, the firm/individual certifies, and in the case of a joint response, each Party thereto certifies, as to its/his/her own organization, that in connection with this RFP. No attempt has been made or will be made by the firm/individual to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition. The only person or persons interested in this RFP, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Response or in the Agreement to

be entered into. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the firm/individual for the purpose of doing business.

30.2 Americans with Disabilities. As part of any Response, each firm/individual must submit an executed American with Disabilities Act Non-Discrimination Statement attesting to compliance with 42 U.S.C. Section 12101 et, seq.

30.3 Compliance with Equal Employment Opportunity. The firm/individual shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the firm/individual has agreed to undertake by and through the covenants, and provisions set forth in this RFP or subsequent Agreement.

30.4 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Response to provide any goods or services to a public entity, may not submit a Response with a public entity for the construction or repair of a public building or public work, may not submit Response on lease of real property to a public entity, may not be awarded or perform work as a A&E, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

The above referenced forms are included in 'Forms / Deliverables' at Section 6 of this RFP. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

31. Expenses Incurred in Preparing Proposal.

The City accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the proposer.

32. Late Proposal Rejection.

The City of Miami Springs is not responsible for the delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Request for Proposal, shall be returned unopened and will not be considered for award.

33. Laws and Regulations.

It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the proposer will

in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

34. Licenses and Registrations.

The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a proposal on this Request for Proposal should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

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SECTION 3 - SPECIAL CONDITIONS

1. Term of Agreement

The term of the agreement following this RFP shall commence on To Be Determined, (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term") unless sooner terminated pursuant to the provisions of the agreement. The City will have the option to extend the agreement for an additional five (5) year, which the City may exercise in its absolute discretion.

2. Minimum Qualifications.

The minimum qualifications listed below demonstrate that the Proposer is qualified to conduct a successful F&B operation and is capable of satisfying the obligations under the F&B Service Agreement with the City. The City, in its sole discretion, will determine if the Proposer meets the minimum qualifications by evaluating the information supplied by the Proposer, and if necessary, conducting investigations, interviews, site visits, or use any other means deemed appropriate by the City. **Proposers must clearly state and substantiate how they meet the minimum qualifications stated below.** Any Proposal received from a Proposer that does not meet all of the minimum experience and qualification requirements will be deemed non-responsive.

Food & Beverage (F&B)

The minimum qualifications are five (5) years of successful food and beverage experience within the last ten (10) years in the following:

- Operation and management of a restaurant, country club/airport/mall/similar food concession;
- Operation and management of food catering business; AND/OR
- Operation and management of a hotel ballroom/banquet facility/similar assembly venue,

AND

- Administration of a liquor license and the sale of alcoholic beverages as a retail vendor.

Participants may combine years of experience to meet the minimum qualifications. Proposers without the requisite experience are encouraged to partner with persons/or entities with the required experience. However, the prime proposer must meet these minimum qualifications. Individuals who are listed as having part or all, or being part of the team having part or all, of the experience required herein shall have clearly identified roles in the proposal. If selected, such individuals are expected to perform work under this RFP and the corresponding agreement. Failure to have such individuals perform work under the corresponding agreement may result in the termination of the agreement.

Financial Capability

Proposer must demonstrate financial capability sufficient for the Evaluation Committee to conclude that the Proposer has the capital and operational financial resources to perform the F&B Operation Services. Proposers must provide a statement of Proposer's financial stability, including, but not limited to, amount and source of funding for anticipated capital improvement(s)/purchase(s) and operations, annual financial reports for the last three (3) years of the Proposer's entity, and information regarding prior bankruptcy proceeding, pending litigation and judgment(s) against the Proposer's entity. Proposer must provide a financial projection covering the first three (3) years of the contract.

8. Has the Proposer, or any of its owner participants/affiliates or any companies being referenced as part of Proposer's experience ever filed a petition for bankruptcy or been declared bankrupt?

Yes ()

No ()

If Yes, state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

Is the Proposer, or any of its owner participants/affiliates or any companies being referenced as part of the Proposer's experience, a party to a lawsuit or has Proposer been a party to a lawsuit within the last ten (10) years? Are there any pending judgments against the Proposer or any of its owner participants/affiliates or any companies being referenced as part of the Proposer's experience?

Yes ()

No ()

If Yes, state date, type of litigation, issue and remedy sought, and amount of pending liabilities.

9. Attach the Proposer's operational plan/business plan as detailed below.

10. Attach evidence of Proposer's experience and qualifications as a F&B service provider.

11. Provide the amount the Proposer will pay to the City on a **yearly basis** (divided into twelve (12) equal payments), plus all applicable sales taxes for providing F & B Services to the Miami Springs Country Club F&B Operation.

12. Provide an executed Drug-Free Workplace Certification indicating that Proposer has implemented a Drug-Free Workplace Program that meets the requirements of Section 287.087, Florida Statutes.

13. A copy of Proposer's non-discrimination policy or a signed statement affirming that its non-discrimination policy is in conformance with the policy of the City.

14. Submit such additional information, as an attachment hereto, as Proposer may consider pertinent to indicate both financial and operational capabilities of the Proposer to operate as a F&B service.

15. Submit all addendums, if any, issued for this RFP, properly acknowledged.

The below signed has read the RFP and all attachments, and fully understand what is required. By submitting this signed proposal, I will accept an Agreement, if approved by the City, and such acceptance covers all terms, conditions, and specifications of this RFP.

