**REQUEST FOR PROPOSAL # 01-16/17**

**Request For Proposals (RFP)**

**to Provide Food & Beverage (F & B) Operation Services**

**at**

**Miami Springs Golf and Country Club**

**Owned by: City of Miami Springs**

**CITY OF MIAMI SPRINGS**

*Purchasing Department*

*201 Westward Drive*

*Miami Springs, FL 33166-5289*

*Phone: (305)805-5035*

*Fax: (305)805-5040*

[*romerot@miamisprings-fl.gov*](mailto:romerot@miamisprings-fl.gov)



*Tammy Romero*

*ACM* ***LEGAL NOTICE***

**REQUEST FOR PROPOSAL # 01-16/17**

**Food & Beverage (F&B) Operation Services**

Sealed Proposals for providing **Food & Beverage (F & B) Operation Services** will be received until **2:30 P.M. on the December 1st, 2016**, by the City of Miami Springs 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 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 **Mandatory Site Visit and Pre-Bid Conference** will be held on **November 1st, 2016 at 9:30 AM**. RFP responders are to meet at **Miami Springs Golf & Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Mandatory** 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 Novemeber 4th, 2016.**

This Request for Proposal (RFP) is available upon written request to Tammy Romero at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov). All requests must be accompanied by name, address, phone and fax number.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal 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 competent, 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.

**CITY OF MIAMI SPRINGS**

GENERAL CONDITIONS AND INSTRUCTIONS

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.

ADDITIONAL INFORMATION Each proposer shall examine all parts of the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City of Miami Springs shall not be responsible for oral interpretations given by any city employee, representative, or others. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer 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 of Miami Springs or the compensation to the proposer. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero

201 Westward Drive

Miami Springs, FL 33166-5259

Telephone: (305) 805-5035

Facsimile: (305) 805-5040

The proposal title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. If any amendments are issued to this Request for Proposal, the City will attempt to notify all prospective proposers who have secured same; however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the City of Miami Springs to determine if an amendment was issued and make such amendment a part of their proposal.

PROPOSAL SUBMISSION One **(1) original and one (1) electronic copy of this entire document as well as any other pertinent documents should be returned in order for the proposal to be considered for award.** Proposals shall be submitted to the Purchasing Agent properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the proposer, proposal opening date, and name and proposal number of the Proposal.

By submitting a proposal, the proposer declares that he understands and agrees that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between the City of Miami Springs and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the City of Miami Springs.

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.

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.

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

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.

PROPOSER 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.

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.

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.

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.

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.

INDEMNIFICATION  The Contractor shall indemnify and save harmless forever the City, and all the City’s agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Proposer or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City’s Officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney’s fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

INSURANCE Proposer shall furnish evidence of insurance to the Procurement and Purchasing Department. 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 purchase order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City.

General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 per occurrence for Bodily Injury and Property Damage combined.

Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to all of the requirements stated herein.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The City of Miami Springs reserves the right to return for full credit at the risk and expense of the successful proposer, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

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.

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).

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.

METHOD OF AWARD The City of Miami Springs reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the City.

PATENTS AND ROYALTIES The proposer, without exception, shall indemnify and save harmless the City of Miami Springs, Florida 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 of Miami Springs, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

QUALIFICATION 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.

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 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 o a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

RELATION OF CITY 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.

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.

City of Miami Springs

201 Westward Drive

Miami Springs, Florida 33166-5259

**REQUEST FOR PROPOSAL #01-16/17 to Provide Food & Beverage 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 Thursday, December 1st, 2016**

|  |  |
| --- | --- |
| Vendor Name: | Federal Identification or Social Security Number: |
| Vendor Mailing Address: | Payment Terms: Bi-Weekly |
| 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  No |
| City - State – Zip Code: | Delivery in Days After Receipt of Purchase Order: |
| (Area Code) Telephone Number: | (Area Code) Facsimile Number: |
| E-Mail Address: | Initial appropriate box to acknowledge amendment(s), if necessary.    Amendment #1 Amendment #2 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:  is personally known to me, or  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 \_\_\_\_\_\_\_\_\_\_\_, 2016.  MY COMMISSION EXPIRES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NOTARY PUBLIC, State of Florida  At Large  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name | |

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPECIAL CONDITIONS**

**TERM OF AGREEMENT**

**The term of the agreement shall commence on January 9th, 2017**, (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.

