

# REQUEST FOR PROPOSALS BARBECUE RESTAURANT LEASING AND OPERATIONS 350 NW 8™ STREET, MIAMI, FL, 33136

RFP NUMBER 25-06

ISSUE DATE: August 27, 2025

Non-Mandatory Pre-Submittal Meeting September 12, 2025, at 11:00am At: Restaurant Location 350 NW 8<sup>th</sup> Street Miami, FL 33136

#### RFP SUBMISSION DATE AND TIME:

No later than
October 14, 2025, at 11:00am
At:
The Office of the City Clerk
City of Miami
3500 Pan American Drive
Miami, Florida 33133

DESIGNATED CONTACT
Brian Zeltsman, RA
Director of Architecture and Development

Southeast Overtown/Park West Community Redevelopment Agency 819 NW 2<sup>nd</sup> Ave, 3<sup>rd</sup> Floor Miami, Florida 33136

Phone: 305-679-6827 Email: bzeltsman@miamigov.com Website: www.seopwcra.com



## **TABLE OF CONTENTS**

Public Notice
SECTION 1
IntroductionPg. 4
SECTION 2
Submittal Contents and Criteria for EvaluationPg. 1
SECTION 3
RFP General ConditionsPg. 15
SECTION 4
Evaluation / Selection Process
SECTION 5
RFP Response FormsPg. 23





## PUBLIC NOTICE RFP NO: 25-06

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY

## NOTICE OF DISPOSITION AND REQUEST FOR PROPOSALS – RFP 25-06 - BARBECUE RESTAURANT LEASING AND OPERATIONS 350 NW 8<sup>TH</sup> STREET, MIAMI, FL, 33136

The Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") pursuant to Florida Statute 163.380(3)(a), is declaring its intent to lease property owned by the SEOPW CRA located at 350 NW 8<sup>th</sup> Street, Miami, FL 33136. The SEOPW CRA may lease property for uses in accordance with the 2018 SEOPW CRA Redevelopment Plan Update ("Redevelopment Plan"). The SEOPW CRA is seeking proposals from established restaurateurs, or any persons interested in undertaking the lease and operation of a barbecue restaurant in the Redevelopment Area.

Completed responses must be delivered to the City of Miami - City Clerk's Office, 3500 Pan American Drive, Miami, Florida 33133 no later than 11:00am on October 14, 2025. Any Responses received after the above date and time or delivered to a different address or location will not be considered.

The Redevelopment Plan may be obtained from the SEOPW CRA office at 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136, or from the SEOPW CRA webpage at: <a href="mailto:seopwcra.com">seopwcra.com</a>.

RFP documents may be obtained on or after **August 27, 2025**, from the SEOPW CRA office at 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136, or from the SEOPW CRA webpage at: <a href="mailto:seopwcra.com">seopwcra.com</a>

A non-mandatory pre-submittal meeting will be held at the restaurant location at 350 NW 8<sup>th</sup> Street, Miami, FL 33136 on **September 12, 2025 at 11:00am.** It is the sole responsibility of all proposers to ensure the receipt of any addendum and it is recommended that proposers periodically check the SEOPW CRA webpage for updates and the issuance of addenda.

The SEOPW CRA reserves the right to accept any responses deemed to be in the best interest of the SEOPW CRA, to waive any minor irregularities, omissions, and/or technicalities in any responses, or to reject any or all responses and to re-advertise for new responses as deemed necessary by the SEOPW CRA without notice.

For more information, please contact the SEOPW CRA office at (305) 679-6800.



#### **SECTION 1**

## 1.0: INTRODUCTION

#### 1.1 Invitation

The Southeast Overtown/Park West Community Redevelopment Agency, ("SEOPW CRA") has publicly noticed its intent for disposition by means of a lease of real property and is seeking proposals from established restauranteurs to lease and operate a signature barbecue restaurant within the Historic Overtown neighborhood in Miami, Florida.

## 1.2 Description of Property

The properties consist of 1 restaurant structure on 3 parcels of land ("Property") currently owned by the SEOPW CRA totaling 22,518 square feet, and further described as follows:

Parcel #	Lot Square Footage	Address	Folio #	<b>Current Use</b>
1	17,518 **	350 NW 8 <sup>th</sup> ST	01-0104-070-1060	Restaurant
2	1,250	374 NW 8 <sup>th</sup> ST	01-0104-070-1110	Parking lot
3	3,750	378 NW 8 <sup>th</sup> ST	01-0104-070-1120	Parking lot

<sup>\*\*</sup> The square footage of the restaurant space is: 3,621 square feet.

The Property is being leased in its "AS IS, WITH ALL FAULTS" condition.

