



INVITATION TO SUBMIT A LETTER OF INTEREST (LOI) LOI # 24-03-01

This Request for Letter of Interest (LOI) is intended to establish whether the services specified is currently available from multiple firms.

The purpose of this request is to identify potential vendors that are interested in engaging with the city to design/build/operate/lease a food operation space. The city is not requesting submittals of pricing/revenue. Following the submissions, the city reserves the right to pre-qualify and shortlist the vendors that will subsequently participate in a formal RFP solicitation, or the city reserves the right to award a contract based on this LOI process or reject all and issue an RFP open to any and all firms.

CAFÉ DESIGN-BUILD, LEASE AND OPERATIONS AT 18050 COLLINS AVENUE (F/K/A TONY ROMAS)

RELEASE DATE:	FRIDAY, MARCH 1, 2024
NON-MANDATORY SITE-VISIT:	FRIDAY, MARCH 8, 2024 AT 9:00 AM THE SITE-VISIT WILL TAKE PLACE AT 18050 COLLINS AVE, SUNNY ISLES BEACH PLEASE REGISTER: PURCHASING@SIBFL.NET
All Questions Due: Questions must be submitted via email to: Purchasing@sibfl.net	THURSDAY, MARCH 14, 2024 AT 5:00 PM
SUBMISSION DUE DATE: <u>LETTERS SUBMITTED AFTER WILL NOT BE ACCEPTED</u>	FRIDAY, MARCH 15, 2024 BY 11:00 AM
EMAIL PROPOSALS TO: REFERENCE THIS LOI NUMBER IN THE SUBJECT LINE OF YOUR EMAIL	<u>PURCHASING@SIBFL.NET</u>

Section 1

SCOPE OF WORK

2.1 GENERAL:

The City of Sunny Isles Beach occupies 1.78 square miles in the northeastern corner of Miami-Dade County, the most populated county in the State of Florida. With an estimated population of 22,348 people, Sunny Isles Beach ranks 15 in population amongst the 34 municipalities in the County. The City is located on a barrier island bounded by the Atlantic Ocean on the east and the Atlantic Intracoastal Waterway on the west and has been developed primarily for residential purposes. The City was incorporated in 1997 and operates under a mayor-commission-manager form of government.

The goal of this LOI is to shortlist qualified real estate developers/restaurant operators for development and operation of a cafe on City-owned property. The City reserves the right to accept or reject any or all proposals, or parts of proposals, to waive any informalities, technicalities or irregularities, to re-advertise this LOI, reject all, or take any similar actions that may be deemed to be in the best interest of the City.

2.2 CONE OF SILENCE:

Potential and actual proposers shall not solicit or otherwise communicate in any manner whatsoever, directly or indirectly, with the City Council, City Manager, evaluation committee members, or City staff, other than Purchasing Division personnel, regarding this RFP from the time of the RFP initial release through the award. The City, in its sole discretion, reserves the right to accept or reject any proposal, in whole or in part, which is in the best interest of the City. Proposals are subject to review and evaluation by the City.

2.3 PURPOSE OF LOI:

The City of Sunny Isles Beach, Florida (the "City"), a municipality located in Miami-Dade County, Florida, seeks to engage with firms (the "Tenant or "firm") interested in participating in the negotiations and planning process of a design-build cafe at 18050 Collins Ave, Sunny Isles Beach, FL 33160, formerly known as Tony Romas. The designated space is estimated to have 822 SF of interior café space, and 1,432 of outdoor space. At a minimum, the Proposer shall provide food service during regularly scheduled operating hours as approved by the City, which may include breakfast, lunch and dinner type service to the general public seven days a week. The selected Proposer shall be responsible for any and all licenses required for delivering such services.

The selected proposer will be responsible for planning in conjunction with the city's Architectural firm as part of the design/renovations of the existing location. The existing location is currently in design to create office space for the City's Bldg. Department in conjunction with a café. The one-story existing structure consists of approximately 7,363 Square Feet of which 822 FT will be dedicated café space, with 1,432 SQ FT outside dining area allowed with 4 feet of accessibility.

Refer to Exhibit "A" for renderings of cafe location. Exhibit A reflects a draft of the square footage and footprint for café and outdoor patio areas only. The design of other area is subject to change. Restrooms are existing and shared with visitors to the Government Center Annex.

The city intends to shortlist respondents to this LOI and issue a formal RFP only to those vendors qualified and shortlisted. The subsequent RFP will contain the lease agreements.