Proposal submitted by: _____

Entity Name (if applicable) _____

Print Name/Title (if applicable) _____

Address: _____

Telephone No.: _____

E-Mail: _____

Signature

Date

5. Operational Plan/Business Plan.

Proposer is required to furnish an Operational Business Plan outline in detail the services to be offered and the manner they will be performed by the Proposer. The operational plan/business plan shall address, at a minimum:

1. *Introduction.* Introduction and background of Proposer, individually and if part of a team. Members of the Proposer operating team shall be named and their express roles identified.
2. *Offerings.* Proposed menus and pricing with a description of the F&Bs to be offered in the Country Club F&B Operation Service areas.
3. *Special Events.* Proposed menus and pricing for tournament and special event packages suitable for after-golf lunch or dinner.
4. *Hours of Operation.* Day-to-day services and the proposed hours of operation for the Country Club F&B Operation Service areas. Hours of operation must, at a minimum, comply with the operation schedules as set forth in this RFP.
5. *Intended Uses.* Provide a detailed list of intended uses for each of the rooms listed below and how often each will be used: (i.e. Intended use for golf tournament functions, restaurant/dining, banquets, meeting facilities, etc.):
 - a) "Grill" Room;
 - b) "Majestic" Room; &
 - c) "Dynasty" Room.
6. *Commencement.* Proposed length of time required, from notification of award, to fully mobilize workforce and equipment to begin services. The City desires for services to begin immediately. Any proposed improvements to the Country Club will only be approved as a phased project so as to avoid interrupting fully the F&B Operation Services.
7. *Improvements.* Proposer must attach a description of planned improvements which are to be paid for by the Proposer. The description should also include timeframes for completion, the estimated value of the improvements, and the manner those improvements will be paid.
8. *Experience/Qualifications.*
 - a) Proposals must contain a detailed and substantiated explanation of Proposer's experience and qualifications as specified in the Special Conditions Section;
 - b) Verifiable business references (**minimum three (3) references**) demonstrating Proposer's experience in the operation, management and provision of services of a similar nature. References must include (i) names, (ii) addresses, (iii) telephone numbers, (iv) dates of operation, (v) a contact person and (vi) email address; and
 - c) Any additional information, as an attachment hereto, that may be consider pertinent that indicate capabilities of the Proposers to operate and manage a F&B service.

9. *Revenue Proposal.* Although revenue payments and applicable sales taxes are to be paid to the City on a monthly basis during the term of any agreement between the City and the successful proposer, the proposer herein submits its revenue proposal for the **five (5) years** of the proposed agreement on an annualized basis, as follows;

Annualized Concession Fee Payments to City: Year One \$ _____
Year Two \$ _____
Year Three \$ _____
Year Four \$ _____
Year Five \$ _____

TOTAL REVENUE (YEARS ONE- FIVE): \$ _____

It is to be understood and agreed that the City will not consider or accept any revenue proposals based upon a percentage of sales received.

10. *Questions/Alternates.* If Proposer has comments related to any of the provisions in the RFP and/or the Exhibits, such comments must be disclosed by the Questions and Comments Deadline. If Proposer desires to provide alternate arrangement or deviation from the RFP requirements, it should be provided in this section and thoroughly explained.
11. *Business Information.* Each Proposers responding to this RFP shall provide a detailed disclosure statement on the Disclosure of Beneficial Interests for identifying the Proposer responding and the type of business making the proposal, i.e., Sole-Proprietorship, Partnership, Corporation, LLC or Joint-Venture. A corporation-to-be-formed or other form of uncreated entities shall not be an acceptable Proposer. The Disclosure of Beneficial Interests should identify all the individual owners of five percent (5%) or more of the proposed Proposers and/or any entities owning any portion of the Proposer.

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SECTION 4 - SCOPE OF SERVICES

1. Required Services.

The Proposer will maintain full and complete control of the usages, functions and events to be assigned in the F&B Services area ("Country Club").

Proposer understands and agrees that the "Grill" room is to be primarily reserved for the support of the golf operations, citizens' needs and accommodations, and meetings and events of local civic groups and organizations. The remaining rooms ("Majestic" and "Dynasty") may be used in a manner that best serves the needs of the Proposer. However, the intended use of these rooms shall be explained in detail within the Proposers response within the Operational Plan/Business Plan.

Furthermore, it is understood that the City shall have the unlimited right to utilize catering services from outside vendors for specific golf tournaments and up to ten (1) days for City sponsored events/programs operated by the City each year.

The Proposer acknowledges, by responding to this RFP, the importance of cooperating with the Golf Departments staff in regards to providing required parking for all golfers and golf functions. The Proposer shall be responsible to determine and assign appropriate parking arrangements to accommodate all F&B functions that may conflict with the existing needs of the golfers and golf functions.

The Proposer agrees to provide, at minimum, the following F&B Services at the Country Club facility:

- Catering for Golf Tournaments (utilizing at least three (3) fixed menus) when requested.
- Catering for local civic groups and organizations (daytime lunch meetings conducted on a regular basis)
- Provide a dedicated monitored phone in the "Grill" room (notification sign of service to be provided near the 7th hole), so that food orders can be ordered in advance for pick-up or dine-in by golfers while playing.
- Establish a "Golfer Fare" menu to be distributed on or with score cards (such as cold & hot sandwich items, hot dogs, burgers, salads, wraps and snacks) that can be quickly prepared for easy pick-up to allow continuous play.
- Provide early morning coffee services and pre-packaged baked goods for golfers.
- Room rental charges and/or corkage charges (for charitable events/Golf Tournaments in which food is donated).
- Grill and Bar Services in the "Grill" room (to support the daily needs and requirements of golfers, citizens and local groups and organizations).
- Provide beverages, including beer, wine and liquor to the golfers and visitors to the Country Club on a daily basis, which in the past have been typically served in the ""Grill" room" area.
- The sale of liquor under the F&B operation services shall be limited to the Country Club area only. The Proposer shall have the option to use the City's current liquor license as required to sell beer, wine and liquor.
- City shall have the use of the facility for organized golf tournaments and other events. City reserves the right to host unlimited golf tournaments and up to ten (10) events/programs sponsored or operated by the City each year where the organizer of the

tournament/event/program may bring in donated or purchased F&B items from an outside source for distribution to the event participants and for which the City shall not be charged for the use of the facility. The City shall provide written notice to Proposer at least 30 days in advance (for the cost free use of one room only) of such scheduled tournaments/events where F&B will be provided by the organizer.