The successful proposer will be required to apply for and obtain a Certificate of Use and comply with all applicable codes and ordinances.

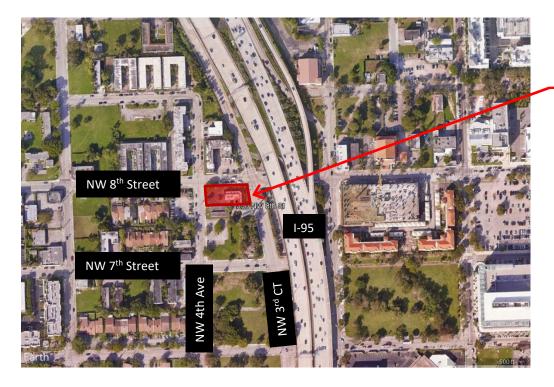
All available information on the referenced property may be obtained from the SEOPW CRA at 819 N.W. 2<sup>nd</sup> Avenue, Miami, Florida 33136. For further information, please contact Brian Zeltsman, SEOPW CRA Director of Architecture and Development, at (305) 679-6827 or <a href="mailto:bzeltsman@miamigov.com">bzeltsman@miamigov.com</a>. All interested parties are encouraged to inspect the Property.





Subject Property and Surrounding Context

(View looking Southeast)



Property Location

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY 819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor | Miami, FL 33136

(305) 679-6800 | www.seopwcra.com | cra@miamigov.com



## 1.3 Background

The SEOPW CRA is a public agency formed under Fla. Stat: 163.330 and is responsible for carrying out community redevelopment activities and projects within the SEOPW CRA Redevelopment Area. The restaurant is located along the West side of Interstate-95 within the Historic Overtown neighborhood and sits opposite the main interstate off-ramp and entrance to the neighborhood at NW 8<sup>th</sup> ST. All efforts undertaken by the SEOPW CRA shall be consistent with the 2018 Redevelopment Plan Update.

The property was once the site of the "People's Bar-B-Que" restaurant which was closed several years ago for improvements, but never re-opened. The SEOPW CRA has invested over \$1.5 million to renovate and improve the restaurant, including the reconstruction of the original BBQ pit cooking area, new kitchen equipment, fixtures, hood system, windows, doors, mechanical, electrical and plumbing systems, exterior façade improvements, and a new roof and covered walkway. The property does have an existing and usable grease trap at the north side.

Selection of the winning Proposer will be done in two parts. A Selection Committee will evaluate and score each response adhering to the scoring and evaluation criteria listed in Section 4. Up to 3 of the highest-ranked Proposers from the initial ranking will then be invited to participate in a public BBQ showcase cook-off where members of the public, will blindly sample dishes prepared by each invited Proposer. The Proposer who wins the cook-off competition will be the winning Proposer of this RFP. See Section 4 for more information.

Subject to the approval of the SEOPW CRA Board of Commissioners, the SEOPW CRA will enter into a lease agreement with the successful Proposer for an initial 5-year term with options for renewal, however specific terms of the lease agreement are to be determined and are negotiable.

Note: The SEOPW CRA as landlord of the property will require the successful Proposer/lease holder to maintain the "People's BBQ" name or include some variation of the "People's" name in a rebranding of the restaurant. In addition, it is the intent of the SEOPW CRA that the new restaurant décor is reflective of the history and culture of Overtown.



## 1.4 Property Photos, Floor Plan, and Existing Conditions

## Exterior Photos:















## **Interior Photos:**





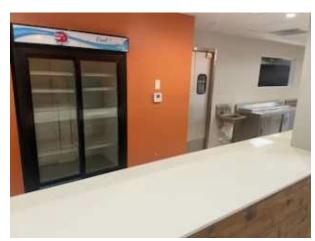




SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY 819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor | Miami, FL 33136

