



REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR THE LONG-TERM MANAGEMENT AND OPERATIONS
OF A CITY-OWNED FACILITY AT 997 NORTH GREENWAY DRIVE
ALSO KNOWN AS

"THE COUNTRY CLUB OF CORAL GABLES"

CITY OF CORAL GABLES, FLORIDA

June 10, 2008

CITY OF CORAL GABLES COMMISSION

Don Slesnick, Mayor

William H. Kerdyk, Jr., Vice Mayor

Maria Anderson, Commissioner

Rafael "Ralph" Cabrera, Jr., Commissioner

Wayne "Chip" Withers, Commissioner

David L. Brown, City Manager

Elizabeth M. Hernandez, City Attorney

Walter Foeman, City Clerk

Submissions are due at 2:00 P.M. on Thursday, July 31, 2008
at:

Office of the City Clerk

City of Coral Gables

405 Biltmore Way

P.O. Box 141549

Coral Gables, FL 33114-1549

All proposal submission packages should be clearly marked

"THE COUNTRY CLUB OF CORAL GABLES"

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY THE US MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

TABLE OF CONTENTS

Page

PUBLIC NOTICE	
I. OFFERING SUMMARY AND PROCEDURES	
A. SUMMARY	
1. THE OFFERING	
2. THE FACILITIES	
3. LOCATION MAP	
B. DESIRED DEVELOPMENT	
C. PROJECT OBJECTIVES/DEFINITIONAL STANDARDS OF SERVICE	
D. DISPOSITION TERMS	
E. DISPOSITION PROCESS	
F. SCHEDULE	
G. RFP AVAILABILITY	
H. PROPOSAL SUBMISSION	
I. PRE-PROPOSAL CONFERENCE	
J. QUESTIONS TO BE REQUESTED IN WRITING	
K. ADDITIONAL INFORMATION / ADDENDA	
L. MODIFIED PROPOSALS	
M. WITHDRAWAL OF PROPOSALS	
N. LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	
O. RFP POSTPONEMENT / CANCELLATION	
P. COSTS INCURRED BY PROPOSERS	
Q. EXCEPTIONS TO THE RFP	
R. PUBLIC RECORDS	
S. NEGOTIATIONS	
T. NO LOCAL PREFERENCE	

U. RULES, REGULATIONS, LICENSING REQUIREMENTS	
V. REVIEW OF PROPOSALS FOR RESPONSIVENESS	
W. DISCRIMINATION PROHIBITED	
X. ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE COSTS	
Y. PUBLIC ENTITY CRIMES	
Z. PRE-AWARD SURVEY	
II. PROPOSAL FORMAT	
(Due Thursday, July 31, 2008, at 2:00 p.m.)	
A. COVER PAGE	
B. TABLE OF CONTENTS.....	
C. MANAGEMENT PLAN	
D. BENEFITS TO COMMUNITY, RELATIONSHIP TO NEIGHBORHOOD	
E. FINANCIAL PROPOSAL	
F. STATEMENT OF PROPOSER'S QUALIFICATIONS	
G. DEPOSIT.....	
H. REQUIRED FORMS.....	
1) Proposer's Statement of Qualifications and Business References	
2) Financial Proposal	
3) Non-Collusive Affidavit	
Signature Page options	
III. EVALUATION / SELECTION PROCESS.....	
A. SELECTION PROCESS.....	
B. NEGOTIATION PROCESS	
IV. GENERAL PROVISIONS	
A. DEVELOPMENT COSTS	
B. PROPERTY TAXES.....	
C. PERMITS AND APPROVALS	
D. INDEMNIFICATION.....	
E. INSURANCE REQUIREMENTS	
F. LEASE/CONTRACT AWARD	
G. LEASE/CONTRACT TERM.....	

H. SUBORDINATION	
APPENDIX A – OTHER FACILITIES WHICH MAY BE AVAILABLE.....	
APPENDIX B - OTHER MATERIALS AVAILABLE.....	

DRAFT

**PUBLIC NOTICE: REQUEST FOR PROPOSALS TO LEASE
THE COUNTRY CLUB OF CORAL GABLES AND RELATED FACILITIES**

City of Coral Gables, Florida

The City of Coral Gables invites interested parties to submit qualifications and proposals for the long-term management and operations of a City-owned facility located at 997 North Greenway Drive also known as "The Country Club of Coral Gables". Submittals may also include proposals to provide professional golf course management services for the City-owned 9-hole golf course across the street from the Country Club and/or management of the nearby tennis courts when done in combination with a proposal to manage the Club facility.

All proposals must be submitted in accordance with the Request for Development Proposals document which may be obtained from the City of Coral Gables Development Department, 95 Merrick Way, Suite 450, Coral Gables, FL 33134 (305-460-5311). This document contains detailed and specific information regarding the facilities being offered for management, the City's goals with respect to the operations, and the process for operator selection.