- Proposer shall notify the City of Miami Springs, in writing at least ten (10) business days in advance if special activities are planned; however, permission to allow special activities will be granted or denied at the City's sole and absolute discretion.
- Catering for golf tournaments and other events.

Proposer shall coordinate and cooperate with the City regarding special events and activities conducted within the City and shall, upon request from the City, suspend operation of the F&B Operation Services when such events warrant the suspension of the operation of the F&B as determined by the City of Miami Springs.

The Proposer must purchase, provide and install whatever new equipment, appliances, furnishings, materials, and supplies, will be required in order to fulfill the Proposer's responsibilities including, but not limited to fuel, power, water, and essential communications.

Proposer shall pay to the City Annual Concession Fee during the term of the agreement in equal monthly installments, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefore or any deduction, holdback or setoff whatsoever.

The initial monthly installment of Annual Concession Fee shall be due within fifteen (15) days after the Commencement Date. Any Annual Concession Fee payment hereunder for any fractional month shall be calculated and paid on a per diem basis using a 30-day month.

On each anniversary date of the Commencement Date of the Agreement or any extension thereof, the Annual Concession Fee shall be adjusted based on the Proposers RFP response for years two through five.

Annual Concession Fee shall be made payable to the City of Miami Springs and shall be delivered to the City of Miami Springs, Attn: William Alonso, City Manager/ Finance Director, 201 Westward Drive, Miami Springs, FL 33166.

Proposer shall not use, nor permit, the use, of the F&B Operation at the Miami Springs Golf & Country Club for any other use, business, or purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

Proposer shall not prohibit or hinder City personnel or any law enforcement officers from performing their official duties.

Proposer shall not commit or permit any reckless or dangerous conduct on the premises of the Miami Springs Golf & Country Club at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

Proposer shall operate its business on the premises of the Miami Springs Golf & Country Club during the Term of the agreement with due diligence and efficiency and in a manner prudent and in

accord with generally accepted business practices within the locale for Proposer's business. It is the specific requirement of this RFP that the F&B Operation services be offered in a manner that is supportive of the golf operations, beneficial to the citizens of the community, and an enhancement of the reputation of the Miami Springs Golf and Country Club.

Proposer will control and maintain the "Master Booking Calendar" for the facility and the activities to be conducted therein. All golf, citizen and local civic group and organization events are subject to the scheduling discretion of the Proposer, who agrees to be reasonable, cooperative and supportive of all groups and the booking of their events.

Additionally, the Proposer, by its submittal of a response to this RFP, acknowledges and understands the vital nature of the golf operation at the Country Club to the City and its finances and warrants that it will fully support, and cooperate with, the City and its golf department in the coordination of the scheduling of events and the services to be provided at all golf related events.

Proposer shall operate the F&B Operation Services seven (7) days a week, year round, according to the following schedules:

- Grill: Monday - Friday 9:00a.m. to 7:00p.m.
- Kitchen: Monday - Friday 9:00a.m. to 9:00p.m.;
Saturday - 8:00a.m. to 7:00p.m.; and
Sunday - 8:00a.m. to 7:00p.m.
- Bar: Monday - Friday 9:00a.m. to 9:00p.m.;
Saturday - 8:00a.m. to 9:00p.m.; and
Sunday - 8:00a.m. to 7:00p.m.

Proposer shall not implement any changes in the aforesaid required times of operation unless written approval has been received from the City of Miami Springs, which approval may be granted or withheld in its sole and absolute discretion.

City may, at its sole discretion, include Proposer's F&B Operation Services as part of golf packages sold by City for tournaments, leagues, and special events. City shall coordinate with Proposer regarding the selection, quantity, and dates needed. City shall collect the payments for any F&Bs included in the golf packages, and then pay the Proposer for its participation upon receipt of an invoice from Proposer. City shall process the payment through its Finance Department.

Proposer shall maintain customer service as a top priority and shall employ a sufficient number of qualified staff to properly operate the F&B Operation Services at the Miami Springs Golf & Country Club. Proposer shall provide employees who are professional, friendly, well-dressed, and courteous to the golfers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the City.

Proposer and staff shall wear a uniform, logoed shirt that includes a collar and sleeves and professional looking solid pants or shorts (no cut-off shorts or jeans) which, in the sole determination of the City, clearly distinguishes a F&B employee.

Proposer shall be responsible for training all F&B staff concerning the customer service philosophies of City of Miami Springs.

The Proposer shall also maintain a good working relationship with the City Golf Department management and maintenance staff.

Use of profanity, alcohol, and illegal substances by Proposer, staff, subcontractors and agents is strictly prohibited.

Proposer shall appoint a responsible person to be a member of the Golf Facility Management Team which is currently scheduled to meet on a weekly basis. The Proposer's representative shall be someone who has the authority to make operational decisions on behalf of the Proposer.

Proposer shall provide telephone and/or cellular phone service at the Miami Springs Golf & Country Club facility during all hours of operation for emergency calls and to ensure accessibility by the public for general questions, schedules, etc.