All costs associated with responding to this LOI will be solely at the submitting firm's expense; the City will not pay for any submitted information, or any costs incurred in providing information in response to this LOI. **Not responding to this LOI will preclude participation in any future RFP, if any is issued.** All LOI responses will be public and should not contain any proprietary or confidential information.

2.4 **EXPECTED DELIVERABLES – SUBJECT TO NEGOTIATIONS:**

The City may require the awarded Contractor to:

- Be licensed to operate food and beverage services within the licensed areas.
- The Operator shall obtain and maintain all liquor licenses necessary to provide alcoholic beverage services at the facility (if applicable to the proposed menu).
- Maintain the prescribed levels of insurance, to be established by the City, attached as exhibit "B".
- **Utilities:** Be responsible for all utilities generally provided for the premises such as sewer and water service. Separate metering for water, electric will be provided.
- **Janitorial:** Be responsible for all janitorial services, both interior and exterior, servicing and maintenance of facility, garbage removal service, any telephone, electricity and cable services and all other services awardee obtains for the premises.
- Contractor to provide regular extermination services.
- **Garbage:** Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the use and occupancy of the Premises or out of any operations conducted within or upon the Premises in accordance the highest standards of sanitary practice and at all times in accordance with Applicable Laws. When removing such waste, Tenant shall comply with all Applicable Laws relating to sanitation and waste disposal. Any items shall be kept in suitable garbage and waste receptacles, as approved in writing by Landlord. Tenant shall have the exclusive (non-public) use of a dumpster area at which Tenant shall store its refuse, garbage and waste materials. Tenant shall enclose the dumpster at Tenant's expense, which enclosure shall be erected and maintained in compliance with the City Code of Ordinances. Contractor to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.
- **Odor:** Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smoke or noxious gases or vapors which would constitute a nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operations shall be excepted from this provision, unless same constitutes a legal nuisance or as otherwise prohibited by Applicable Law.
- Contractor to provide consistent hours of operation, in accordance with the City's Code,

to be approved by the City.

- Contractor to provide strong, professional customer service.
- Contractor to provide all food, beverages and supplies, and mechanisms for ordering and receiving and maintaining accounts for food, beverages and supplies.
- Contractor shall meet all Health Department regulations and other applicable laws and regulations in operating the restaurant.
- Operator shall prepare and submit to the City a statement of Gross Revenue earned from its operations and management of the facility for each month of the Agreement, or unless otherwise negotiated.
- Smoking inside and outside of the Premises is strictly prohibited.
- **Noise:** As the café will be adjacent to a Building Department, noise level audio must be lower than what is required by Code. After 5:00 PM Monday – Friday, audio decibels must comply with City Code of Ordinances, Chapter 193 - Noise. The Tenant is responsible for monitoring noise levels with a sound decibel reading device, if necessary.
- **Signage:** The signage for the restaurant shall comply with all City zoning regulations and requirements. All signs posted for events will comply with City Code of Ordinances, Chapter 265, Article IX – Sign Regulations. Monument sign space available.
- **Personnel:** Recruit, train, supervise and employ adequate staff to efficiently operate the restaurant during all normal hours of operation.
- **Security:** Provide adequate security for the Premises and all portions of them for the purposes of protecting persons and property.
- **Parking:** Tenant shall have the non-exclusive right in common with the general public to utilize the City’s municipal parking spaces located in the surface parking lot at the Government Center.
- **Food/Inventory Delivery Trucks:** Food or other delivery trucks shall not cause disruptions to the Premises or cause loud noise. Deliveries must only be permitted between 11:00 PM and 6:00 AM.
- **Food Couriers (e.g. UberEats, Grubhub, etc.):** Food couriers are permitted as long as they do not obstruct the flow of traffic on Collins Avenue or traffic to/from the Government Center, including the driveway and parking lot.
- **Menu:** If proposed menu is changed after contract award, without the City’s written consent, this shall be considered a contractual breach and subject to termination for cause.
- **Permits:** The Contractor shall be required to obtain and maintain all governmental licenses or permits required for the proper and lawful operation of the restaurant and activity carried on in the Premises, including all licenses and permits to operate indoor and outdoor food services and to serve alcohol, if applicable. Licensee shall conform to all licensing and/or permit requirements, regulations and guidelines under the State of Florida Department of Agriculture and Consumer Services Division of Food Safety, and/or the State of Florida Department of Business and Professional Regulation, including, but not limited to the Department of Health, Building and Fire of Miami Dade County, Florida and the Commission of Sunny Isles Beach ordinances and regulations. Such proposer costs associated with regulatory requirements shall be taken into consideration from the proposer, as depicted specifically within the body of the proposal.