There will be a pre-submission information meeting at the facility (997 North Greenway Drive, enter through the Alhambra entrance), on Wednesday, June 25, 2008, at 2:00 p.m. Interested parties will be given the opportunity to ask pertinent questions of City representatives concerning the facilities and submission requirements. Immediately after the information meeting, the facilities will be available for inspection. Potential proposers may also set up an additional, individual walk thru inspection by coordinating through the Development Department at 305.460.5311. This separate walk-thru will not be to answer questions but to allow individual teams to examine the space separate from their potential competitors.

An unbound one-sided original and twelve (12) bound (a total of 13) copies of the proposal in an 8-½" x 11" format must be sealed and delivered to the Office of the City Clerk, 405 Biltmore Way, P.O. Box 141549, Coral Gables, Florida 33114-1549, on or before Thursday, July 31, 2008, at 2:00 p.m. Immediately after, all sealed proposals received will be publicly opened and forwarded to the City Manager's Office for review and evaluation. Selected proposers will be invited to make presentations.

The City of Coral Gables reserves the right to accept any proposal deemed to be in the best interest of the City, to waive any irregularities in any proposal, or to reject any and/or all proposals and to re-advertise for new proposals. Any proposal deemed by the City to not meet the basic criteria of the Request for Proposals shall be rejected prior to the evaluation process. In evaluating each proposal, the City and its representatives shall consider, but not be limited to: the proposer's experience and qualifications in operating the uses contemplated; the proposer's financial qualifications and strength; likely financial return to the City; the likely market and economic viability of the proposed concept; the ability to give consideration to Coral Gables' residents and former club members; and the appropriateness of the proposed uses relative to the immediate area and the City of Coral Gables generally.

David L. Brown
City Manager
City of Coral Gables

I. OFFERING SUMMARY AND PROCEDURES

A. SUMMARY

1. The Offering

The City of Coral Gables is extending invitations to qualified managers and operators with demonstrated experience in operating facilities like those found at 997 North Greenway Drive which include banquet facilities, restaurant and club dining (with full liquor license), meeting spaces, and recreational amenities (small spa, fitness center, outdoor swimming pool, etc.). Submittals must also include demonstrated experience in golf course management or tennis court facilities if these components are included in the submittal. No request to manage the golf course and/or the tennis courts will be considered separate and independent from the request to manage the facilities found at 997 North Greenway Drive. Proposals may include components to be subleased but any agreement with the City of Coral Gables will only be with one master lessee.

2. The Facilities

The Country Club of Coral Gables was first constructed in 1924 as a pivotal social component to City Founder George Merrick's "Mediterranean Riviera" and City Beautiful. The building is two stories and is over 38,000 sq feet. Situated on a 140,000 square foot parcel in the heart of a prized historic residential district, the Club is across from the Granada Golf Course, the oldest operating 9 hole golf course in the State of Florida. Southwest of the facility (and located on the edge of the Golf Course near the intersection of Granada Blvd and South Greenway Drive) is a six (6) Har-Tru clay court Tennis Facility. Proposers will have the option of including the golf course and the tennis courts in their operations proposal provided strong and use-specific experience is demonstrated, and pricing/priority considerations are envisioned for City of Coral Gables' residents and prior club members. The successful proposer would be responsible for operating and maintaining the facilities.

3. Location Map of the Offered Facilities

DRAFT

B. DESIRED DEVELOPMENT

While the facility has historically operated as a private social club with for-rent banquet facilities, the City will consider all credible proposals that seek to operate the facility and the accessory uses in a first-class manner as a community asset in reputation and return. Long-term financial and programmatic stability, exceptional operational and customer service reputation, attentive and ongoing maintenance of the physical plant, and _____ are important objectives expected to be accomplished by the successful proposer. Proposals that seek to change zoning or land use for the property, that fail to recognize and protect the historic nature of the building, and/or that are insensitive to the tranquil residential neighborhood, will not be considered.

C. PROJECT OBJECTIVES/DEFINITIONAL STANDARDS OF SERVICE

The City's goals for management of the facilities specified in this proposal are:

- 1) To provide a high level of service for the facility operations and grounds that meets the needs of an identified market while also serving the Coral Gables community.
- 2) To foster an environment and reputation that will contribute to the quality of life for the Coral Gables community
- 3) To maintain or enhance the existing physical plant
- 4) To generate long-term sources of income for the City

D. DISPOSITION TERMS

The City will consider proposals to lease the facility on a long-term basis (up to twenty years, plus options). The land lease must be unsubordinated to project financing. Although a minimum guaranteed base rent has been established in the RFP, participation arrangements that allow City to share in potential financial upside are expected.

It is understood that "for profit" entities will be subject to, and responsible for, real estate taxes, assessments and any other taxes or charges incurred because of the "for profit" status of the proposer.