Proposer shall, at its own expense, obtain, maintain, and comply with all required certifications, licenses, training, and permits necessary to operate the facility, including a liquor license that permits Proposer to sell beer, wine and liquor (if Proposer does not desire to use the City's liquor license) for consumption within the Miami Springs Golf & Country Club facility. The sale of liquor shall be limited to the Country Club F&B Operation only. Proof of licensure and proper insurance coverages shall be required prior to the Commencement Date, and provided to the City of Miami Springs. Proposer shall conduct services in such a manner as to meet all applicable health and food standards and codes.

Proposer shall provide, at no charge to the customer or City, 16 oz. to 20 oz. paper cups for ice and water.

Proposer shall conduct its services and activities in a safe manner and comply with all safety and health regulations and standards imposed by Governmental Regulations, and shall ensure that all operation employees do the same. Proposer agrees that neither they, nor employees or any person working for or on behalf of Proposer, shall require any personnel engaged in the performance of Proposer's operations to work in surroundings or under working conditions which are unsanitary, unsafe, hazardous or dangerous to his or her health or safety as determined by Governmental Regulations.

For payment of any customer charges, Proposer shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express.

Proposer shall not conduct special events or promotions of any kind within the Golf and Country Club unless prior written approval by the City of Miami Springs has been provided.

Proposer shall perform a background check on each employee prior to the employee beginning work. Proposer shall forward a copy of each background check to the City of Miami Springs for review prior to the employee commencing work. City reserves the right to disallow employment of any candidate or employee whose background check reveals one or more disqualifying offenses. A list of potential disqualifying offenses is available from the City of Miami Springs upon request. Proposer shall notify the City of Miami Springs of any disqualifying offense it has knowledge of as

to any of its employees during the term of the agreement and Proposer shall immediately terminate employment of any and all employees whom Proposer discovers have committed a disqualifying offense.

F & B services may, with the approval of the City representative, suspend operation of the F&B whenever the Golf and Country Club is closed due to severe storms or maintenance/construction. Reasonable effort shall be made to reopen the Golf and Country Club in a timely manner following the inclement weather or maintenance, and construction. If the closure is for an extended period of time (greater than seven (7) consecutive days), City shall prorate the monthly payment of Annual Concession Fee.

2. Rules and Regulations Applicable to (F&B) Operation Services at Golf & Country Club

Proposer's failure to keep and observe the following rules and regulations shall constitute a default under the terms and conditions of the agreement with the City. In addition, City reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Proposer. Proposer agrees to comply with all additional and supplemental rules and regulations upon notice of same from City.

1. The sidewalks, entrances and passages surrounding the F&B Operation premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the F&B Operation premises of the Proposer or occupant.
2. No awnings or other projections shall be attached to the outside walls or windows of the F&B Operation premises unless approved by the City.
3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the F&B Operation premises.
4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, or other substances shall be thrown therein. Proposer shall not bring or keep, or permit to be brought or kept, any inflammable, combustible or explosive fluid, material, chemical or substance in or about the F&B Operation premises.
5. No animals (except for guide dogs, service dogs, or companion dogs) of any kind shall be brought into or kept in or about the F&B Operation premises. Proposer shall not cause or permit any unusual or objectionable odors to emanate from the F&B Operation premises.
6. No space in the F&B Operation premises shall be used for manufacturing, or for the storage or sale of merchandise, goods or property of any kind, at auction, without the prior consent of the City.
7. Proposer shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of the Golf and Country Club, whether by the use of any musical instrument, radio, television set, or other audio device, musical noise, whistling, singing, or in any other way.

8. Proposer shall provide the City Police Department with copies of any keys and codes for any locks or bolts of any kind placed upon any of the doors or windows. In addition, any alarm codes shall be provided to the City Police Department. Proposer must, upon the termination of its tenancy, restore or return to the City all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by Proposer.

9. The City shall have the right to prohibit any advertising in or around the Golf and Country Club by the Proposer or any other party which, in the City's opinion, tends to impair the reputation or desirability of the Golf and Country Club, and upon notice from the City, the Proposer or the other party shall refrain from or discontinue such advertising.

10. Proposer, before closing and leaving the Country Club F&B Operation premises, shall ensure that all doors are locked and all windows are closed.

11. The Country Club F&B Operation shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

3. Food & Beverage (F&B) Operation Services Maintenance

Proposer shall protect the City's capital investment in the Miami Springs Golf & Country Club facility through the exercise of a high standard of maintenance. Proper maintenance shall include, but not be limited to, providing adequate custodial (janitorial) services, interior maintenance and repair, garbage and trash disposal, pest control, keeping the patio area clear of debris and stains, and maintenance of furniture, fixtures and equipment.

Proposer shall, at a minimum, perform the following maintenance on a regular and ongoing basis:

- a) clean interior and exterior walls, windows, doors, and surfaces;
- b) clean ceiling, floors, furnishings, lights, light bulbs, tubes, and F&B equipment as is customary for a similar quality Food & Beverage found in a public recreation facility in City of Miami Springs;
- c) keep patio furniture areas clean and free of stains. Proposer shall maintain the F&B Operation and all areas within 75 feet of the F&B Operation areas in a safe, clean, sanitary condition free of litter, refuse, and debris.
- d) Proposer shall provide adequate refuse containers in the F&B Operation areas and shall regularly service all trash cans, including Country Club trash cans, located within the F&B Operation areas. The trash cans shall be emptied into the Proposer provided dumpster on a regular basis in order to prevent the trash cans from overflowing. The Proposer shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated by the Proposer shall be deposited directly into the Proposer dumpster by F&B staff.
- e) Proposer, at its sole cost and expense, will keep the F&B Operation areas free of rodents, vermin and other pests.