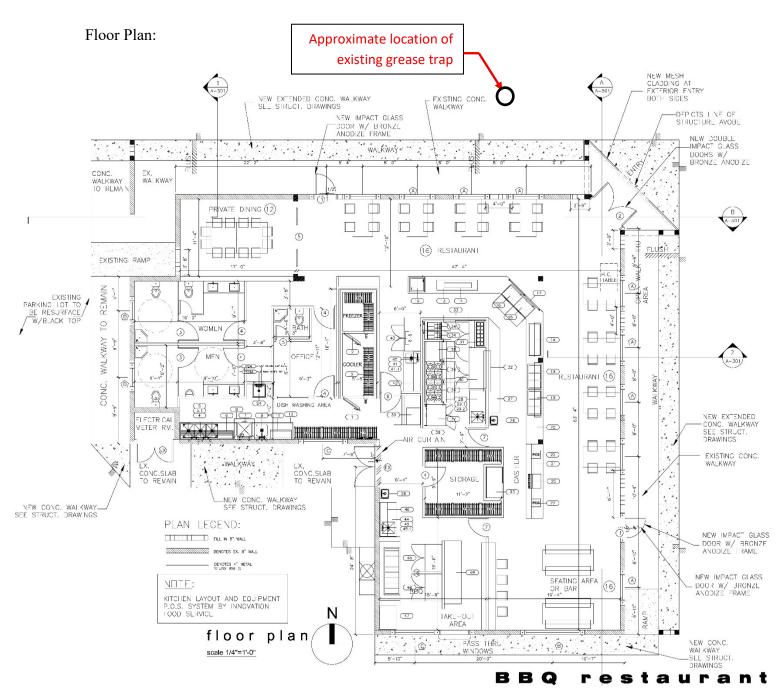












360 NW 8th street miami, florida



#### **SECTION 2**

## 2.0: SUBMITTAL CONTENTS AND CRITERIA FOR EVALUATION

#### 2.1 The Submittal

The goal of this RFP is to select an experienced restauranteur to lease and operate a barbecue restaurant in a manner satisfactory to the local community and the SEOPW CRA. All proposals must be consistent with the Redevelopment Plan and the Master Plan, both of which are available at: seopwcra.com

The proposals should present a comprehensive, well-articulated concept for the successful and profitable operation of the restaurant, complete with supporting documentation to include a restaurant concept, financing plan, proposer's qualifications and experiences, past and current comparable endeavors, and user commitments and local community support. To that end, the following provisions shall be applicable:

## 1. Business Concept and Vision (Maximum 10 Points)

- **Restaurant Concept**: Provide a clear description of the BBQ restaurant concept, including the type of BBQ (e.g., Texas, Memphis, Kansas City, Carolina), cooking methods (e.g., wood-fired, smoker), and overall dining experience.
- **Menu Offering**: Provide a sample BBQ menu that includes appetizers, main dishes (including meats, sides, and sauces), and any unique or signature items (e.g., specialty rubs, homemade sauces).
- **Target Audience**: Identify the target customer demographic (e.g., families, local residents, tourists) and explain how the restaurant will appeal to the community.
- **Thematic Elements**: Outline any themes or branding elements (e.g., rustic, Southern comfort, modern BBQ) that will differentiate the restaurant.
- Cultural Relevance: Referencing Historic Overtown/'Harlem of the South'

## 2. Experience and Qualifications (Maximum 25 Points)

- Owner and Management Experience: Provide a summary of the restaurant ownership and management team, highlighting their relevant experience in the restaurant and BBO industry, including successful ventures.
- Track Record in BBQ or Similar Concepts: Demonstrate experience in BBQ or a similar culinary field with past or current successful operations, showcasing knowledge of BBQ techniques, flavors, and customer service.
- Leadership and Staffing Plan: Detail the qualifications of key team members, including chefs, managers, and service staff. Discuss plans for training, retention, and career development.



## 3. Financial Viability (Maximum 25 Points)

- **Financial Stability**: Provide recent financial statements (e.g., balance sheets, profit & loss statements) showing financial health. Include proof of funds to support the restaurant's startup and operations.
- **Proposed Rent and Lease Terms**: Detail the proposed rent structure (fixed, percentage-based rent, etc.), lease term, and any requested special terms.
- Capital Investment: List the expected investments needed to improve or modify the restaurant (e.g., renovations, specialized BBQ equipment, seating), and provide a timeline for completion and anticipated costs.
- **Financial Projections**: Include financial projections for the first 3 years of operation, including revenue, expenses, profit margins, and break-even point.

## 4. Community Impact and Engagement (Maximum 10 Points)

- Community Revitalization: Explain how the BBQ restaurant will positively impact the local community through job creation, increased foot traffic, and contributing to the neighborhood's cultural or social atmosphere.
- Local Sourcing and Partnerships: Highlight plans to source ingredients from local farms, butchers, or producers, contributing to the local economy and offering a farm-to-table experience.
- Community Involvement: Detail plans for engaging with the surrounding community, such as hosting events, offering catering for local organizations, or partnering with other local businesses.

#### **5. Operations and Management** (Maximum 5 Points)

- **Hours of Operation**: Propose the hours of operation and describe how the BBQ restaurant will maintain a consistent, high-quality experience for customers (e.g., ensuring food is always fresh and hot).
- **Health and Safety Compliance**: Outline how the restaurant will adhere to health regulations, including food safety, sanitation practices, and any special considerations for BBQ cooking methods.
- **Quality Control and Training**: Provide a plan for ensuring food quality, consistency, and customer satisfaction. This may include employee training programs, quality assurance checks, and customer feedback systems.