The City will be negotiate with the successful proposer on matters related to the funding of certain capital improvements which may become necessary during the term of the lease however the successful proposer will be responsible for maintaining the facility in excellent condition. Included in the facility are fixtures and furnishings that are available to the successful proposer for use provided they remain on-site and are returned to the City in the same condition received, except for normal wear and tear, at the end of the lease term (or at time of lease termination, if earlier). A full inventory of the furnishings and fixtures is being prepared and will be distributed to those that have picked up official, numbered, copies of this RFP from the City of Coral Gables Development Department.

E. DISPOSITION PROCESS

Upon receipt and evaluation of the proposals, the City will determine which proposers to invite to make presentations. In evaluating each proposal, the City and its representatives shall consider, but not be limited to, the proposer's experience, qualifications, and reputation in the management of the specialized facilities proposed in this Request for Proposals; capabilities of the management team as they relate to

the uses and operations contemplated in the proposal submitted; the proposer's financial qualifications and strength; and likely financial return to the City from lease revenues, real estate taxes and any other significant fiscal revenues directly generated by the project; the consideration given to Coral Gables residents and previous club members; the likely market and economic viability of the proposed project concept and the appropriateness of the proposed uses given the tranquil residential neighborhood and City zoning regulations for the site. Proposers should be careful to follow the procedures outlined in Section II. Proposal Format, included in this RFP.

The City has retained real estate advisors to assist in the review of all proposals received, to insure that only the most qualified are presented to the City for serious consideration. City staff and consultants, together, will identify a shortlist of proposals to be presented to a City Evaluation Committee which will hear presentations and select a preferred operator and rank alternate operators. The Evaluation Committee will present their recommendation and consultant findings to the City Manager who will forward a report to the City Commission (see Article III: Evaluation/Selection Process). The City Commission, after reviewing the report, will select the most qualified and instruct the City Manager to enter into negotiations with the City Commission's top-ranked proposer for a limited duration. If an agreement cannot be reached with this party, the City has the right to terminate the effort or to proceed to the second-ranked developer, and so on until an acceptable agreement has been reached.

Submission of proposals shall be accompanied by a cashier's check for \$7,500.00, made payable to the City of Coral Gables. This shall be refunded to unsuccessful proposers but shall be nonrefundable to the successful proposer to help offset the actual costs incurred or to be incurred by the City in evaluating responses and negotiating an agreement.

F. SCHEDULE

The anticipated scheduling of the RFP process is as follows:

RFP advertised & available for distribution	Tuesday, June 10, 2008
Pre-submission conference and site tour	Wednesday, June 25, 2008, at 2:00 p.m.
Deadline for receipt of questions	Wednesday, July 9, 2008, at 5:00 p.m.
Proposals due	Thursday, July 31, 2008 at 2:00 p.m.
Interviews of developers	Week of August 25, 2008
Evaluation Committee recommendations finalized	Week of September 2, 2008
Recommendations to City Commission	Tuesday, September 9, 2008
Negotiation with preferred developers	Upon approval of Commission

G. RFP AVAILABILITY

Additional copies of the RFP can be obtained from the City of Coral Gables Development Department, 95 Merrick Way, Suite 450, Coral Gables, FL 33134. To request the RFP through the United States Postal Service, mail your request with the following information: the RFP title, the name of your firm's contact

person, your firm's name, complete address to be mailed to, telephone number, fax number, and email address. While there is no charge for the first copy of the RFP, additional copies are available at a cost of \$15.00, payable with a check or money order made to City of Coral Gables.

Proposers who obtain copies of this RFP from sources other than the Coral Gables Development Department risk the potential of not receiving addenda, as their names will not be included on the list of firms participating in the process for this particular RFP. Such proposers are solely responsible for those risks.

H. PROPOSAL SUBMISSION

An unbound one-sided original and twelve (12) bound copies (a total of 13) of the complete proposal must be received by the deadline for receipt of proposals specified in the RFP schedule. The proposal must be submitted on 8-½" x 11" paper in a sealed envelope or container, stating on the outside the Proposer's name and the RFP title to:

Office of the City Clerk
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

Hand-carried proposals may be delivered prior to the deadline to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the City. The deadline is Thursday, July 31, 2008 at 2:00 p.m.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The Proposer must affix its company's corporate seal to the proposal or, in the absence of a corporate seal, the proposals must be notarized by a Notary Public.

The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to undertake the project described, including the rents and additional compensation quoted in the proposal.

I. PRE-PROPOSAL CONFERENCE

A pre-proposal conference and walk-thru has been scheduled for Wednesday, June 25, 2008 at 2:00 p.m., at 997 North Greenway Drive, Coral Gables, FL 33134. (Please park and enter from the Alhambra entrance.) Attendance at the pre-proposal conference is strongly recommended but not mandatory. Proposers are encouraged to submit written questions to the Development Director in advance of the pre-proposal conference. Additional walk-thrus of the facilities may be arranged by contacting the Development Department. No questions will be answered at the additional walkthrough, it is provided simply as a courtesy so that team members may "think out loud" apart from competing teams.