- f) All furniture, fixtures, and equipment currently located on and in the Country Club may continue to be utilized by the successful Proposer, any maintenance and replacements of such items shall be at the sole cost and expense of the Proposer. The approval of the City must first be obtained before any furniture, fixtures, and/or equipment is discarded or replaced.
- g) Maintenance of all landscaping installed or provided by Proposer at the Country Club facility shall be the sole responsibility of the Proposer.

Proposer shall repair all damages to F&B Operation, areas and equipment caused by, resulting from, or in any way arising out of Proposer's services or use of F&B Operation, Areas and Equipment whether such damage is caused by Proposer, its agents, or its invitees.

Proposer shall repair and maintain (i) fixtures provided by Proposer; (ii) repair of damage caused by Proposer, its employees, agents, contractors, customers, licensees or invitees to the F&B Operation facility; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the F&B Operation which, whether connected directly to the building's system or not, were installed by Proposer specifically to serve the F&B Operation; (iv) interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the F&B Operation; (v) glass cleaning; and (vi) janitorial services for the F&B Operation areas.

Proposer shall maintain and repair all F&B equipment in the Country Club. Proposer shall repaint, refurbish the facilities and replace furnishing and equipment as may be deemed necessary at the reasonable discretion of the City. The City of Miami Springs reserves the right to, periodically throughout the term of the agreement, inspect or cause to be inspected the F&B Operation areas and equipment, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. Proposer shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the City. Proposer is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

Proposer shall immediately notify City of any possible health, safety and/or security hazards that may exist within any area, including use by unauthorized parties, so corrective actions can be determined and implemented. In no event shall City be liable for damages or injuries arising from the failure to make repairs, nor shall City be liable for damages arising from defective workmanship or materials in making such repairs. City shall have no obligation to commence repairs until fifteen (15) days after the receipt by City of written notice of the need for repairs. Proposer waives the provision of any law, or any right to make repairs at City's expense.

4. City Responsibility for Operation Areas

City agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the roof, roof drains, exterior walls and windows, utility lines outside the F&B Operation areas (except for sewer lines clogged by grease or other Proposer-created problems), foundations and structural portions of the Miami Springs Golf and Country Club Building, and the air conditioning, heating, and plumbing systems, and fire suppression system serving the F&B Operation areas. City shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, Proposer's operation or use of the Food & Beverage Operation areas, whether such damage is caused

by Proposer, its agents, or its invitees. City shall maintain all parking areas adjacent to the Country Club facility.

In the event of a threat of tropical disturbance, City shall close and secure the hurricane shutters provided for the F&B Operation areas. Proposer shall secure and/or remove its equipment at the direction of the City of Miami Springs. Proposer shall be responsible for any damage to its equipment or personal property. Proposer shall be liable to City for any damage caused to Golf and Country Club or any improvements due to the failure of Proposer to secure or remove any equipment belonging to Proposer prior to a storm event.

Except as previously provided in this Section, City shall not be obligated or required to make or conduct any other maintenance or repairs, and all other portions of the F&B Operation areas and equipment shall be kept in good repair and condition by Proposer, and at the end of the Term of the agreement, Proposer shall deliver the F&B Operation areas and equipment back to City in good repair and condition, reasonable wear and tear arising from Proposer's permitted use of the F&B Operation areas and equipment as specified herein excepted.

5. Hazardous Substance

Proposer shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Proposer's services, in the F&B Operation areas, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Proposer shall not cause or permit the Disposal of Hazardous Materials upon the F&B Operation premises or upon adjacent lands and shall operate and occupy the F&B Operation in compliance with all Environmental Laws.

Any Disposal of a Hazardous Material, whether by Proposer or any third party, shall be reported to City immediately upon Proposer becoming aware of such Disposal. Proposer shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the F&B Operation areas, or emanating therefrom onto adjacent lands, as a result of the use and occupancy of the F&B Operation areas by Proposer, or Proposer's agents, licensees, invitees, subcontractors, or employees.

6. Non-Discrimination

Proposer shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, disability, or genetic information, with respect to any activity occurring in the F&B Operation provided by this RFP to the City. Proposer warrants that its service in the F&B Operation, on behalf of the City, shall be open to and benefit all visitors to the Golf and Country Club.

7. Security of Food & Beverage (F&B) Operation Services

Proposer acknowledges and accepts full responsibility for the security and protection of the Country Club F&B Operation and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Country Club. Proposer shall also assume full responsibility for the prevention of unauthorized access to the Country Club F&B Operation areas. Proposer expressly acknowledges that any security measures deemed necessary or desirable for protection of the Country Club F&B

Operation shall be the sole responsibility of Proposer and at no cost to City. In the event that Proposer chooses to install additional security systems and hardware, Proposer shall be required to provide the City of Miami Springs Police Department with continuous and unrestricted access to the Country Club F&B Operation areas. City may implement key, card or code control measures reasonably acceptable to Proposer to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, Proposer shall notify the City of any incident resulting in loss of or damage to F&B Operation areas or breach of security whether or not such incident is reported to the City of Miami Springs Police Department. Non-emergency telephone for the Miami Springs Police Department is 305-887-9711. Notification of City shall be made by telephone call to the Golf Department Director no later than 24 hours after any such incident.

8. Signage

Proposer shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the F&B Operation and/or Golf and Country Club any sign, awning or canopy, without first obtaining City's written approval and consent, which consent may be withheld at City's sole discretion. Any such signs not approved shall be immediately removed at the sole cost and expense of Proposer upon written notification thereof by City. Proposer further agrees that such sign, awning, canopy, decoration, lettering, or other items, as may be approved, shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by City for the section of the Golf and Country Club within which the Food & Beverage Operation is located. No advertising or any promotional items associated with the F&B will be permitted within the Golf and Country Club or any other City facility or property without prior Department and/or City approval. City of Miami Springs prohibits any person from distributing, displaying or affixing any printed materials or advertisements to or within any Golf and Country Club property.