**TERMINATION OF CONTRACT** The City of Miami Springs reserves the right to terminate this contract if the successful bidder fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. 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 higher bidder.

**EVALUATION OF BIDS** Bid evaluation will be based on (Refer to Criteria for Award below):

1. Operational Plan/ Business Plan
2. Experience/Qualifications
3. Revenue Proposal to the City

**FAILURE TO COMPLY** Any failure on the part of a responder to provide the documentation set forth in the bid specifications could, in and of itself, constitute a determination that the proposal is non-responsive and therefore disqualified.

**BIDDERS STANDARD CHECKLIST:**

Did you remember to include/complete the following?

\_\_\_\_\_\_ 1 Original and 1 electronic copy of bid submittal

\_\_\_\_\_\_ Proof of current insurances

\_\_\_\_\_\_ Sign for Amendment receipts

Although the foregoing is intended to provide a complete list of all bid requirements and submittals, the City’s failure to include any bid requirements or submittals therein, shall not constitute a waiver of any Bid/RFP requirements for any proposer.

**REQUEST FOR PROPOSAL**

1. **Purpose:**

The City of Miami Springs is seeking proposals for providing Food & Beverage Operation services at the City of Miami Springs Golf and Country Club located at 650 Curtiss Parkway, Miami Springs, Fl. 33166. An aerial Google map of the course, photographs and plan/layout of the Golf and Country Club is attached as Exhibit "A" to this Request for Proposal (RFP). The City desires that all those submitting proposals ("F & B Operators") possess the experience and qualifications necessary to provide quality products and services at affordable prices to the golfers and visitors of the Golf and Country Club.

1. **Background**:

The City of Miami Springs 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 and 28,763 rounds in fiscal year 2015/2016. The golf course is located near the Miami International Airport and major hotels. The Food & Beverage Operation service is located in the golf course county club.

1. **Service Area:**

The Food & Beverage Operations area also known as the "Country Club" 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.)
* "Curtiss" Room (private dining /meeting area)
* "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.

1. **Request for Proposal Information:**
   1. **Request Documentation and information:**

This Request for Proposal (RFP) is available by electronic copy upon written request to Tammy Romero at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov). All requests must include company name, address, and contact information including name, phone and email.

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** **November 4th, 2016** 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

* 1. A **Mandatory Site Visit and Pre-Bid Conference** will be held on **November 1st, 2016 at 9:30 AM**. RFP responders are to meet at **Miami Springs Golf & Country Club** located at 650 Curtiss Parkway, for a site visit. Following the site visit, a **Mandatory** 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.
  2. **RFP Response**: One (1) original and one (1) 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 **2:30p.m**. on **Thursday, December 1st, 2016**, 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:

RFP# 01-16/17

Food & Beverage Operation Services

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.

* 1. **"Cone of Silence":**

RFP Responders are advised that from the date of release of this RFP until the recommendation of an award of the contract is made to Council, no contact with City staff related to this RFP is permitted, except as authorized by the Contact Person and/or in conjunction with scheduled Responder's activities. Any such unauthorized contact shall not be used as a basis for responding to this RFP. All parties that have attended the pre-bid conference will be advised of any changes to this RFP by way of Amendment. All parties who submit proposals will receive notification by U.S. Mail, via facsimile, or e-mail of the proposal that is recommended for selection, such recommendation may be viewed at http://www.miamisprings-fl.gov/meetings.