J. QUESTIONS TO BE REQUESTED IN WRITING

Any questions, explanations or other requests for information desired by the Proposer(s) regarding this RFP must be requested in writing to Catherine Swanson-Rivenbark, AICP, CECd, Development Director, City of Coral Gables, 95 Merrick Way, Suite 450, Coral Gables, FL 33134. No other professional staff member, consultant, or official is authorized to respond on the City's behalf. Requests may also be made to Ms. Swanson-Rivenbark via fax to 305-445-9623 or via email to cdorrel@coralgables.com

Additionally, the Proposer must file a copy of all written communications with the Office of the City Clerk, Coral Gables City Hall, 405 Biltmore Way, Coral Gables, FL 33134. Among other penalties, violation of these provisions by any particular Proposer shall render any RFP award to said Proposer voidable.

K. ADDITIONAL INFORMATION / ADDENDA

Requests for additional information or clarifications must be made in writing and received by the Development Department, in accordance with Section J, no later than the deadline for receipt of questions specified in the RFP Timetable. The request must contain the RFP title, Proposer's name, address, phone number, fax number and email address. Information requests should be addressed to: Cathy Swanson-Rivenbark, AICP, CEcD, Development Director, City of Coral Gables, 95 Merrick Way, Suite 450, Coral Gables, FL 33134.

Electronic facsimiles requesting additional information will be received by the Development Department at the following fax number: 305-445-9623. Facsimiles must include, at a minimum, the RFP title, Proposer's name, address, number of pages transmitted, telephone and fax numbers and email address.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due 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 or by the City's representatives at the pre-proposal conference. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer may wish to verify with the Development Director prior to submitting a proposal that all addenda have been received.

Proposers who obtain copies of RFPs from sources other than the City of Coral Gables Development Department take the risk of not receiving addenda. Such Proposers are solely responsible for those risks.

L. MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The City will only consider the latest version of the proposal.

M. WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the Development Director, prior to the Proposal Due Date or upon the expiration of 180 calendar days after the opening of proposals.

N. LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of

withdrawal received either after the Proposal Due Date, or after lease award, whichever is applicable, are late and will not be considered.

O. RFP POSTPONEMENT / CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

P. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Proposer. No payment will be made by the City for any responses received, nor for any other effort required of, or made by the Proposer prior to commencement of work as defined by a lease approved by the Coral Gables City Commission.

Q. EXCEPTIONS TO THE RFP

Proposers may take exception to any of the terms of this RFP unless the RFP specifically states when exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions.

All exceptions shall be referenced by utilizing the corresponding section, paragraph, and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Proposer will accept all terms and conditions.

R. PUBLIC RECORDS

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, the "Public Records Law."

S. NEGOTIATIONS

The City may award a lease on the basis of initial offers received in the proposal, without discussions. Therefore, each offer should contain the proposer's best terms from a monetary and technical standpoint.

The City reserves the right to enter into lease negotiations with the selected Proposer(s). If the City and the selected Proposer cannot negotiate a successful lease, the City may terminate said negotiations and may, at the City's option, begin negotiations with another selected Proposer. This process may continue until a lease has been executed or all selected Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

T. NO LOCAL PREFERENCE

There is no local preference in this RFP process, although local presence and experience as they may indicate an ability to excel in operations, management, and marketing may be considered.

U. RULES, REGULATIONS, LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances, and regulations applicable to the operation contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the proposed development, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes, and any and all other local, state, and federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

V. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, demonstrates extensive and comparable experience based on the uses proposed, respects current zoning and land use regulations, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, has the appropriate signatures as required on each document and includes the specified deposit in form of a cashier's check. Failure to comply with these requirements will deem your proposal non-responsive.

W. DISCRIMINATION PROHIBITED

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract covered by this part, on the grounds of race, color, national origin or sex.

X. ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this RFP, Proposers must contact the Development Department at 305-460-5311.

Y. PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, 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 for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit 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 F.S. 287.017 or CATEGORY TWO for a period of 36 months from the date placed on the convicted vendor list.

Z. PRE-AWARD SURVEY

After proposal receipt and prior to contract award(s), the City reserves the right to perform, or to have performed, an on-site survey of the Proposer's facilities and/or any projects referenced in the RFP as proof of experience. This survey shall serve to verify the data and representations submitted, and to determine that the Proposer has the overall management and financial capability adequate to meet the proposed service and other requirements.

Should the City determine that the size or nature of the Proposer's facilities or the number or experience of its personnel are not reasonably adequate to ensure successful contract performance, the City has the right to reject the proposal.

DRAFT

II. PROPOSAL FORMAT

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed project. One unbound original and twelve (12) bound copies (a total of 13) copies are required.

A. COVER PAGE

The cover Page should include the following information.

Title of RFP
Proposer/Name of Firm
Business Address
Telephone number
Fax number
Email address
Contact Person

Any further correspondence by the City to the Proposer, for the purposes of this RFP, will be addressed to the Proposer's "Contact Person" at the address, phone number, fax number and/or email address submitted by the Proposer in this section.