9. Utilities

Proposer shall provide electric, water and gas services, as well as obtaining and maintaining any other utility connections such as internet, cable, satellite or other television services, if desired, for the Country Club F&B Operation. Proposer's utility service installations must be reviewed and approved by the City of Miami Springs. Proposer shall promptly pay all costs and expenses related to providing any utility services ordered by Proposer, including, without limitation, construction costs, and shall pay directly to the utility company or the provider of such other services all charges and assessments for any utility or other services provided including, without limitation, gas and phone charges, or any other utility used or consumed by the Country Club F&B Operation. In no event shall City be liable for an interruption or failure in the supply of any utility to the F&B Operation.

10. Assignment and Sublicense

Proposer may not assign, mortgage, pledge or encumber its agreement with the City, in whole or in part, nor sublicense or rent all or any portion of the F&B Operation, nor enter into any management licensing or similar agreement without the prior written consent of City in each instance, which may be granted or withheld at City's sole and absolute discretion. The consent by City to any assignment or sublicense shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If the agreement is assigned, or if the Food & Beverage Operation or any part thereof is sublicensed or occupied by any party other than Proposer and Proposer is in default under its obligations under the agreement, City may collect the Concession Fee from the assignee, sub-

contractor or occupant, and apply the net amount collected to the fees herein reserved, but no such assignment, sublicense occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as Proposer, or a release from the- further performance by Proposer of the covenants on the part of Proposer. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublicense, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublicense, Proposer shall remain fully liable on its agreement with the City and shall not be released from performing any of the terms, covenants and conditions hereof or any fees or other sums to be paid hereunder. Proposer acknowledges and agrees that any and all right and interest of the City in and to the Food & Beverage Operation, and all right and interest of the City in its agreement with Operator, may be conveyed, assigned or encumbered at the sole discretion of the City at any time.

11. Significant Change of Ownership

If Proposer is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Proposer represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the City and/or as disclosed to City prior to executing the agreement. If there shall occur any changes of ownership of and/or control of Proposer, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the City, then City shall have the option to terminate the agreement upon thirty (30) days notice to Proposer.

12. Independent Contractor Relationship

The Proposer is, and shall be, in the performance of all work, services, and activities under its agreement with the City, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to the agreement shall at all times, and in all places be subject to the Proposer's sole direction, supervision, and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Proposer's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.

The Proposer does not have the power or authority to bind the City in any promise, agreement, or representation other than specifically provided for in the agreement.

13. Condition of Food & Beverage (F&B) Operation Services, Alterations

Proposer accepts the F&B facility along with its furniture, fixtures and equipment "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Proposer further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the F&B Operation including, without limitation, any relating to the physical condition of the F&B Operation or any improvements or equipment located thereon, or the suitability of the F&B Operation or any improvements for Proposer's intended use of the F&B Operation.

Proposer agrees to provide other equipment and perform any and all work at its own cost and expense which is necessary to fully equip and maintain the F&B Operation for the lawful use of the F&B

Operation by Proposer as specified in this RFP, unless the work is the responsibility of the City as specifically provided in this RFP.

Proposer shall be solely responsible for any and all improvements, maintenance, repairs, alterations or other work necessary to render the Country Club F&B Operation suitable for Proposer's intended use. Proposer shall not install any permanent improvements within the Country Club F&B Operation without City's written consent, which shall be in the City's absolute discretion. All work performed within the F&B Operation, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Proposer, and not for the benefit of City. Proposer shall design and construct such Alterations at Proposer's sole cost and expense and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of Proposer's construction and Alterations shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion strictly in accordance with the approved plans and specifications therefore.

All Alterations made by Proposer shall be maintained by Proposer in good working order at the sole expense of Proposer during the Term of the agreement.

In the event improvements or Alterations are constructed within the F&B Operation, Proposer shall be required to provide to City a Public Construction Bond, which such bond shall list the City as Obligee.

To secure the City during any possible approved Construction, at the option of the City, Proposer shall provide to the City with a construction and completion bond and a performance bond in the cumulative amount of all construction contracts associated with the build-out and construction plan which name the City as the beneficiary. Alternatively, Proposer may offer the City funds in escrow, a letter of credit, or other financial instrument showing Proposer's financial capability to pay for the construction improvements/alternations. Notwithstanding any such financial requirements, Proposer shall be solely responsible for any overruns, add-ons or other increases in the cost improvements. Prior to commencement of any work, Proposer shall furnish a construction schedule, which the City must approve in its sole discretion.

14. Destruction of Food & Beverage (F&B) Operation Services (Total or Partial Destruction)

In the event the Golf and Country Club or the F&B Operation shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of Proposer, during the Term of its agreement with the City, but the Food & Beverage Operation is not thereby rendered inaccessible or untenable in whole or in part, then the City shall, at its own expense, cause such damage to be repaired, and the Annual Concession Fee and other charges payable by Proposer hereunder shall not be abated. If by reason of such occurrence, the F&B Operation shall be rendered untenable only in part, City shall, at its own expense, cause the damage to be repaired, and the Annual Concession Fee meanwhile shall be abated proportionately as to the portion of the F&B Operation rendered untenable. If the F&B Operation shall be rendered wholly untenable by reason of such occurrence, the City may, at its option, because such damage to be repaired at City's expense and the Annual Concession Fee meanwhile shall be abated in whole until completion of such repairs. City shall notify Proposer in writing within forty-five (45) days whether City intends to repair the F&B Operation. If City elects not to perform such repairs, City and Proposer shall then each have the right to terminate the agreement, with each party's right to be exercised, if at all, by notice in writing delivered to the other party within forty-five (45) days after City's election not to repair the Food & Beverage Operation. In

the event either party exercises its aforesaid termination right, the parties agreement and the tenancy shall cease as of the date of said occurrence and the parties hereto shall be relieved of all further obligations hereunder. In no event shall City be responsible for repair of Proposer's equipment, trade fixtures and/or Proposer's Alterations.