* 1. **Lobbying:**

RFP Responders are advised that the City of Miami Springs prohibits any responder or anyone representing any responder from communicating with any Council member, or City staff, regarding its proposal (i.e., a “Cone of Silence”). The “Cone of Silence” is in effect as of the date the RFP is advertised until a recommendation for award is made to the Council, staff rejects all proposals, or otherwise takes action which ends the solicitation process. The exceptions to the “Cone of Silence” specifically include contract negotiations during any public meeting, contract negotiations between any City employee and the intended awardee, public presentations made to the Council or any written correspondence at any time with any City Council or City staff, unless asking questions, providing answers and amendments to the RFP as exceptions to the "Cone of Silence” specifically prohibited by the applicable competitive solicitation process.

* 1. **Projected Timeline**: (Dates are subject to change)

|  |  |
| --- | --- |
| Advertise Request for Proposal | **October 20th, 2016** |
| **Mandatory** Site Visit/ Pre-Bid Meeting | **November 1st, 2016** |
| Clarification deadline | **November 4th, 2016** |
| Amendment (pending complexity) | **November 8th, 2016** |
| Bid Opening | **December 1st, 2016** |
| Recommendation of Award to City Manager and Council | **December 12th, 2016** |
| Pre-Services Meeting | **December 19-30, 2016** |
| Contract Start Date | **January 9th, 2017** |
| Contract End Date | **January 10th, 2022** |

1. **Insurance Requirements:**

Each RFP responder 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).

Each RFP responder 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.

1. **Bid Bond**

Not applicable

1. **Local Business**

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

1. **Criteria for Award:** Proposals shall be evaluated on the following three criteria/categories: (1) Operational Plan/Business Plan, (2) Experience/Qualifications, (3) Revenue Proposal.
2. **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.

1. **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 F & B Operator qualifications as determined by the Procurement Department.

1. **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 rental revenue income to the City. The highest amount of proposed rent may receive the maximum 45 points. Each other proposal shall receive a proportionate reduction in points based on the rent proposed from highest to lowest amount proposed.

1. **Council Review and Determination:**
2. Procurement Department reviews, evaluates, and ranks proposals received.
3. Rankings, supporting documents & a staff recommendation are then presented to the City Council.
4. City Council can:
5. award based upon staff recommendation
6. Request presentations by any number of the ranked proposers before making an award of the RFP.
7. Ask staff to re-evaluate proposals based upon City Council discussions.
8. Reject all proposals.

**SCOPE OF SERVICE**

**FOOD & BEVERAGE (F & B) Operator**

1. **Required Operations:**

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

F & B Operator understands and agrees that the "Grill" and "Curtiss" rooms are 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 F & B Operator. However, the intended use of these rooms shall be explained in detail within the F & B Operators 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/or City sponsored events.

The F & B Operator 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 F & B Operator shall be responsible to determine and assign appropriate parking arrangements to accommodate all food & beverage functions that may conflict with the existing needs of the golfers and golf functions.

The F & B Operator agrees to provide, at minimum, the following Food & Beverage Operational 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" and "Curtiss" rooms (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 Food & Beverage operation services shall be limited to the Country Club area only. The F & B Operator 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 food & beverage 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 F & B Operator at least 30 days in advance (for the cost free use of one room only) of such scheduled tournaments/events where food & beverage will be provided by the organizer.
* F & B Operator 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.

F & B Operator 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 food & beverage services when such events warrant the suspension of the operation of the food & beverage as determined by the City of Miami Springs.

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

F & B Operator shall pay to the City Annual Rent 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 Rent shall be due within fifteen (15) days after the Commencement Date. Any Annual Rent 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 Rent shall be adjusted based on the F & B Operators RFP response for years two through five.

Annual Rent 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.

F & B Operator shall not use, nor permit, the use, of the Food & Beverage 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.

F & B Operator shall not prohibit or hinder City personnel or any law enforcement officers from performing their official duties.

F & B Operator 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.