B. TABLE OF CONTENTS

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

C. MANAGEMENT PLAN

A management plan detailing proposed plan of operating the facilities (and accessory uses if applicable), including a floor plan, proposed uses, and envisioned pricing, including:

- 1) Schedule of Performance for project implementation including refurbishment, marketing, programming, and training. The Schedule should recognize the City's desire to reopen the facility expeditiously. To facilitate comparative evaluation by the City, proposers should assume an executed lease agreement as of December 1, 2008;
- 2) A description of the proposing organization's approach to maintaining and managing the proposed facility (and accessory uses if applicable);
- 3) Financial pro forma and cash flow analysis detailing projected gross income, expenses and net cash flow for ten years of operation beginning upon project completion;

- 4) Appropriate market studies.
- 5) A leasing/marketing plan which would include consideration for Coral Gables residents and prior Club members.

D. BENEFITS TO THE COMMUNITY, RELATIONSHIP TO THE NEIGHBORHOOD

In this section, Proposers should demonstrate how the proposed development concept and uses will enhance and contribute to the quality of life for the Coral Gables community while not intruding on the immediate neighborhood. Examples of similarly-situated projects, operations protocols, and other elements that will insure a positive benefit to the community, and the neighborhood, should be emphasized.

E. FINANCIAL PROPOSAL

Proposals must contain an offer to lease the facility. The Proposer's offer shall be submitted on the "Financial Proposal" form provided later in this RFP, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the Proposer wishes to submit an alternate financial proposal, the Proposer must first submit the financial proposal in accordance with the required form, and then include a separate alternate financial proposal. Proposers who do not submit the financial proposal in accordance with said form will not be considered to have responded to this element.

Financial Proposals must include an offer of Minimum Guaranteed Rent and are encouraged to include an offer of Participation Rent. These are defined as follows:

- 1) Minimum Guaranteed Rent - The annual rent that the Proposer offers to pay to the City for the first year of the lease and each subsequent year of the initial lease term a minimum of \$360,000 per annum, which should escalate over time based upon the Consumer Price Index or other mutually agreed-upon method of adjustment. Payment for the first two months shall be due and payable upon execution of the lease agreement by both parties. A separate, additional rent should be proposed for those submittals that wish to incorporate the golf course and tennis courts in their proposals.
- 2) Participation Rent – In addition to the Minimum Base Rent, Proposers are expected to provide a Percentage Rent based on a percentage of the facility's annual gross income generated on or off property (and on the accessory properties where applicable).
- 3) Other Financial Benefits - Proposals shall also include a description and estimation of all other significant financial benefits to be derived by the City from the proposed project. This includes financial benefits to the City other than direct payments such as increase in tax base and in-kind services such as provision of maintenance and security services.

Proposals must include an explanation of the rationale employed in determining the proposed Minimum Guaranteed Rent and Participation Rent. All proposals must be based on providing the City a fair market, arms length, mutually beneficial economic return for the lease of the City's property. The City reserves the right to reject any proposal which, in the City's sole judgment, does not offer adequate compensation for the property interest being offered in this RFP.

F. STATEMENT OF PROPOSER'S QUALIFICATIONS

Proposals shall include information regarding the Proposer's ability to finance and manage the proposed project. This shall include a thorough description of prior experience, organizational structure, qualifications of key personnel, financial capabilities and approach to managing the facilities.

Proposers must supply, at a minimum, the following information:

- 1) Number of years the Proposer has been in the business of providing and operating the types of services proposed, the number of employees, and the primary markets served;
- 2) Description of proposing organization's history, legal structure and facility management experience, qualifications and understanding of the requirements. Include a copy of all appropriate licenses. Attach the qualifications of the management team to be assigned to this project and include the names of the representative(s) authorized to act on the Proposer's behalf;
- 3) Description of proposing organization's management experience related to operating the types of uses and programming proposed in the response, marketing expertise, experience operating facilities in residential settings, and other relevant information. Attach the qualifications of the marketing and management teams to be assigned to this project;
- 4) Description of the Proposer's financial capability to finance the start-up and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years;

The nature of this information provided in the proposal is at the discretion of the proposer. The Proposer is encouraged to provide the maximum level of information that, along with the Proposer's track record, will enable the City to evaluate financial capability. However, the City recognizes the sensitivity of some Proposers to revealing this information in a public process, particularly at an early stage. Prior to award of a lease to proposer, the proposer shall be required to submit audited financial statements to the City or its representatives for review;

- 5) A summary of any litigation filed by or against Proposer in the past five (5) years involving any governmental entity, providing the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
- 6) A list of at least three (3) current and/or former references pertaining to similar past projects, including contact name, address, telephone number, fax number, and email address for each.

G. DEPOSIT

The proposal must include a deposit in the form of a cashier's check for \$7,500. This will be refunded to unsuccessful proposers and not refunded to the successful proposer and applied to costs incurred by the City in order to offset costs associated with this solicitation.