15. Damage Near End of Term

If the F&B Operation is destroyed or damaged during the last ten (10) months of the Term of the parties agreement and the estimated cost of repair exceeds ten percent (10%) of the Annual Concession Fee then remaining to be paid by Proposer for the balance of the Term, City may, at its option, cancel and terminate the agreement as of the date of occurrence of such damage by giving written notice to Proposer of its election to do so within forty-five (45) days after the date of occurrence of such damage and the parties hereto shall be relieved of all further obligations hereunder.

16. Reconstruction of Alterations

Proposer, at its sole cost and expense, shall be responsible for the repair and restoration of Proposer's Alterations and the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Proposer shall commence the installation of fixtures, equipment, and merchandise promptly upon delivery to it of possession of the F&B Operation and shall diligently prosecute such installation to completion.

17. Default by Proposer

The occurrence of any one or more of the events below shall constitute as a Default by Proposer under the agreement:

1. Proposer fails to open for business on the Services **Commencement Date** and be fully operational within three days after its fully executed and signed Service Agreement contract.
2. Proposer fails to pay any one or more of said monthly installments of Annual Concession Fee, or any other sums due hereunder, as and when the same become due, without any prior demand by the City or any other party.
3. Proposer ceases to fully conduct its business as specified within the RFP.
4. Proposer removes, attempts to remove, or permits to be removed from the Food & Beverage Operation, except as required herein, upon City's approval, or in the usual course of business, any trade fixtures, equipment, goods, furniture, effects or other property of the Proposer brought thereon.
5. Proposer vacates the F&B Operation or abandons the possession thereof before the expiration of the Term of the agreement and without the written consent of the City, or uses the same for purposes other than the purposes for which the same are hereby authorized, or ceases to use the F&B Operation for the purposes herein contained.
6. An execution or other legal process is levied upon the goods, furniture, effects or other property of Proposer brought on the F&B Operation or upon the interest of Proposer in the agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
7. Proposer violates any other term, condition or covenant herein on the part of Proposer to be performed or complied with, and Proposer fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof, is given by City to Proposer.

8. Proposer fails to pay any of its operational costs or expenses (i.e. payroll, food, liquor, utility services, etc.).

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give Proposer notice that City intends to terminate the agreement upon a specified date not less than three (3) days after the date notice is received by Proposer, in which event the agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of the agreement. If, however, the default is cured within the three (3) day period and the City is so notified, the agreement will continue. Proposer shall not be allowed more than three (3) notices and cure periods in any given year of any Term, and no more than five (5) notices and cure periods during the entire Term of the agreement, for Events of Default related to payment of Annual Concession Fee or other charges.

18. Default by City

City shall not be in default unless City fails to perform its obligations hereunder within the time specified, and if none, within a reasonable time, but in no event later than thirty (30) days after written notice by Proposer to City, specifying how City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

19. Termination of contract

Upon termination or expiration of the agreement, Proposer, at its sole cost and expense, shall only remove Proposer's personal property from the County Club but shall not remove any fixtures, furnishings and/or equipment from the Country Club until the City has approved such removal after any outstanding financial matters have been resolved and releases executed. The City may require the provider to pay for the restoration of all or part of the Country Club if the premises are left in a condition that make it unusable by the City or a successor provider for the intended F&B operation.

20. Disclaimer of Liability

City hereby disclaims, and proposer hereby releases city, from any and all liability, whether in contract or tort (including strict liability, negligence and nuisance), for any loss, damage, or injury of any nature whatsoever sustained by proposer, its employees, agents, or invitees during the term of the agreement or any extension thereof including, but not limited to, loss, damage, or injury to the improvements or personal property of the proposer or proposer's business invitees that might be located or stored on the food & beverage operation, unless such loss, damage, or injury is caused solely by city's sole gross negligence. The parties hereto expressly agree that under no circumstances shall city be liable for indirect, consequential, special, or exemplary damages whether in contract or tort (including strict liability, negligence, and nuisance), such as, but not limited to, loss of revenue or anticipated profits or any other damage related to proposer's use of the F&B operation pursuant to the agreement.



SECTION 5 - RESPONSE SUBMITTAL FORM

City of Miami Springs
 201 Westward Drive
 Miami Springs, Florida 33166-5259

**REQUEST FOR PROPOSAL #03-18/19 to
 Provide Food & Beverage (F&B) Operation Services at Miami Springs Golf and
 Country Club**

Bids to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166
at 2:30 P.M. on Wednesday, May 1st, 2019

Vendor Name:	Federal Identification or Social Security Number:
Vendor Mailing Address:	Payment Terms: Bi-Weekly
City - State - Zip Code:	The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes <input type="checkbox"/> No <input type="checkbox"/>
(Area Code) Telephone Number:	Delivery in Days After Receipt of Purchase Order:
(Area Code) Facsimile Number:	
E-Mail Address:	Initial appropriate box to acknowledge amendment(s), if necessary. <input type="checkbox"/> Amendment #1 <input type="checkbox"/> Amendment #2 <input type="checkbox"/> Amendment #3
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign for, and commit, the vendor.	Authorized Signature (Manual) Authorized Signature (Typed or Printed Title)
STATE OF: _____ COUNTY OF: _____ BEFORE ME, the undersigned authority, this document was acknowledged by _____ who: <input type="checkbox"/> is personally known to me, or <input type="checkbox"/> produced identification _____ who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed. SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019. MY COMMISSION EXPIRES: _____ NOTARY PUBLIC, State of Florida At Large _____ Printed Name	