## 6. Marketing and Branding (Maximum 10 Points)

- **Brand Identity**: Describe the BBQ restaurant's brand, including logo, theme, and how the restaurant will stand out in the local dining scene.
- Cultural Relevance: Incorporation of the "People's" theme and history of the restaurant and neighborhood.



- Online and Social Media Strategy: Outline a digital marketing plan, including the use of social media (Facebook, Instagram) to promote events, menu specials, and community engagement.
- **Promotions and Events**: Share any ideas for special events (e.g., BBQ festivals, live music nights) or promotions (e.g., grand opening offers, loyalty programs) to draw in customers and generate buzz.

## 7. Sustainability and Environmental Practices (Maximum 5 Points)

- Waste Management and Recycling: Explain your approach to waste management and recycling, including how the BBQ restaurant will minimize waste (e.g., composting, reducing single-use plastics).
- **Energy Efficiency**: Provide details on any energy-efficient equipment or practices (e.g., using energy-efficient smokers, LED lighting) to reduce the restaurant's environmental footprint.
- **Sustainable Sourcing**: Highlight any efforts to source ingredients from sustainable or ethical sources, such as locally raised meats, free-range poultry, or humanely raised livestock.

## 8. Technology Integration (Maximum 5 Points)

- **Point of Sale (POS) Systems**: Provide details of the POS system you plan to use to streamline operations, track inventory, and improve customer service.
- Online Ordering and Delivery: Outline any plans for online ordering, delivery services, or partnerships with third-party delivery platforms (e.g., UberEATS, DoorDash).
- **Customer Experience**: Discuss any other technology implementations that will enhance the customer experience (e.g., digital menus, waitlist management systems).

## 9. Tenant Responsibility and Commitment (Maximum 5 Points)

- Maintenance and Care of Premises: Detail the restaurant's commitment to maintaining the premises, ensuring cleanliness, upkeep of common areas, and regular maintenance of BBQ equipment and appliances.
- **Community Involvement**: Show the restaurant's commitment to supporting the community by engaging in local initiatives, sponsoring neighborhood events, or partnering with local organizations.



#### 2.2 Submission Process

Proposer(s) shall submit 1 printed original, 5 printed copies, and 1 copy submitted electronically on a USB drive storage device. All submittals must be on 8 1/2" x 11" paper, neatly typed on one side only, with normal margins, and spacing. Handwritten responses will not be accepted. Said proposal must be submitted in a labeled and sealed envelope and delivered **only** to the following address:

CITY OF MIAMI The Office of the City Clerk 3500 Pan American Drive Miami, Florida 33133

Responses must be clearly marked on the outside of the package referencing:

**RFP NO. 25-06** 

REQUEST FOR PROPOSALS

BARBECUE RESTAURANT LEASING AND OPERATIONS

350 NW 8<sup>TH</sup> STREET, MIAMI, FL, 33136

Responses are due no later than October 14, 2025, at 11:00 a.m.

Note: Submissions will <u>not</u> be accepted at the SEOPW CRA's office, nor any other location. Responses received after, the date and time stated in the RFP will not be accepted and shall be returned unopened to the proposer(s).



#### **SECTION 3**

## 3.0: RFP GENERAL CONDITIONS

#### 3.1 Additional Information or Clarification

Request for additional information or clarifications must be made in writing to designated contact of the SEOPW CRA at the location listed on the cover page of this RFP. Proposer(s) may also email their requests for additional information or clarifications to the attention of the designated contact.

Any request for additional information or clarification must be received in writing **no later than** 5:00 PM on September 26, 2025.

The SEOPW CRA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the response submission date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the proposer's responsibility to assure submission and receipt of all addenda. Prior to submitting the response, the proposer should check the SEOPW CRA webpage, where all addenda will be posted.

## 3.2 Changes / Alterations

The proposer(s) may change or withdraw a response at any time prior to the response submission deadline. All changes or withdrawals shall be in writing. Oral / verbal changes, modifications, or withdrawals will not be recognized and will be disregarded. Written modifications will not be accepted after the response submission deadline. Proposer(s) shall not assign or otherwise transfer their response to another individual or entity.

#### 3.3 Sub-consultants

A sub-consultant is an individual or firm contracted by the proposer or proposer's firm to assist in the performance of services required under this RFP. Sub-consultants are allowed by the SEOPW CRA in the performance of the services delineated within this RFP and shall be paid through proposer or proposer's firm and not paid directly by the SEOPW CRA. The proposer must clearly reflect in its response the major sub-consultants to be utilized in the performance of required services. The SEOPW CRA retains the right to accept or reject any sub-consultant proposed in the response of successful proposer(s) or proposed prior to agreement execution. Any and all liabilities regarding the use of a sub-consultant must be maintained in good standing and approved by the SEOPW CRA throughout the duration of the agreement. Neither the successful proposer(s) nor any of its sub-consultants are considered to be employees or agents of the SEOPW CRA. Failure to list all major sub-consultants and provide the required information may disqualify any proposed sub-consultants from performing work under this RFP.