F & B Operator 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 F & B Operator's business. It is the specific requirement of this RFP that the Food & Beverage 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.

F & B Operator 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 F & B Operator, who agrees to be reasonable, cooperative and supportive of all groups and the booking of their events.

Additionally, the F & B Operator, 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.

F & B Operator shall operate the food & beverage 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.

F & B Operator 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 F & B Operator's food & beverage services as part of golf packages sold by City for tournaments, leagues, and special events. City shall coordinate with F & B Operator regarding the selection, quantity, and dates needed. City shall collect the payments for any food & beverages included in the golf packages, and then pay the F & B Operator for its participation upon receipt of an invoice from F & B Operator. City shall process the payment through its Finance Department.

F & B Operator shall maintain customer service as a top priority and shall employ a sufficient number of qualified staff to properly operate the food & beverage services at the Miami Springs Golf & Country Club. F & B Operator 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.

F & B Operator 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 Food & Beverage employee.

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

The F & B Operator shall also maintain a good working relationship with the City Golf Department management and maintenance staff.

Use of profanity, alcohol, and illegal substances by F & B Operator, staff, subcontractors and agents is strictly prohibited.

F & B Operator 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 F & B Operator's representative shall be someone who has the authority to make operational decisions on behalf of the F & B Operator.

F & B Operator 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.

F & B Operator 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 F & B Operator to sell beer, wine and liquor (if F & B Operator 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 Food & Beverage 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. F & B Operator shall conduct operations in such a manner as to meet all applicable health and food standards and codes.

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

F & B Operator shall conduct its operations 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. F & B Operator agrees that neither they, nor employees or any person working for or on behalf of F & B Operator, shall require any personnel engaged in the performance of F & B Operator'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, F & B Operator shall accept a minimum of two (2) of the following credit cards: Visa, MasterCard or American Express.

### F & B Operator 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.

F & B Operator shall perform a background check on each employee prior to the employee beginning work. F & B Operator 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. F & B Operator 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 F & B Operator shall immediately terminate employment of any and all employees whom F & B Operator discovers have committed a disqualifying offense.

F & B services may, with the approval of the City representative, suspend operation of the food & beverage 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 Rent.

1. **Rules and Regulations Applicable to Food & Beverage Operation at Golf & Country Club**

F & B Operator'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 F & B Operator. F & B Operator 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 Food & Beverage Operation premises shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Food & Beverage Operation premises of the F & B Operator or occupant.

2. No awnings or other projections shall be attached to the outside walls or windows of the Food & Beverage 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 Food & Beverage 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. F & B Operator 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 Food & Beverage 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 Food & Beverage Operation premises. F & B Operator shall not cause or permit any unusual or objectionable odors to emanate from the Food & Beverage Operation premises.

6. No space in the Food & Beverage 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. F & B Operator 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. F & B Operator 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. F & B Operator 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 F & B Operator.

9. The City shall have the right to prohibit any advertising in or around the Golf and Country Club by the F & B Operator 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 F & B Operator or the other party shall refrain from or discontinue such advertising.

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

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

1. **Food & Beverage Operator Maintenance**

F & B Operator 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 fixtures.

F & B Operator 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 Food & Beverage 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. F & B Operator shall maintain the Food & Beverage Operation and all areas within 75 feet of the Food & Beverage Operation areas in a safe, clean, sanitary condition free of litter, refuse, and debris.

d) F & B Operator shall provide adequate refuse containers in the Food & Beverage Operation areas and shall regularly service all trash cans, including Country Club trash cans, located within the Food & Beverage Operation areas. The trash cans shall be emptied into the F & B Operator provided dumpster on a regular basis in order to prevent the trash cans from overflowing. The F & B Operator shall not use the trash cans located outside of their designated areas to handle refuse generated by their operations. All refuse generated by the F & B Operator shall be deposited directly into the F & B operator dumpster by Food & Beverage staff.

e) F & B Operator, at its sole cost and expense, will keep the Food & Beverage Operation areas free of rodents, vermin and other pests.

e) All furniture, fixtures, and equipment currently located on and in the Country Club may continue to be utilized by the successful F & B Operator, any maintenance and replacements of such items shall be at the sole cost and expense of the F & B Operator.

f) Maintenance of all landscaping installed or provided by F & B Operator at the Country Club facility shall be the sole responsibility of the F & B Operator.