Miami Springs Country Club Project- Menu

To Start-

- Summer Rolls- Carrots, cucumber, red bell peppers, red cabbage, vermicelli, thai dipping sauce \$7
- White Bean & Rosemary Hummus- with plantain chips \$5
- Spicy Pickled Giardiniera- green beans, cauliflower, carrots, peppers \$5
- Spinach & Artichoke Dip- with baked zucchini chips \$8
- CAB Sliders- homemade thousand island dressing, heirloom tomato, green leaf lettuce, munster, ZTB brioche 2pc \$10
- Crispy Calamari- Seasoned flour, house made spicy marinara, lemon wedge \$9
- Spicy Pickled Wings- Tahini / sweet chili sauce, celery and carrot sticks \$.99/ea
- Salmon Tartare- Capers, shallots, dijon, ZTB crostini \$7
- House Made Chili Bowl- Red bean, 80/20 beef, slow cooked for 4 hours \$8
- Chili Fries or Tower of Nachos- Homemade slow cooked chili, tomato, sour cream, guacamole, nacho cheese sauce, pickled giardiniera \$8
- The Best Onion Rings You'll Ever Eat- Local sweet onion, guinness battered, homemade horseradish aioli 12pc/ \$9

The Field- Entree size salads

- Classic Caesar- Local romaine and arugula mix, shaved grana padano, homemade pecorino croutons and lemon caesar dressing \$11
- GH Cobb Salad- Local romaine, heirloom cherry tomato, english cucumber, bacon bits, local avocado, red onion, free range and local boiled egg with avocado yogurt ranch dressing \$13
- Local Kale Salad- heirloom cherry tomato, golden raisins, granny smith, croutons, apple cider vinaigrette \$12
- Mixed Green- mesclun, fresh mango, slivered red onion, crumbled goat cheese, english cucumber and champagne vinaigrette \$12
- Heirloom Tomato & Cucumber- slivered red onion, minced garlic, extra virgin olive oil, balsamic reduction 8oz/ \$8

Tacos & Sandwiches- Served with choice of fries, beer battered onion rings or garden salad

- 12oz CAB Burger- Short rib, brisket & chuck mix, heirloom tomato, charred frisee, smoked gouda, tomato chutney, guinness onions \$15
- Jerk Chicken Club- munster, romaine leaf, heirloom tomato, Nueske bacon, chipotle garlic aioli \$14
- Blackened Mahi Reuben- Homemade thousand island, swiss, red cabbage slaw, local marble reuben bread \$16
- Miami Cheesesteak- Scratch "cheese whiz", guinness onions, toasted local hoagie \$10
- Chili Dog- Footlong, all beef topped with homemade chili shredded melted cheese, topped with pickled giardiniera \$10
- Heirloom Tomato & Smoked Nueske Bacon Grilled Cheese - ZTB multigrain \$11
- Bellos & Chimi Tacos- Marinated and grilled portobello cap, shaved brussels sprouts, shredded carrot, sweet potato, chimichurri \$10

Main Event

- Pan Roasted ½ Chicken Sous Vide- Marinated in herbs and spices, served with roasted carrots & potatoes and a pan gravy \$22
- 12oz CAB Strip Steak Dinner- Grilled & sliced, served with potato pave, sauteed broccoli and a tamarind steak sauce \$32
- 10oz CAB Churrasco- Seasoned fries & Chimi \$27
- 8oz Scottish Salmon Filet- Sweet chili glaze, parmesan brussels pedals on jasmine rice \$24
- Togarashi Seared Tofu OR Tuna Filet- on jasmine rice, Thai vinaigrette, grilled asparagus \$28
- Fish & Chips- Guinness battered Cod, served with fries and malt vinegar and homemade tartar sauce \$19
- Scampi Shrimp Pappardelle- Shallots, garlic, arugula and heirloom cherry tomato, brown lemon butter \$21
- Linguine & Clams- White wine steamed muddlenecks, garlic, shallots, chipotle, pancetta bits \$22

Sides

- Local Salad- Romaine, tomato, shredded carrot, red onion and choice of dressing \$5
- Fries- truffled \$5
- Onion Rings- Beer battered, horseradish aioli \$7
- Red Cabbage Slaw- lemon, celery seed, shredded carrot, slivered onions, parsley, greek yogurt \$3
- Seasonal Vegetable \$6
- Parmesan Brussel Pedals \$6
- Grilled Asparagus- pecorino, 145 degree egg, truffle oil
- Roasted Red Bliss Potatoes & Baby Field Carrots \$6

Desserts

- NY Cheesecake- berry coulis, homemade vanilla whip \$8
- Vanilla Bean Gelato- 2 Scoops \$6
- Chocolate Chess Pie- homemade vanilla whip \$7
- GH Energy Balls- dates, almonds, cashews, flax, chia, coconut 3pc \$7

Bar Bites for Happy Hours

- Shrimp Tacos- Street size, blackbean corn salsa, fire roasted tomatillo salsa, red cabbage slaw 3pc \$10
- Steamed Clams- White wine steamed \$11.50/dz
- Shrimp Cocktail- homemade cocktail sauce, lemon crown 8pc \$10
- CAB Sliders- american, guinness grilled onions, homemade thousand island and pickles
- Summer rolls 2pc \$6
- Kettle Corn- Popped A La Minute tossed in parmesan and truffle oil
- GH Energy Balls 3pc \$7
- Fritter of the day- served with special sauce 3pc \$MP