Proposer(s) shall include in their response the requested sub-consultants information and include all relevant information and include all relevant information required of the proposer(s).

Proposer(s) are expressly prohibited from substituting sub-consultants contained in the response. Such substitution, for any reason, after receipt of the response, and prior to award by the SEOPW CRA, shall result in disqualification of the response from further consideration for award.

#### 3.4 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP should be immediately reported in writing to the SEOPW CRA. Should it be necessary, the SEOPW CRA will issue an addendum clarifying such conflicts or ambiguities.

## 3.5 Disqualification

The SEOPW CRA reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s).

Any response submitted by a proposer(s) who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the SEOPW CRA (including any agency or department of the City of Miami) or where the SEOPW CRA has an open claim against a proposer(s) for monies owed the SEOPW CRA at the time of proposal submission, will be disqualified and shall not be considered for award.

Any proposer(s) who submits in its response any information that is determined by the SEOPW CRA, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

## 3.6 Proposer(s) Expenditures

The proposer(s) understand and agree that any expenditure they make in preparation and submittal of responses or in the performance of any services requested by the SEOPW CRA in connection with the responses to this RFP are exclusively at the expense of the proposer(s). The SEOPW CRA shall not pay or reimburse any expenditure or any other expense incurred by any proposer(s) in preparation of a response and/or anticipation of a contract award and/or to maintain the approved status of the successful proposer(s) if an agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

#### 3.7 Legal Requirements

This RFP is subject to all applicable federal, state, and local laws, codes, ordinances, rules, and regulations that in any manner affect any of the services covered herein. Lack of knowledge by the proposer shall in no way be cause for relief from responsibility.



#### 3.8 Collusion

By submitting a proposal, the proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a proposal for the same services, or with the SEOPW CRA. The proposer certifies that its proposal is fair, without control, collusion, fraud, or other illegal action. The proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The SEOPW CRA will investigate all situations where collusion may have occurred and the SEOPW CRA reserves the right to reject any and all proposal where collusion may have occurred.

## 3.9 Key Personnel

Subsequent to submission of a proposal and prior to award of an agreement, key personnel, or staff shall not be changed. Any changes in key personnel will result in the proposal being rejected and not considered for award.

#### 3.10 SEOPW CRA Reservations

The SEOPW CRA reserves the right, in its sole and absolute discretion, to:

- (1) Cancel this solicitation before the proposal due date and reject any or all proposals after receipt; re-advertise or reissue the solicitation; and extend or otherwise modify deadlines or terms by written addendum;
- (2) Waive non-material irregularities, informalities, and technicalities, request and receive clarifications or additional information, allow correction of non-material errors, and determine proposer responsiveness and responsibility;
- (3) Approve, reject, or direct re-evaluation of the evaluation committee's recommendation, reject all proposals, recommend reissuance of the solicitation, or enter into negotiations as permitted by the Code of the City of Miami, Florida, as amended ("City Code") or other applicable law; and
- (4) Make no award and incur no obligation unless and until an award (if any) is approved as required by Chapter 18, Article III of the City Code and a written agreement is fully executed.

The decision of the SEOPW CRA Board of Commissioners, where applicable, is final.

## 3.11 Public Records

Proposer(s) understand that the public shall have access, at all reasonable times, to all documents and information pertaining to SEOPW CRA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the SEOPW CRA and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the agreement (if awarded) by the SEOPW CRA.



#### 3.12 Insurance

The successful Proposer will be required to obtain and hold the required insurance at the minimum levels listed below throughout the Lease term:

I. Commercial General Liability

Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000
General Aggregate Limit \$2,000,000
Products/Completed Operations \$1,000,000
Personal and Advertising Injury \$1,000,000

## **Endorsements Required**

City of Miami listed as an Additional Insured SEOPWCRA listed as an additional insured Contingent and Contractual Liability Primary Insurance Clause Endorsement Hired and Non-Owned Auto Endorsement

## II. Worker's Compensation

Limits of Liability Statutory-State of Florida Waiver of subrogation

## Employer's Liability

Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

## III. Umbrella Liability

Each Occurrence \$2,000,000 Policy Aggregate \$2,000,000

City of Miami and SEOPWCRA listed as additional insured. Coverage is excess over all liability policies including liquor

## IV. Liquor Liability

Each Occurrence \$1,000,000 Policy Aggregate \$1,000,000 City of Miami and SEOPWCRA listed as additional insured



James D. McQueen Executive Director

## V. Property

Commercial Property Insurance covering the business personal property owned by successful Proposer.

Commercial property insurance shall, at a minimum, cover the perils insured under the ISO Special Causes of Loss Special Form (CP 10 30), or a substitute form providing equivalent coverages written on an All Risk or Direct Physical Loss or Damage, including wind and named storm coverage and hail not to exceed 5% deductible. In addition, the policy should cover time element and flood, if applicable. The amount of insurance shall equal the full estimated replacement cost. The City and SEOPW CRA shall be included as loss payees under the commercial property insurance.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" 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. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates of Insurance can be directed towards the following addresses:

City of Miami Attn: Risk Management 444 S.W. 2nd Avenue Miami, Florida 33130

And

Southeast Overtown/Park West Community Redevelopment Agency 819 N.W. 2nd Avenue, 3rd Floor Miami, Florida 33136



#### **SECTION 4.0**

## 4.0: EVALUATION / SELECTION PROCESS AND CONTRACT AWARD

## **Review for Responsiveness**

Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" proposal is one which meets the requirements of the RFP, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures/attachments as required on each document.

The procedure for response evaluation, selection and award is as follows:

- 1. Solicitation issued:
- 2. Receipt of responses;
- 3. Opening and listing of all responses received;
- 4. SEOPW CRA staff will review each submission for compliance with the submission requirements of the solicitation, including verifying that each submission includes all documents required;
- 5. An Evaluation Selection Committee ("Committee"), appointed by the Executive Director of the SEOPW CRA, comprised of appropriate City and/or SEOPW CRA Staff and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response in accordance with the requirements of this solicitation and based upon the evaluation criteria as specified herein;
- 6. The Committee reserves the right, in its sole discretion, to request Proposers to make oral presentations before the Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Committee and shall be recorded:
- 7. The Committee reserves the right to rank the proposals. The combined total of all Committee members' scores will determine the initial rankings.
- 8. The Committee will forward its initial rankings to the SEOPW CRA Executive Director. This will be Step 1 of the Evaluation/Selection Process.
- 9. The Executive Director will select no less than three (3) of the highest-ranked Proposers unless less than three (3) proposals are received from the initial rankings to participate in an open-to-the-public BBQ showcase cook-off. Upon selection of the three (3) highest-ranked Proposers, unless less than three (3) proposals were received, the SEOPW CRA will issue a notice to all Proposers selected to move onto Step 2. This Notice will include the place, date and time of the BBQ showcase cook-off and specific instructions as to what meats and other dishes they will be required to cook in order to ensure an apples to apples comparison, equipment that Proposers must bring, the quantities for the food items, and any other pertinent requirements such as proof of valid food handling certifications. This will be Step 2 of the Evaluation/Selection Process to determine the Successful Proposer. The Committee will allow members of the public, through a blind taste test, to sample dishes prepared by each selected Proposer and cast a ballot indicating their preferred collection of dishes. The



Committee shall tally the ballots, and the Proposer receiving the most ballots in favor of their overall menu will be considered by the Committee in making its recommendation for award.

- 10. Upon completion of Step 2, the SEOPW CRA shall make its recommendation to the Executive Director requesting the authorization to negotiate. No Proposer(s) shall have any rights against the SEOPW CRA arising from such negotiations thereof;
- 11. The Executive Director reserves the right to reject the recommendation to negotiate, and instruct the Committee to re-evaluate and make another recommendation, or reject all proposals. No Proposer(s) shall have any rights against the SEOPW CRA arising from such termination thereof;
- 12. If the Executive Director accepts the recommendation to negotiate, the SEOPW CRA will negotiate a final Lease Agreement with the Successful Proposer, and submit a recommendation to award a Lease Agreement (s) to the Executive Director; should negotiations fail, the SEOPW CRA reserves the right to terminate negotiations and initiate negotiations with the second Proposer with the second highest votes and so forth until a Lease Agreement is negotiated;
- 13. The Executive Director shall then submit his or her award recommendation and negotiated Lease Agreement(s) to the SEOPW CRA Board for approval. Written notice shall be provided to all Proposers.
- 14. If the Executive Director accepts the award recommendation, the Executive Director's recommendation for award of Lease Agreement will be posted on the SEOPW CRA website.
- 15. After reviewing the Executive Director's recommendation, the SEOPW CRA Board of Commissioners may:
  - 1. Approve the Executive Director's award recommendation and negotiated Lease Agreement(s);
  - 2. Reject all proposals;
  - 3. Reject all proposals and instruct the Executive Director to reissue a solicitation; or
  - 4. Reject all proposals and instruct the Executive Director to enter into competitive negotiations with at least three (3) individuals or firms possessing the ability to perform such services and obtain information from said individuals or firms relating to experience, qualifications and the proposed cost or fee for said services, and make a recommendation to the SEOPW CRA Board.
- 16. The decision of the SEOPW CRA Board of Commissioners shall be final. Written notice of the award shall be given to the Successful Proposer.



All SEOPW CRA Board of Commissioners considerations shall be made at a public meeting, as required by Section 286.011, Florida Statutes. The SEOPW CRA Board of Commissioners shall have the final decision-making authority concerning the selection of a successful proposal for the disposition of SEOPW CRA-owned real property or interest therein.

The factors outlined below shall be applied to all eligible proposals for scoring by the Selection Committee to determine the initial rankings:

EVALUATION CRITERIA FOR INITIAL SCORING	MAXIMUM POINT VALUE
Business Concept and Vision	10
Experience and Qualifications	25
Financial Viability	25
Community Impact and Engagement	10
Operations and Management	5
Marketing and Branding	10
Sustainability and Environmental Practices	5
Technology Integration	5
Tenant Responsibility and Commitment	5
TOTAL POINTS (INITIAL SCORING)	100



James D. McQueen Executive Director

#### **SECTION 5**

## **5.0: RFP RESPONSE FORMS**

#### 5.1. RFP INFORMATION FORM

RFP No. 25-06: REQUEST FOR PROPOSALS -

**BARBECUE RESTAURANT LEASING AND OPERATIONS** 

350 NW 8™ STREET, MIAMI, FL, 33136

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the proposer's firm. Please print the following and sign your name:

Firm's Name		
Principal Business Address		
Telephone		
Fax		
E-mail address		
Name		
Title		
Authorized Signature		



James D. McQueen Executive Director

#### **SECTION 5**

## **5.0: RFP RESPONSE FORMS**

#### 5.1a. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS FORM

RFP No. 25-06: REQUEST FOR PROPOSALS -

**BARBECUE RESTAURANT LEASING AND OPERATIONS** 

350 NW 8<sup>™</sup> STREET, MIAMI, FL, 33136

I acknowledge the receipt and have familiarized myself with all addendums for this RFP, and certify that I am authorized to sign for the proposer's firm. Any and all addendums can be found on the SEOPW CRA website by the Response Submission Date. Please print the following and sign your name:

Firm's Name
Principal Business Address
Telephone
-ax
E-mail address
Name
Fitle
Authorized Signature



James D. McQueen Executive Director

5.2.1	CERTIFICATE OF A	AUTHORITY
	(IF CORPORA	ATION)
STATE OF	)	
	) SS:	
COUNTY OF	)	
I HEREBY CERTIFY th	nat a meeting of the Board of Directo	ors of
		, a corporation existing under the laws of
the State of	, held on	, 20, and the following resolution
was duly passed and a	dopted:	
"RESOLVED, that,	, as	of the Corporation, be and
		, 20, for submission to
		elopment Agency; and this Corporation and the
execution on its behalf	thereof, attested by the Secretary	of the Corporation, and with the Corporate Seal
affixed, shall be the offi	cial act and deed of this Corporation	n."
I further certify that said	d resolution is now in full force and e	effect.
IN WITNESS WHERE	OF, I have hereunto set my hand ar	nd affixed the official seal of the corporation this
, day of	, 20	
Secretary:		
(SEAL)		





#### **CERTIFICATE OF AUTHORITY** 5.2.2

(IF PARTNERSHIP)

STATE OF	)			
	) SS:			
COUNTY OF	)			
I HEREBY CERTIFY tha	_			
				and existing under the
laws of the State of _			on	, 20, the
following resolution was	s duly passed and add	opted:		
"RESOLVED, that,		, as		of the Partnership, be
and is hereby authorized	d to execute the Respo	onse dated,	20	, for submission to
the Southeast Overtow				
execution on its behalf,	attested by the			
	shall be the offi	cial act and deed of	this Partnership."	
I further certify that said	resolution is now in fu	ll force and effect.		
IN WITNESS WHEREO	F, I have hereunto set	my hand this	_ day of	, 20
Secretary:				
(SEAL)				





## 5.2.3 CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STA	ATE OF		)									
			)	SS:								
СО	UNTY OF		)									
I HE	EREBY CERT	ΓΙFY that a me	etin	g of the	Principals o	f the _						
org	anized and ex	xisting under t	he la	aws of th	ne State of _							,
held	d on				, 20	,	the fo	ollowing	resolution	was duly p	assed	and
ado	pted:											
"RE	SOLVED, the	at						as			of the .	Joint
Ver	nture be and i	s hereby auth	orize	ed to exe	ecute the Re	espon	se dat	ed,			20	, for
sub	mission to the	e Southeast C	vert	own / P	ark West Co	ommu	nity R	edevelo	pment Age	ency, as ar	ı officia	l act
and	I deed of this	Joint Venture.	"									
l fui	rther certify th	at said resolu	tion	is now i	n full force a	nd eff	ect.					
IN	WITNESS	WHEREOF,	ı	have	hereunto	set	my	hand	this		day	of
		, 20_		·								
Sec	cretary:	-1		· · · · · · · · · · · · · · · · · · ·								
(SE	EAL)											





## 5.2.4 CERTIFICATE OF AUTHORITY

(IF INDIVIDUAL)

STATE OF	)						
	)	SS:					
COUNTY OF	)						
I HEREBY CERTIFY	′ that as an	ı individual,	I				
				(Name of I			
	and a	ıs a d/b/a (c	doing busine	ess as)			
		<b></b>				(if applicab	ole)
		exi	ist under the	e laws of the	State of Flo	rida.	
"RESOLVED, that,	as an indi	ividual and,	/or d/b/a (if	f applicable)	, is hereby	authorized to	execute the
Response dated,		,	20, fc	or submission	n to the Sout	theast Overtow	/n / Park Wes
Community Redevel	opment Ag	jency, as ar	n individual	and/or a goir	ng business	concern with	the a fictitious
name,	(if a	ipplicable) a	and that my	execution the	ereof, attest	ted by a Notary	y Public of the
State, shall be the of	ficial act ar	nd deed of t	this attestati	ion."			
I further certify that s	aid resolut	ion is now i	n full force a	and effect.			
IN WITNESS WHER	REOF, I ha	ve hereunto , 20	o set my ha _·	and affixe	ed the offici	al seal of Nota	ary Public this
NOTARY PUBLIC:							
Commission No.:							
I personally know th	ne individua	al/do not kn	ow the indiv	vidual (Please	e Circle)		
Driver's License #_							
(SEAL)							



#### 5.3 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 SEOPW CRA shall have the authority to debar a contractual party for the causes listed below from consideration for award of SEOPW CRA contracts. The debarment shall be for a period of not fewer than three (3) years. The SEOPW CRA shall also have the authority to suspend a Proposer from consideration for award of SEOPW CRA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Proposer shall be exercised in accordance with regulations, which shall be issued by the SEOPW CRA after approval by the SEOPW CRA Board of Commissioners.

- (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 responses.
  - 4. Violation of contract provisions, which are regarded by the SEOPW CRA 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.
  - 7. Any other cause judged by the SEOPW CRA to be so serious and compelling as to affect the responsibility of the contractual party performing SEOPW CRA contracts.



James D. McQueen Executive Director

## (c) Certification:

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

Company Name:	:	
Signature:		
Date:		





## FORM 'A'

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted.

1.	Name of	joint venture:									
2.	Address	Address of joint venture:									
3.	Telephon	Telephone number:									
4.	List the fi	rms/entities/individuals that comprise the joint venture:									
•		y name and firm, those individuals (and their titles) who are responsible agement and policy decision making, including, but not limited to, those for:									
	(a) Finan	cial decisions:									
	(b) Mana	gement decisions, such as:									
	(i)	Estimating:									
	(ii)	Marketing and sales:									
	(iii)	Hiring/firing of management and non-management personnel:									
	(iv)	Purchasing of major items or supplies:									
	(v)	Supervision of field operations:									

Joint Ventures:



James D. McQueen Executive Director

## FORM 'A' (Continued)

**NOTE:** If, after filing this form and before the completion of the joint venture's work on the project, there is any significant change in the information submitted, the joint venture must inform the SEOPW CRA in writing.

The following Affidavit was must completed by the principal of each party participating in the joint venture.

## **AFFIDAVIT**

"The undersigned swears or affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each member of the joint venture in the undertaking. Further, the undersigned covenants and agrees to provide to the Southeast Overtown/Park West Community Redevelopment Agency, ("SEOPW CRA") current, complete, and accurate information regarding work performed by the joint venture in connection with the Project and any proposed changes regarding any member of the joint venture relevant to the joint venture. Any material misrepresentation will be grounds for terminating the Agreement between the SEOPW CRA and the joint venture which may be awarded for the project.

Name of Firm/Entity/Individual:	
Signature:	
Printed Name of Signatory:	
Title of Signatory:	
Date:	
Name of Firm/Entity/Individual:	
Signature:	
Printed Name of Signatory:	
Title of Signatory:	
Date:	
Name of Firm/Entity/Individual:	
Signature:	
Printed Name of Signatory:	
Title of Signatory:	
Date:	