H. REQUIRED FORMS

1) Proposer's Statement of Qualifications and Business References

NAME OF PROPOSER _____

PRINCIPAL OFFICE _____
(Street Address or P.O. Box)

(City) (State) (Zip)

(Area Code) (Telephone Number) (Fax Number) (Email)

1. Are you licensed to do business in Florida? YES () NO ()

License No. _____ Classification _____

Are you an individual _____, a partnership _____, a corporation _____, a joint venture or _____ other?
(Check as applicable, if other please elaborate _____)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and, if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venturer.

For questions 2 through 9, please provide the requested information for the Proposer, or, if appropriate, its major affiliates, partners, and/or parent company.

2. How many years has your organization been in business under your present business name?
_____ years.

3. How many years of experience has your organization had in developments similar to what is being proposed in this proposal? _____ years.

4. Give the names and locations of similar (to that being proposed) projects managed by the Proposer during the last five (5) years (please include type of project, relevant dates, and total cost):

5. List below financial institutions and surety companies for reference as to the financial responsibility of the Proposer:

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____

6. Have any similar agreements held by Proposer ever been canceled? YES () NO ()

If yes, give details on a separate sheet.

7. Is any litigation pending against your organization? If so, give details.

8. Attach the following::

(A) A Certified statement of profit and loss and balance sheet of the Proposer for the two (2) preceding calendar or fiscal years.

(B) A copy of the corporate charter from the Secretary of State, if the Proposer is a corporation; a statement of names and addresses of all directors and officers or owners and percentage of ownership of each; and evidence of compliance with the Florida Fictitious Name Statute, if Proposer is operating under a fictitious name.

Note: This requirement is waived for Proposers listed on the New York and/or American Stock Exchanges, with stock eligible for open trading as of the date set for opening of RFP. Certification by a corporate officer of eligibility for this waiver must be submitted.

9. The Proposer represents that it is/is not (strike one) owned or controlled by a parent company. For this purpose, a parent company is defined as one which either owns or controls the activities and basic business policies of the Proposer. To own another company means the parent company must own at least a majority (more than fifty percent [50%]) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the Proposer, such other company is considered the parent of the Proposer. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or other.

If the Proposer is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company:

NAME: _____

OFFICE ADDRESS: _____

The undersigned certifies that s/he is legally authorized by the Proposer to make the statements and representations contained in this document, and represents and warrants that the foregoing information

is true and accurate to the best of his/her knowledge, and intends that the City of Coral Gables rely thereon in awarding the Contract. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any offer relating to the qualifications of the Proposer, as may be required by the City.

PROPOSER'S NAME: _____

DATE OF SIGNING: _____

SIGNATURE: _____

TITLE: _____

DRAFT

H. REQUIRED FORMS (Cont'd.)

2) **Financial Proposal**

Proposer's Name: _____

Proposer's Address: _____

Description of Work:

The selected Proposer shall be responsible for the management and operations of the Country Club of Coral Gables facility in accordance with the provisions of this RFP.

Ladies and Gentlemen:

1. This proposal is hereby submitted to the City of Coral Gables in accordance with the Request for Qualifications and Proposals entitled "The Coral Gables Country Club."
2. The Proposer has thoroughly examined, acknowledges receipt of, and is familiar with all documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said Request for Proposals.
3. The Proposer agrees and understands that the City of Coral Gables, in its sole and absolute discretion, may reject any proposal containing an offer which does not provide to the City a fair financial return.
4. The Proposer agrees to execute and return to the City of Coral Gables the final lease agreement within ninety (90) days after commencement of negotiations of same unless such time is extended by mutual agreement.
5. An executed copy of the Proposer's Statement of Qualifications and Business References (Pre-Award Evaluation Data) is included.
6. Proposer offers the following to be paid annually as Guaranteed Minimum Rent, Participation Rent, and/or Additional Compensation:

3) **Financial Proposal (Cont'd.)**

_____ hereby agrees to pay the City of
Coral Gables the following:

<u>Lease Year</u>	<u>Minimum Guarantee</u>	<u>Participation Rent</u>	<u>Additional Compensation</u>	<u>Total Compensation</u>
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
12	_____	_____	_____	_____
13	_____	_____	_____	_____
14	_____	_____	_____	_____
15	_____	_____	_____	_____
16	_____	_____	_____	_____
17	_____	_____	_____	_____
18	_____	_____	_____	_____
19	_____	_____	_____	_____
20	_____	_____	_____	_____

Other Additional Compensation

_____ (use additional sheet if needed)

H. REQUIRED FORMS (Cont'd.)

4) Non-Collusive Affidavit

STATE OF _____)
: SS:
COUNTY OF _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed, and delivered
in the presence of:

Witness

Witness

Signature

Print Name

Print Title

WITNESS my hand and official seal this _ day of _____, 2008.