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

F & B Operator shall maintain and repair all equipment in the Miami Springs Golf and Country Club, areas or equipment. F & B Operator shall repaint, refurnish 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 Food & Beverage Operation areas and equipment, identify any maintenance or repair items and report, in writing, the nature of these items and recommend corrective action. F & B Operator shall promptly repair, replace, or repaint any damaged or defaced surfaces within seventy-two (72) hours of discovery or notification by the City. F & B Operator is to provide a proposed schedule of cleaning, maintenance and repair of facilities.

F & B Operator 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. F & B Operator waives the provision of any law, or any right to make repairs at City’s expense.

1. **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, utility lines outside the Food & Beverage Operation areas (except for sewer lines clogged by grease or other F & B Operator-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 Food & Beverage Operation areas. There is excepted from the preceding covenant to repair and maintain, however: (i) repair, maintenance, or replacement of fixtures provided by F & B Operator; (ii) repair of damage caused by F & B Operator, its employees, agents, contractors, customers, licensees or invitees to the Food & Beverage Operation; (iii) maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the Food & Beverage Operation which, whether connected directly to the building’s system or not, were installed by F & B Operator specifically to serve the Food & Beverage 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 Food & Beverage Operation; (v) glass cleaning; and (vi) janitorial services for the Food & Beverage Operation areas. City shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, F & B Operator's operation or use of the Food & Beverage Operation areas, whether such damage is caused by F & B Operator, its agents, or its invitees. City shall maintenance 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 Food & Beverage Operation areas. F & B Operator shall secure and/or remove its equipment at the direction of the City of Miami Springs. F & B Operator shall be responsible for any damage to its equipment or personal property. F & B Operator shall be liable to City for any damage caused to Golf and Country Club or any improvements due to the failure of F & B Operator to secure or remove any equipment belonging to F & B Operator 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 Food & Beverage Operation areas and equipment shall be kept in good repair and condition by F & B Operator, and at the end of the Term of the agreement, F & B Operator shall deliver the Food & Beverage Operation areas and equipment back to City in good repair and condition, reasonable wear and tear arising from F & B Operator's permitted use of the Food & Beverage Operation areas and equipment as specified herein excepted.

1. **Hazardous Substance**

F & B Operator 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 F & B Operator's operations, in the Food & Beverage Operation areas, or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, F & B Operator shall not cause or permit the Disposal of Hazardous Materials upon the Food & Beverage Operation premises or upon adjacent lands and shall operate and occupy the Food & Beverage Operation in compliance with all Environmental Laws.

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

1. **Non-Discrimination**

F & B Operator 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 Food & Beverage Operation provided by this RFP to the City. F & B Operator warrants that its service in the Food & Beverage Operation, on behalf of the City, shall be open to and benefit all visitors to the Golf and Country Club.

1. **Security of Food & Beverage Operation**

F & B Operator acknowledges and accepts full responsibility for the security and protection of the Country Club Food & Beverage Operation and any inventory, equipment, or facilities now existing or hereafter placed on or installed in or upon the Country Club F & B Operator shall also assume full responsibility for the prevention of unauthorized access to the Country Club Food & Beverage Operation areas. F & B Operator expressly acknowledges that any security measures deemed necessary or desirable for protection of the Country Club Food & Beverage Operation shall be the sole responsibility of F & B Operator and at no cost to City. In the event that F & B Operator chooses to install additional security systems and hardware, F & B Operator shall be required to provide the City of Miami Springs Police Department with continuous and unrestricted access to the Country Club Food & Beverage Operation areas. City may implement key, card or code control measures reasonably acceptable to F & B Operator to safeguard the keys, cards or code provided pursuant to this requirement.