SECTION 3
Evaluation Process

3.0 EVALUATION

The evaluation committee intends to evaluate and shortlist firms based on the response from Section 4.

3.1 ORAL PRESENTATIONS

During the evaluation process, the city may, at its discretion, request any one or all Firms to make oral presentations. Such presentations will provide Firms with an opportunity to answer any questions the committee may have on a Firm's proposal. Not all firms may be asked to make such oral presentations. The committee reserves the right to schedule a site visit to the proposed firm's restaurant facility, if feasible. If food is consumed during the visit, each evaluation member will pay out of pocket for their meal.

END OF SECTION

Section 4 Proposal Format

4.0 FORMAT:

LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format.

1. COMPANY INFORMATION:

- Name of Business/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Date Founded
- Home office address and telephone number, and business address.
- List of any prior or pending litigation in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- Proof of insurance
- Email Address
- W9

2. QUALIFICATIONS:

Successful Proposers will be experienced business owners with a proven track record. Interested parties should provide information indicating that they will be able to successfully operate their proposed business as a tenant in the given space. Successful proposer must have financial capital to build out and properly equip the facility to operate it. A résumé of relevant professional experience is required. Additionally, if the proposed business is an expansion of an existing business then provide information relating to existing business (as it compares to size and style of proposed café), or if the proposer is currently operating or has previously operated a similar commercial business.

3. APPROACH / METHODOLOGY / STAFFING:

Proposers should provide a detailed description of their EXISTING business. At a minimum, this description should include the following information:

- Types of products sold/services offered, including sample menu
- Layout of seating areas
- Experience and qualifications of staff and satisfactory record of performance of staff
- Hours of operation.
- Methodology to providing the services requested in this solicitation.
- A description of the proposed motif, décor and equipment.
- Marketing Strategies- describe your marketing plan to attract and retain a large customer base including local residents, nearby/onsite employees, businesses tourist.
- Management Policies and Customer Service Structure.
- Provide the type of cuisine, what meals will be served e.g. breakfast, lunch or dinner and, hours of operation.

- Describe routine procedures for maintaining restaurant standards to the highest level, including, but not limited to cleanliness of the location, cleanliness of fixtures, and the orderly and adequate display of décor and glassware.

Proposers should provide descriptions and visual aids of proposed signage (if any), décor, and proposed layout and styles of furniture. The plan should also include an assessment of the target market and potential competition.

END OF SECTION



REASON FOR "NO BID"

For firms choosing **NOT** to propose on this opportunity, the City appreciates your response using this form.

Please return via email to Purchasing@sibfl.net.

Why did your firm choose not to respond to this opportunity?

Circle all that apply from below list: _____

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.

Other:

ATTACHMENT A
FLOOR PLAN OF EXSISTING BLDG



ATTACHMENT B
INSURANCE REQUIREMENTS



INSURANCE

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence and \$2,000,000 Aggregate for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive Liability policy, without restrictive endorsements, as filed with the Insurance Services office, and must include:

- Premises and Operations
- Independent Contractors
- Products and Completed Operations Hazard
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Contract, including any Hold Harmless and/or Indemnification Agreement
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury and Property Damage Liability
- Primary and Non-contributory Endorsement
- Waiver of Subrogation to the benefit of The City of Sunny Isles Beach
- Additional Insured for The City of Sunny Isles Beach

Business Automobile Liability with minimum limits of One Million (\$1,000,000) per occurrence single limit for Bodily Injury and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership
- Primary and Non-contributory Endorsement
- Waiver of Subrogation to the benefit of The City of Sunny Isles Beach
- Additional Insured for the City of Sunny Isles Beach

Workers' Compensation as required by Florida statute, including a minimum of \$1,000,000 Employers' Liability, including a Waiver of Subrogation to the benefit of The City of Sunny Isles Beach.

\$2,000,000 Umbrella Excess Liability policy over and above and following the format of the designated primary liability coverage forms.

Before starting the Work, the vendor will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The vendor agrees that if any part of the Work under the Contract is sublet, they will require the Sub-vendor(s) to carry insurance as required, and that they will require the Sub-vendor(s) to furnish to them insurance certificates similar to those required by the City in this section.

2.10.1 Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Contractor and must be approved by the City. At the option of the City, either the Contractor shall eliminate or reduce such deductible or the Contractor shall procure a Bond, in a form satisfactory to the City, covering the same.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of Sunny Isles as additional insured.