Signature of Notary Public

State of _____ at large

Print, type or stamp commissioned name of Notary
Public

Personally Known _____OR Produced Identification _____
Type of identification produced _____

DRAFT

When Proposer is an individual:

IN WITNESS WHEREOF, the Proposer has executed this Proposal Form this _____ day of _____, 2008.

Witness

By: _____
Signature of individual

Witness

Printed name of individual

Address

ACKNOWLEDGMENT:

STATE OF _____)
: SS:
COUNTY OF _____)

Before me personally appeared _____,
to me well known and known to me to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that s/he executed said instrument for the purposes
therein expressed.

WITNESS my hand and official seal this ____ day of _____, 2008.

Signature of Notary Public
State of _____ at large

Print, type or stamp commissioned name of Notary
Public

Personally Known _____ OR Produced Identification _____
Type of identification produced _____

When Proposer is a sole proprietorship or operates under a trade name:

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this _____ day of _____, 2008.

Print name of firm

Witness

By: _____
Signature of individual/owner

Witness

Printed name of individual/owner

Business Address

Business telephone number

STATE OF _____)
: SS:
COUNTY OF _____)

Before me personally appeared _____,
to me well known and known to me to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that s/he executed said instrument for the purposes
therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2008

Signature of Notary Public
State of _____ at large

Print, type or stamp commissioned name of Notary
Public

Personally Known _____ OR Produced Identification _____
Type of identification produced _____

When Proposer is a partnership:

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this _____ day
of _____, 2008.

Print name of Partnership

Witness

By: _____
Signature of General or Managing Partner

Witness

Printed name of General or Managing Partner

Business Address

State of Registration

Business telephone number

STATE OF _____)
: SS:
COUNTY OF _____)

Before me personally appeared _____,
as _____ Partner in the above-named _____,
a partnership, to me well known and known to me to be the person described in and who executed the
foregoing instrument, and acknowledged to and before me that s/he executed said instrument for the
purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2008.

Signature of Notary Public
State of _____ at large

Print, type or stamp commissioned name of Notary
Public

Personally Known _____ OR Produced Identification _____
Type of identification produced _____

When Proposer is a corporation:

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this _____ day of _____, 2008.

(CORPORATE SEAL)

State of Incorporation

Print name of corporation
By _____
President / other Authorized Officer

ATTEST:

Secretary

Print name of President / other
Authorized Officer

Print name of Secretary

Business Address

Business Telephone Number

STATE OF _____)
: SS:
COUNTY OF _____)

Before me personally appeared _____ and _____
_____, to me well known and known to me to be the individuals described in
and who executed the foregoing instrument, as _____ President and Secretary of the above-named

a corporation, and they severally acknowledged that they executed such instrument as such _____
President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and
regular corporate authority, and said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 2008.

Signature of Notary Public
State of _____ at large

Print, type or stamp commissioned name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of identification produced _____

When Proposer is a joint venture:

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this _____ day
of _____, 2008.

Printed name of Entity

By _____

Print Name

Print Title

Business address of entity

III. EVALUATION / SELECTION PROCESS

A. SELECTION PROCESS

Qualified proposals will be first reviewed by a certification committee to insure that only those Proposers with extensive experience in club, banquet, conference, and/or recreation facility management with extensive food service operations will be considered. The certification committee will consist of City staff and consultants. Certified proposals will then be evaluated by a committee appointed by the City Manager which, after evaluation, will submit the committee's recommendations. Committee recommendations will include recommendations for rejection, for negotiation, or for a selection process to be initiated (when more than one acceptable proposal per site has been received). The City Manager will then review and forward the detailed report to the City Commission.

The specific criteria that will be utilized in this review are as follows:

- 1) Proposer's and management team's experience and qualifications in funding, organizing, designing, and managing the type of operation(s) proposed in a timely and successful manner, with particular emphasis _____ (25%)
- 2) The ability of the development concept and uses and to enhance and contribute to the quality of life for the Coral Gables community and the immediate neighborhood (25%)
- 3) Financial benefits to be derived from lease revenues, real estate taxes and any other significant fiscal revenues (20%)
- 4) Likely market and financial viability of the proposed project as they indicate the likelihood of the proposed project to be developed in a timely manner and operated successfully (20%)
- 5) Considerations given to former club members, Coral Gables residents, and Coral Gables-based organizations (10%)

It should be noted that although revenue generated by the project is an important evaluation criterion, the City is not obligated to award a lease to or negotiate with the Proposer who proposes the highest financial return to the City.

B. NEGOTIATION PROCESS

At the time of notification of selection, the City and the selected Proposer will enter into negotiations for a period of up to ninety (90) days. The form and content of the lease to be negotiated will be substantially in accordance with the terms and conditions included in this RFP and the selected Proposer's proposal.

If the City and the selected Proposer have not concluded negotiations and executed a lease agreement within ninety (90) days, but the City Manager, in his sole discretion, believes the negotiations are proceeding in good faith and will be successfully concluded, the City Manager and the selected Proposer may, by mutual agreement, extend the negotiation period for an additional one hundred and eighty (180) days. Further extensions to the negotiation period can only be granted by the City Commission. If the City and the selected Proposer cannot negotiate a successful lease within the time period described in this RFP, and an extension is not granted by the City Commission, the City may then begin negotiations with the next preferred Proposer or issue a new RFP. No Proposer shall have any rights against the City arising from such negotiations.

If an agreement is reached, the negotiated lease along with a recommendation from the City Manager will be presented to the City Commission. The City Commission's decision of whether to make the lease award which is in the best interest of the City shall be final.

DRAFT

IV. GENERAL PROVISIONS

A. DEVELOPMENT COSTS

The selected Proposer will be required to obtain all necessary permits and pay all required fees. The selected Proposer shall be responsible for all expenses incurred in connection with the proposed operation except for certain capital improvements to be negotiated with the City.

B. PROPERTY TAXES

The selected Proposer will be responsible for the payment of all property taxes on land and improvements, if applicable.

C. PERMITS AND APPROVALS

No construction will commence without possession of all appropriate approvals and permits from all governing jurisdictions.

D. INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the execution and operation of the Lease by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors by any act, operation, construction, maintenance or any act of omission of Proposer arising from the award of the contract hereunder. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this Lease or other provided by selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The selected Proposer shall obtain insurance which satisfies the hold harmless provision of this section, which insurance shall name the City as an additional insured.

E. INSURANCE REQUIREMENTS

The selected Proposer shall furnish, within fifteen (15) business days of the award of lease by the City Commission, to the Risk Management Division of the Human Resources Department, a Certificate(s) of insurance that shows that insurance coverage has been obtained that meets City requirements.

- 1) Property Insurance: The Proposer assumes the responsibility for insuring the facility and contents and shall be fully responsible for insuring its own property.
- 2) Comprehensive general and garage liability and garage keepers liability insurance with broad form endorsement, including automobile liability, completed operations and product liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$5,000,000 combined single limit per occurrence for bodily

injury and property damage. Said policy or policies shall name the City of Coral Gables as additional insured and shall reflect the hold harmless provision contained herein.

- 3) Worker's Compensation Insurance for all employees of Proposer as required by Florida Statutes Section 440, and employers liability insurance with limits not less than \$500,000.
- 4) Other (or increased amounts of) insurance as City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of 90 days after notice thereof or the next annual renewal of any policy being increased (as applicable).
- 5) All policies shall contain waiver of subrogation against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance or self-insurance that the City may have.
- 6) All of the above insurance is to be placed with Best-rated A-8 or better insurance companies, qualified to do business under the laws of the State of Florida.
- 7) The City shall be named as an additional insured under such policies. Said policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.
- 8) All policies shall provide for thirty (30) days notice to City prior to cancellation or material change.
- 9) The Proposer shall furnish Certificates of Insurance to the Human Resources Department prior to the commencement of operations or policy termination, which Certificates shall clearly indicate that the City is named as an additional insured and that the Proposer has obtained insurance in the type, amount, and classification required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the City.
- 10) The Proposer agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from actions or omissions of the Proposer. In reviewing, approving or rejecting any acts of the Proposer, the City in no way assumes or shares any of the responsibility or liability of the Proposer under this proposal. The Proposer shall obtain insurance which shall provide for and meet the hold harmless and indemnification provisions of this Section.
- 11) All Insurance Policies and Surety Bonds required herein shall be issued by companies authorized to do business under the laws of the State of Florida and rates no less than "A" in accordance with the latest edition of Best's Key Rating Guide.
- 12) The Proposer agrees to abide and be governed by all applicable City, County, State and Federal Codes, Ordinances, and Laws

F. LEASE/CONTRACT AWARD

The award, if any, shall be made to the selected Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award(s), and which proposal is in the best interest of the City, shall be final.

G. LEASE/CONTRACT TERM

The Proposer will propose the duration of the lease and any extension(s) thereof. However, the term of the lease shall not exceed an initial term of twenty (20) years with options to renew.

H. SUBORDINATION

The lease shall not be made subject to subordination.

DRAFT

APPENDIX A

OTHER FACILITIES WHICH MAY BE AVAILABLE

DRAFT

APPENDIX B

OTHER MATERIALS AVAILABLE

- o Land Survey and Site Plan
- o Copies of Furniture and Equipment Inventories
- o Copies of recent audits performed at the Country Club of Coral Gables on behalf of the City of Coral Gables
- o Demographic and Economic Base Information for the City of Coral Gables
- o City of Coral Gables Comprehensive Plan Update and Future Land Use Maps
- o Zoning Code for the City of Coral Gables and special overlay for the Country Club site
- o Copies of prior agreements between City of Coral Gables and the Country Club of Coral Gables Country and related parties
- o Copy of Local Historic Designation Report
- o Senior Reports and Findings on file with the City