Notwithstanding the above, F & B Operator shall notify the City of any incident resulting in loss of or damage to Food & Beverage 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.

1. **Signage**

F & B Operator shall not place or permit to be placed or maintained on any exterior door, wall, window, fence, railing, dock, or tree of the Food & Beverage 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 F & B Operator upon written notification thereof by City. F & B Operator 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 Food & Beverage 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.

1. **Utilities**

F & B Operator shall provide electric and water service, as well as obtaining and maintaining any other utility connections such as cable, satellite or other television services, if desired, for the Country Club Food & Beverage Operation. F & B Operator's utility service installations must be reviewed and approved by the City of Miami Springs. F & B Operator shall promptly pay all costs and expenses related to providing any utility services ordered by F & B Operator, 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 Food & Beverage Operation. In no event shall City be liable for an interruption or failure in the supply of any utility to the Food & Beverage Operation.

1. **Assignment and Subletting**

F & B Operator may not assign, mortgage, pledge or encumber its agreement with the City, in whole or in part, nor sublet or rent all or any portion of the Food & Beverage 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 subletting 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 sublet or occupied by any party other than F & B Operator and F & B Operator is in default under its obligations under the agreement, City may collect rent from the assignee, sub-contractor or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-contractor, or occupancy as F & B Operator, or a release from the further performance by F & B Operator of the covenants on the part of F & B Operator. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, F & B Operator 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 rents or other sums to be paid hereunder. F & B Operator 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.

1. **Significant Change of Ownership**

If F & B Operator 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, F & B Operator 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 F & B Operator, 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 F & B Operator.

1. **Independent Contractor Relationship**

The F & B Operator 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 F & B Operator's sole direction, supervision, and control. The F & B Operator shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the F & B Operator'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 F & B Operator 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.

1. **Condition of Food & Beverage Operations, Alterations**

F & B Operator accepts the Food & Beverage Operation “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. F & B Operator further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the Food & Beverage Operation including, without limitation, any relating to the physical condition of the Food & Beverage Operation or any improvements or equipment located thereon, or the suitability of the Food & Beverage Operation or any improvements for F & B Operator's intended use of the Food & Beverage Operation.

F & B Operator 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 Food & Beverage Operation for the lawful use of the Food & Beverage Operation by F & B Operator as specified in this RFP, unless the work is the responsibility of the City as specifically provided in this RFP.

F & B Operator shall be solely responsible for any and all improvements, maintenance, repairs, alterations or other work necessary to render the Country Club Food & Beverage Operation suitable for F & B Operator's intended use. F & B Operator shall not install any permanent improvements within the Country Club Food & Beverage Operation without City’s written consent. All work performed within the Food & Beverage Operation, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of F & B Operator, and not for the benefit of City. F & B Operator shall design and construct such Alterations at F & B Operator's sole cost and expense and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. All of F & B Operator'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 F & B Operator shall be maintained by F & B Operator in good working order at the sole expense of F & B Operator during the Term of the agreement.

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

1. **Destruction of Food & Beverage Operation**

**Total or Partial Destruction**

In the event the Golf and Country Club or the Food & Beverage Operation shall be damaged or injured by fire, the elements, unavoidable accident or other casualty, without the fault of F & B Operator, 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 Rent and other charges payable by F & B Operator hereunder shall not be abated. If by reason of such occurrence, the Food & Beverage Operation shall be rendered untenable only in part, City shall, at its own expense, cause the damage to be repaired, and the Annual Rent meanwhile shall be abated proportionately as to the portion of the Food & Beverage Operation rendered untenable. If the Food & Beverage 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 Rent meanwhile shall be abated in whole until completion of such repairs. City shall notify F & B Operator in writing within forty-five (45) days whether City intends to repair the Food & Beverage Operation. If City elects not to perform such repairs, City and F & B Operator 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 F & B Operator's equipment, trade fixtures and/or F & B Operator's Alterations.

1. **Damage Near End of Term**

If the Food & Beverage 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 Rent then remaining to be paid by F & B Operator 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 F & B Operator 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.

1. **Reconstruction of Alterations**

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

1. **Default by F & B Operator**

The occurrence of any one or more of the events below shall constitute as a Default by F & B Operator under the agreement:

1. F & B Operator fails to open for business on the Operations **Commencement Date** and be fully operational within three days after its initial beginning of Operations, **January 9th, 2017**.
2. F & B Operator fails to pay any one or more of said monthly installments of Annual Rent, 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. F & B Operator ceases to fully conduct its business as specified within the RFP.
4. F & B Operator 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 F & B Operator brought thereon.
5. F & B Operator vacates the Food & Beverage 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 Food & Beverage Operation for the purposes herein contained.
6. An execution or other legal process is levied upon the goods, furniture, effects or other property of F & B Operator brought on the Food & Beverage Operation or upon the interest of F & B Operator in the agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
7. F & B Operator violates any other term, condition or covenant herein on the part of F & B Operator to be performed or complied with, and F & B Operator 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 F & B Operator.
8. F & B Operator fails to pay any of its operational costs or expenses (i.e. 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 F & B Operator 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 F & B Operator, 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. F & B Operator 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 Rent or other charges.

1. **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 F & B Operator 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.

1. **Termination of contract**

Upon termination or expiration of the agreement, F & B Operator, at its sole cost and expense, shall remove F & B Operator's personal property, removable fixtures, and equipment from the Food & Beverage Operation, and restore the Country Club Food & Beverage Operation to the condition it was in as of the Commencement Date. Upon surrender of the Food & Beverage Operation, title to any and all remaining improvements, fixtures, equipment, alterations or other property within the Food & Beverage Operation shall vest in City.

1. **RFP Responses:**

R**esponsiveness**

Each F & B Operator is responsible for determining all factors necessary for the submission of a comprehensive response to this RFP. F & B Operators must submit proposals that are complete, thorough and accurate. Failure to comply with all provisions of this RFP will severely weaken your proposal’s evaluation and could result in your proposal receiving no consideration and may be deemed non-responsive. Proposals will be evaluated based on the points awarded as set forth in the Criteria for Award.

1. **Content of Response**

This form must be signed by an authorized representative of the F & B Operator.

Items 1‑15 below set forth the minimum criteria and information each F & B Operator must provide in order for the proposal to be considered responsive and be eligible for further consideration. All proposals must include this form (completed), with attachments if additional space is required.

1. Name of F & B Operator /Firm:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Principal Office/Mailing Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Contact Person/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Form of Business Entity: Corporation [ ] Joint Venture [ ]

General Partnership [ ] L.L.C. [ ]

Limited Partnership [ ] Individual [ ]

If other than Individual, specify type of organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Provide** a current status report confirming the entity’s ability to conduct business in the State of Florida.

7. Name, Address and Percentage Ownership of all individual participants in F & B Operator’s Business Entity. Specify which individuals will be actively involved in the management or operation of the Food & Beverage and which individuals will be non-active participants:

Name Address Percentage Ownership

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Has F & B Operator, or any of its owner participants 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Attach the F & B Operator’s operational plan/business plan as detailed below.

10. Attach evidence of F & B Operator’s experience and qualifications as aFood & Beverage service as detailed below.

11. Provide the amount the F & B Operator will pay to the City on a monthly basis, plus all applicable sales taxes; for providing F & B Services to the Miami Springs Country Club Food & Beverage Operation.

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

13. A copy of F & B Operator’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 F & B Operator may consider pertinent to indicate both financial and operational capabilities of the F & B Operator to operate as a Food & Beverage 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

1. **Operational Plan/Business Plan** Operational Business Plan responses should outline in detail the services to be offered and performed by the Food & Beverage Operator.

The operational plan/business plan shall address, at a minimum:

* 1. Introduction and background of F & B Operator
  2. Proposed menus and pricing with a description of the Food & Beverages to be offered in the Country Club Food & Beverage Operation Service areas.
  3. Proposed menus and pricing for tournament and special event packages suitable for after-golf lunch or dinner.
  4. Day-to-day operations and the proposed hours of operation for the Country Club Food & Beverage Operation Service areas. Hours of operation must, at a minimum, comply with the operation schedules as set forth in this RFP.
  5. 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.):

1. "Grill" Room
2. "Curtiss" Room
3. "Majestic" Room
4. "Dynasty" Room
   1. Proposed length of time required, from notification of award, to fully mobilize workforce and equipment to begin operations.
   2. F & B Operator must attach a description of planned improvements which are to be paid for by the F & B Operator. The description should also include timeframes for completion.

#### Experience/Qualifications

#### Proposals must contain evidence of F & B Operator’s experience and qualifications. F & B Operator shall submit:

#### A detailed summary of the F & B Operator’s experience in the field of Food & Beverage services. Operator shall provide evidence of a minimum of three (3) years experience within the last five (5) years in the successful management and/or operation of a similar revenue-generating public or private Food & Beverage Operation of equivalent size or larger as described herein.

* 1. Verifiable business references (**minimum three (3) references**) demonstrating F & B Operator’s experience in the operation, management and provision of services of a similar nature within Miami Dade County. References must include (i) names, (ii) addresses, (iii) telephone numbers, (iv) dates of operation, (v) a contact person and (vi) email address.

1. **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;

i) **Annualized** Revenue Payments to City: Year One $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year Two $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year Three $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year Four $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Year 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.

1. F & B Operator should provide any additional information, as an attachment hereto, that may be consider pertinent that indicate capabilities of the F & B Operator to operate and manage a Food & Beverage service.
2. If a F & B Operator 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.
3. **Business Information**

Each F & B Operator responding to this RFP shall provide a detailed disclosure statement on the Disclosure of Beneficial Interests for identifying the F & B Operator 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 F & B Operator. The Disclosure of Beneficial Interests should identify all the individual owners of five percent (5%) or more of the proposed F & B Operator and/or any entities owning any portion of the proposed F & B Operator.

1. **Disclaimer of Liability**

CITY HEREBY DISCLAIMS, AND F & B OPERATOR 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 F & B OPERATOR, 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 F & B OPERATOR OR F & B OPERATOR'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 F & B OPERATOR'S USE OF THE FOOD & BEVERAGE OPERATION PURSUANT TO THE AGREEMENT.

**F & B OPERATORS 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 “F & B Operator”) 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 F & B Operator 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 Food & Beverage 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:

**SCHEDULE TO BENEFICIAL**

**INTERESTS**

F & B Operator is only required to identify those persons owning a five percent (5%) or greater beneficial interest in the RFP responding entity. If none, so state. F & B Operator must identify individual interest holders. If, by way of example, F & B Operator is wholly or partially owned by another entity, such as a corporation, F & B Operator must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

**NAME ADDRESS PERCENTAGE**

**OF INTEREST**

**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:

( ) F & B Operator hereby attaches its non-discrimination policy for review by the City of Miami Springs.

OR

( ) F & B Operator does not have a written non-discrimination policy. However, F & B Operator 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

( ) F & B Operator hereby attaches its non-discrimination policy which does not conform to the policy of City of Miami Springs; however, F & B Operator affirms that it will conform to City of Miami Springs’ non-discrimination policy.

F & B Operator’s Name

Signature

Name (type or print)

Title

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 Respondent is also an officer or an employee of Miami Springs, respondent must so state in its proposal. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's firm or any of its branches or affiliates. All Respondents 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:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature:

Date:





