

RFP No._____



REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR THE LONG-TERM LEASING 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 OF CORAL GABLES IS NOT RESPONSIBLE FOR DELAYS CAUSED BY THE US MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

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**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 to lease 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 of Coral Gables-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 lease the Club facility.

All proposals must be submitted in accordance with the Request for 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 of Coral Gables' goals with respect to the operations, and the process for operator selection.

There will be a pre-submission information meeting and site tour 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 after the June 25 meeting and site tour. This separate walk-thru will not be to answer questions but to allow individual teams to further 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 8-1/2" x 11" format and a deposit in the form of a cashier's check for \$7,500.00 (which will be refunded to the non-successful proposers) 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 of Coral Gables, 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 of Coral Gables 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 of Coral Gables 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 of Coral Gables; the likely market and economic viability of the proposed concept; the consideration given to Coral Gables' residents, former club members and local civic organizations; 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

SECTION I. OFFERING SUMMARY AND PROCEDURES

A. SUMMARY

1. The Offering

The City of Coral Gables is extending invitations to qualified Proposers with demonstrated experience in leasing and operating similar facilities like those found at 997 North Greenway Drive which include banquet facilities, restaurant and club dining (assume 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 optional 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 60-acre, par 36, 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/or 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

B. DESIRED PROJECT

While the facility has historically operated as a private social club with for-rent banquet facilities, the City of Coral Gables 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, and attentive ongoing maintenance of the physical plant, 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 be deemed non-responsive and shall not be considered.

C. FACILITY OBJECTIVES/DEFINITIONAL STANDARDS OF SERVICE

The City of Coral Gables' goals for third party management of the facilities specified in this proposal are:

- 1) To provide a high level of service for the facility operations and grounds that meet 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 of Coral Gables

D. DISPOSITION TERMS

The City of Coral Gables will consider proposals to lease the facility(ies) on a long-term basis up to twenty years, plus options. The land lease must be unsubordinated to project financing. Although a minimum annual guaranteed base rent will be required, participation arrangements that also 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 of Coral Gables will 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 agreement however the successful Proposer will be responsible for maintaining the facility(ies) in excellent condition. Included in the facility(ies) are fixtures and furnishings that are available to the successful Proposer for use provided they remain on-site and are returned to the City of Coral Gables in the same condition received, except for normal wear and tear, at the end of the lease agreement term (or at time of lease agreement termination, if earlier). As noted in Appendix C, a full inventory of the furnishings and fixtures is being prepared and will be available upon request.

E. DISPOSITION PROCESS

The City of Coral Gables will retain advisors to assist in the review and certification of all proposals received, to insure that only the most qualified are presented to the City of Coral Gables for serious

consideration. City staff and consultants, together, will identify a shortlist of proposals to be presented to a City of Coral Gables' Evaluation Committee which will hear presentations and recommend a preferred operator and rank alternate operators. In evaluating each proposal, the City of Coral Gables 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; likely financial return to the City from lease revenues, real estate taxes and any other significant fiscal revenues directly generated by the facility(ies); the consideration given to Coral Gables residents, previous club members and local civic organizations; the likely market and economic viability of the proposed facility 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 of Coral Gables Evaluation Committee will present their recommendation and consultant findings to the City Manager who will forward a report to the City of Coral Gables' Commission (see Section III: Evaluation/Selection Process). The City of Coral Gables' Commission, after reviewing the report and hearing findings, will select the most qualified and instruct the City Manager to enter into negotiations with the City of Coral Gables' Commission's top-ranked Proposer for a limited duration. If an agreement cannot be reached with this party, the City of Coral Gables has the right to terminate the effort or to proceed to the second-ranked Proposer, 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 of Coral Gables in evaluating responses and negotiating an agreement.

F. SCHEDEULE

The anticipated scheduling of the RFP process is as follows:

RFP advertised & available for distribution	Tuesday, June 10, 2008
Pre-submission information meeting 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.
Response to questions received	Thursday, July 17, 2008 by 12 noon
Proposals Due Date and Time	Thursday, July 31, 2008 at 2:00 p.m.
Certifications of Proposals	Week of August 4, 2008
Interviews of Proposers	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 Proposers	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. CONE OF SILENCE IN EFFECT ONCE RFP HAS BEEN ISSUED

Immediately upon release of this RFP, the Cone of Silence will be in effect. Per Article X of the City of Coral Gables Procurement Code a "Cone of Silence" is defined to mean a prohibition on: any communication regarding a particular Request for Proposals ("RFP"), Request for Qualifications ("RFQ"), Invitations for Bids ("IFB") or any other advertised solicitation between a potential, offeror, vendor, service provider, bidder, lobbyist, or consultant and City professional staff, selection committee or evaluation committee members; and any communication regarding a particular RFP, RFQ, IFB or any other advertised solicitation between the City Commissioners or respective staffs and any member of the City's professional staff, selection committee, or evaluation committee members. See required form.

I. PRE-PROPOSAL INFORMATION MEETING

A pre-proposal information meeting and site tour 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 information meeting is strongly recommended but not mandatory. Proposers are encouraged to submit written questions to the Development Director in advance of the pre-proposal information meeting. Additional walk-thrus of the facilities may be arranged by contacting the Development Department, after the June 25 meeting date. No questions will be answered at the additional walkthrough, it is provided simply as a courtesy so that a Proposer and its representative may "think out loud" apart from competing teams.

J. ADDITIONAL INFORMATION / ADDENDA TO BE IN WRITING

Any questions, explanations or other requests for information desired by the Proposer(s) regarding this RFP must be requested in writing to Cathy 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 representatives, or official is authorized to respond on the City of Coral Gables' behalf. Requests may also be made to Ms. Swanson-Rivenbark via fax to 305-445-9623 or via email to cdrorrel@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.

The City of Coral Gables will issue responses it deems necessary in written addenda issued by Thursday, July 17, 2008, at 12 noon. All Proposers that have received official, numbered copies of the RFP through the Development Department will be provided copies of the Addenda. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addenda to this RFP or by the City of Coral Gables' representatives at the pre-proposal information meeting. 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 in writing that all addenda have been received prior to submitting a proposal.

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.

K. 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 of Coral Gables. 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 of Coral Gables as constituting an offer by the Proposer to undertake the proposal described, including the rents and additional compensation quoted in the proposal.

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 of Coral Gables will only consider the latest version of the proposal.

M. WITHDRAWAL OF PROPOSALS

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

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 agreement award, whichever is applicable, are late and will not be considered.

O. RFP POSTPONEMENT / CANCELLATION

The City of Coral Gables 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 of Coral Gables, or any work performed in connection therewith shall be borne by the Proposer.

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 of Coral Gables a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the City of Coral Gables shall determine the acceptability of the proposed exceptions. The City of Coral Gables, 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 of Coral Gables is under no obligation to accept any exceptions. If no exception is stated, the City of Coral Gables 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 of Coral Gables may award a lease agreement on the basis of initial offers received in the proposal, without discussions. Therefore, each proposal should contain the Proposer's best terms from a monetary and technical standpoint.

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

T. NO LOCAL PREFERENCE

There is no local preference in this RFP process.

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 project, 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 by a Certification Committee 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 lease agreement 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, administrative order or other document cited in this RFP, Proposers must contact the Development Director in writing, by fax (305.445.6583), or by email (cduffy@coralgables.com)

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. (see required form)

As part of the evaluation process, the City may conduct background investigations of Proposer, it's officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

Z. PRE-AWARD INSPECTION

After proposal receipt and prior to lease agreement award(s), the City of Coral Gables reserves the right to perform, or to have performed, an on-site inspection of the Proposer's facilities and/or any projects referenced in the RFP as proof of experience. This inspection 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 of Coral Gables determine that the size, nature of the Proposer's facilities or the number or experience of its personnel are not reasonably adequate to ensure successful lease agreement performance, the City of Coral Gables has the right to reject the proposal.

Section 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. The Proposal shall be written in sufficient detail to permit the City of Coral Gables to conduct a meaningful evaluation of the proposal. 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 of Coral Gables 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. OPERATIONS PROGRAM

An operations program detailing the proposed use(s) of the facilities (and accessory uses if applicable), including a floor plan, proposed uses, and envisioned pricing, including:

- 1) Schedule of Performance for facility(ies) implementation including refurbishment, marketing, programming, and training. The Schedule should recognize the City of Coral Gables' desire to have the 3rd party operator reopen the facility(ies) expeditiously. To facilitate comparative evaluation by the City of Coral Gables, Proposers should assume an executed lease agreement as of December 1, 2008;
- 2) A description and cost estimate of the proposing organization's approach to maintaining and managing the proposed facility(ies) (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 facility(ies) opening;
- 4) Appropriate market studies.

5) A leasing/marketing plan including the process that would include consideration for Coral Gables residents, prior Club members, and local civic organizations. For the purpose of this section, local civic organizations will be those groups that previously conducted regular meetings at the facility prior to closing.

D. BENEFITS TO THE COMMUNITY, RELATIONSHIP TO THE NEIGHBORHOOD

In this section, Proposers should demonstrate how the proposed 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(ies). 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 that do not submit the financial proposal in accordance with said form will have their Proposals deemed non-responsive.

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 of Coral Gables for the first year of the lease agreement and each subsequent year of the initial lease term, 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.
- 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 facilities 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 of Coral Gables from the proposal submitted. This includes financial benefits to the City of Coral Gables 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 the rationale employed in determining the proposed Minimum Guaranteed Rent and Participation Rent. All proposals must be based on providing the City of Coral Gables a fair market, arms length, mutually beneficial economic return for the lease of the City of Coral Gables' property, acting in the best interest of the City of Coral Gables. The City of Coral Gables' Commission reserves the right to reject any proposal which, in the City of Coral Gables' sole judgment, does not offer adequate compensation.

F. STATEMENT OF PROPOSER'S QUALIFICATIONS

Proposals shall include information regarding the Proposer's ability to fund and manage the facility(ies). 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 Proposer's history, legal structure and facility(ies) 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 facility(ies) and include the names of the representative(s) authorized to act on the Proposer's behalf;
- 3) Description of Proposer'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 facility(ies);
- 4) Description of the Proposer's financial capability to finance the start-up and the continuing operation of the proposal. 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 of Coral Gables to evaluate financial capability. However, the City of Coral Gables 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 of Coral Gables 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 projects, including contact name, address, telephone number, fax number, and email address for each;
- 7) Copies of all required licenses referenced in this RFP.

G. DEPOSIT

The proposal must include a deposit in the form of a cashier's check for \$7,500. This will be refunded to non-successful Proposers and not refunded to the successful Proposer and applied to costs incurred by the City of Coral Gables 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 ()

2. Type of Organization: (circle one)

a: Private for Profit
b: Private Non-Profit
c: Association

d: Corporation
e: Partnership
f: Sole Proprietorship

g: Joint Ventures

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., if non-profit or association, list Board Members, Trustees, etc.

3. Principal Officers:

a: Chief Executive Officer: _____

b: Chief Financial Officer: _____

c: General Manager: _____

4. Are any of the principals of this company employed by the City of Coral Gables? If so, please enter:

Name: _____ Social Security #: _____

5. Federal Employer ID# _____

For questions 6 through 14, please provide the requested information for the Proposer, or, if appropriate, its major affiliates, partners, and/or parent company.

6. How many years has your organization been in business under your present business name?
_____ years.
7. How many years of experience has your organization had in projects similar to what is being proposed in this proposal? _____ years.
8. 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)
Include any other additional information as to qualifications and/or relevant experience. Attach additional sheet(s) if necessary:

9. 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: _____ Phone: _____

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____ Phone: _____

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____ Phone: _____

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____ Phone: _____

Name of Bank: _____

Street Address: _____

City and State: _____

Officer Familiar with Proposer: _____ Phone: _____

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

If yes, give details on a separate sheet.

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

12. Insurance:

a. Name of Insurance Carrier: _____

b. Type of Coverage: _____

c. Limits of Liability: _____

d. Coverage/Policy Dates: _____

e. Name of Insurance Agent: _____

Agent(s) telephone including area code: _____

13. 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.

14. 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 Lease Agreement. 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 of Coral Gables.

PROPOSER'S NAME: _____

DATE OF SIGNING: _____

SIGNATURE: _____ TITLE: _____

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(ies) 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 of Coral Gables 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:

2) **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.)**

3) **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

Signature

Witness

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 _____

H. **REQUIRED FORMS (Cont'd.)**

4) **Signature Page Options:**

When Proposer is an individual:

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

Witness

Witness

Address

By: _____
Signature of individual

Printed name of individual

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 _____

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

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)

Print name of corporation

State of Incorporation

By _____
President / other Authorized Officer

ATTEST:

Print name of President / other
Authorized Officer

Secretary

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

H. **REQUIRED FORMS** (Cont'd.)

5) **Public Entity Crimes**

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

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

1. This sworn statement is submitted

to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN)
is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement:

_____),

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

[attach a copy of the final order]

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

[Signature]

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

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

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

H. REQUIRED FORMS (Cont'd.)

6) Cone of Silence

INTENT TO COMPLY WITH CONE OF SILENCE

Sec. 2-1059. Cone of Silence, contracts for the provision of goods and service

- (a) Purpose and intent: The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the city. It is the intent of this article to prevent potential vendors, bidders, offerors or service providers from communicating with City department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed. It is further the intent of this ordinance that Commissioners communicate with only the City Manager or City Attorney during the time the cone of silence is imposed, unless the provisions of this section are waived by the city commission on a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitations for bids ("IFB").
- (b) Cone of Silence is defined to mean a prohibition on:
 - (1) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and City department heads, their staff, selection committee or evaluation committee members;
 - (2) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between the City Commissioners and City department heads, their staff, selection committee or evaluation committee members.
- (c) Applicability:
 - (1) The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
 - (2) The cone of silence shall not apply to informal bids as defined in the procurement code; emergency purchases of supplies, services or construction; any communications with the city attorney; duly noticed pre-bid or pre-proposal conferences; duly noticed site visits; inquiries to the City Manager or Assistant City Managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process; written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation; sole source procurements; bid waivers; oral presentations during duly noticed meetings; competitive negotiations; public presentations made to the city commission during any duly noticed public meeting; contract negotiations and electronic commerce.
- (d) The cone of silence shall not apply to communications between a City Commissioner, the City Manager, Assistant City Managers, the City Clerk, and the City Attorney.
- (e) The cone of silence shall not apply to communications between a City Commissioner, the City Manager, Assistant City Managers, the City Clerk, the City Attorney, and potential offerors, vendors, service providers, lobbyists, or consultants.

(f) After the selection committee has submitted its written recommendations to the City Manager, the City Manager or Assistant City Manager may communicate with the chairperson of the committee on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the City Manager with the City Clerk, and be included in any recommendation submitted by the City manager to the City Commission.

(g) Procedure

(1) Imposition; A cone of silence shall be imposed upon each request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") and any other solicitation when advertised. At the time of imposition of the cone of silence, the City Manager, or designee shall provide for public notice of the cone of silence and shall advise the affected department (s) in writing. Any public solicitation for supplies, services, or construction shall include a statement disclosing the requirements of this article.

(2) Termination: Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the City Manager's written recommendation to the City Commission, as may be applicable, is received by the City Clerk, or at such time that bids or proposals are rejected by the City Commission or the City Manager; provided, however, that if the commission refers the City Manager's recommendation back to the City Manager or staff for further review, the cone of silence shall be re-imposed until such time as the City Manager's subsequent written recommendation is received by the City Clerk.

(h) Penalties: Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this article by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist, or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____ TITLE: _____

PRINT NAME: _____

Please type or Print Name:

COMPANY: _____ DATE: _____

H. REQUIRED FORMS (Cont'd.)

7) Code of Ethics

INTENT TO COMPLY WITH CONFLICT OF INTEREST AND CODE OF ETHICS

Sec. 2-222. Designation

This article shall be designated and known as the "City of Coral Gables Conflict of Interest and Code of Ethics Ordinance". This article shall be applicable to all city personnel as defined below, and shall constitute a standard of ethical conduct and behavior for all autonomous personnel, quasijudicial personnel, advisory personnel, and departmental personnel. The provisions of this article shall be applied in a cumulative manner.

Sec. 2-223. Declaration of policy

Our government is a representative democracy. Those who are elected, appointed, hired, and volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The city adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials, and employees.

Sec. 2-224. Purposes of article

The purpose of this article is to:

- (1) State principles of ethics that are to be applied to municipal public servants, beyond those required by the state and this article;
- (2) Inform public servants and the public of the minimum standards to which public servants and vendors must adhere;
- (3) Promote public confidence in the integrity of public servants;
- (4) Encourage members of the public to seek public office or employment, to serve on public boards, to assist public servants as volunteers and to take pride in participating in the governmental process;
- (5) Establish certain fair campaign practices; and
- (6) Establish penalties, as appropriate, for public servants who violate the public trust.

Sec. 2-225. Definitions

For the purposes of this article, the following terms, phrases and words shall have the meanings given herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given the meaning provided under either the county ethics ordinances or state ethics statutes and if no meaning is provided, then their common and ordinary meaning unless the context suggests otherwise.

Advisory personnel means the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission such as the landscape beautification advisory board, library advisory board, traffic advisor board, board of adjustment, planning and zoning board and parks and recreation advisory board.

Autonomous personnel mean the members of autonomous authorities, boards, and agencies, such as the code enforcement board, the retirement board and the construction regulation board.

Benefit means anything:

- (1) Having a monetary value in excess of \$100.00;
- (2) Regardless of its monetary value, perceived or intended by either the one who offers it or the one to whom it is offered to be sufficient in value to influence a public servant in the performance or nonperformance of an official action; or
- (3) Regardless of its monetary value, which, under the circumstances, a reasonably prudent person in the position of the public servant to whom the thing is or may be offered would recognize as being likely to be intended to influence the public servant in the performance or nonperformance of an official actions.

The term "benefit" includes, but is not limited to, a valuable act, advance, award, contract, compensation, contribution, deposit, emolument, employment, favor, fee, forbearance, fringe benefit, privilege, promise, reward, remuneration, service, subscription, or the promise that any of these things will be conferred in the future.

Candidate means an individual who is a candidate for elective municipal office, as defined in the city Charter, or an applicant for an appointive municipal position.

Commissioners mean the mayor and the members of the city commission.

Compensation means to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.

Contribution is:

- (1) A gift, subscription, conveyance, deposit, loan, payment, or distribution of money or anything of value, including contributions in kind having an attributable monetary value.
- (2) A transfer of funds between political committees, between committees of continuous existence, or between a political committee and a committee of continuous existence.
- (3) The payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to a candidate or political committee without charge to the candidate or committee for such services.
- (4) The transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest-bearing account or certificate of deposit, and the term includes any interest earned on such account or certificate.

Controlling financial interest means ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.

Departmental personnel means the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.

Employees means all persons, other than an elected public officer, employed and paid a salary to work for the city, whether full-time, part-time, or on a contract basis, and all volunteers notwithstanding the fact that they are unpaid. This article shall apply to independent contractors who perform services for the city as contract inspectors.

Immediate family means the spouse, parents, children, brothers and sisters of the person involved.

Quasijudicial personnel means the members of the encroachment committee, planning and zoning board, the board of adjustment, the code enforcement board and such other individuals, boards and agencies of the city as perform quasijudicial functions.

Transact any business means the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

Vendor means a person whether individually or through a corporation, who transacts business with the city, or has been approved by the city commission to transact business with the city, or is listed on the city manager, procurement department, or other city department's approved vendor list.

Sec. 2-226. Gifts.

(a) Gift defined. The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item, or promise, or in any other form, without adequate and lawful consideration.

(b) Exceptions. The provisions of subsection (a) of this section shall not apply to:

- (1) Political contributions specifically authorized by state law;
- (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;
- (3) Awards for professional or civic achievement;
- (4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature.

(c) Prohibitions. A person described in section 2-225 shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give, or agree to give to any person included in the terms defined in section 2-225, to accept or agree to accept from another person or entity, any gift for or because of:

- (1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- (2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- (3) A legal duty violated or to be violated, or which could be violated by any person included in the term defined in section 2-225; or
- (4) Attendance or absence from a public meeting at which official action is to be taken.

(d) Disclosure. All advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, immediate family, and quasijudicial personnel shall disclose

any gift, or series of gifts from any person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by F.S. ch. 112 for "local officers" with the city clerk simultaneously with the filing of the form with the city clerk, the county clerk, and the secretary of state.

Sec. 2-227. Exploitation of official position prohibited.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasi-judicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the city commission.

Sec. 2-228. Prohibition on use of confidential information

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasi-judicial personnel shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

Sec. 2-229. Conflicting employment prohibited.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasi-judicial personnel shall accept other employment, which would impair independence of judgment in the performance of any public duties.

Sec. 2-230. Prohibition on outside employment

(a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasi-judicial personnel shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

(1) Generally prohibited. No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

(2) When permitted. A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subsection (a)(3) of this section is obtained.

(3) Approval of department head required. Any outside employment by any full-time city employee must first be approved in writing by the employee's department head or the city manager where the employee is a department head who shall maintain a complete record of such employment.

(b) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk no later than 12:00 noon on July 1 of each year. The reports shall be available at a reasonable time and

place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

Sec. 2-231. Prohibited investments

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel or through a member of their immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

Sec. 2-232. Certain appearances and payment prohibited.

- (a) No commissioner, departmental personnel, or employees shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.
- (b) No advisory personnel, autonomous personnel or quasijudicial personnel shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party that has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question. However, this section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application.
- (c) No advisory personnel, autonomous personnel or quasijudicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the city commission to testify as an affected party.

Sec. 2-233. Actions prohibited when financial interests involved.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

Sec. 2-234. Acquiring financial interests

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the

financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

Sec. 2-235. Recommending professional services

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

Sec. 2-236. Continuing application after city service

(a) No commissioner, departmental personnel or employees shall, for a period of two years after his city service or employment has ceased, lobby any city official (meaning advisory personnel, autonomous personnel, commissioner, departmental personnel, employees, or quasijudicial personnel), in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after their service has ceased.

(b) The provisions of subsection (a) of this section shall not apply to persons who become employed by governmental entities, 501(c)(3) nonprofit entities, educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(c) The provisions of this subsection shall apply to all persons described in subsection (a) of this section whose city service or employment ceased after the effective date of the ordinance from which this article is derived.

Sec. 2-237. City attorney to render opinions on request

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, or quasijudicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the city is in doubt as to the applicability of the article, that person may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission.

Sec. 2-238. Proceedings by the county commission on ethics and the state commission on ethics

Upon the request by the city, the county commission on ethics and the state commission on ethics may abate proceedings on any complaint, which is filed by the same complainant against the same respondent, and involving substantially identical facts, until the city completes its proceedings on the complaint. The ethics commission may also refer complaints to the city for review of any violation filed with the ethics commission. The city shall promptly notify the county commission on ethics and the state commission on ethics when it learns that a substantially identical complaint has been filed with either of those agencies and request that their proceedings be abated until the conclusion of the city's proceedings.

Sec. 2-239. Penalties and personnel action

The city manager may take personnel action and may enter into stipulations and settlements as are just and in the best interest of the citizens of the city. Contracts awarded in violation of this article may be voided by the city commission. Any administrative or commission approval obtained may also be voided by the city commission.

Sec. 2-240. Fair campaign practices.

- (a) Any person, who is the principal of a vendor to the city who contributes to the campaign of a candidate or the campaign committee of a candidate for the Office of Mayor or City Commissioner shall file a disclosure form with the office of the city clerk within 20 days of making said contribution. The term "principal" shall encompass all individuals who meet the provisions of the term "controlling financial interest." The date of the contribution shall be the earlier of either the date of the contribution check or the date of deposit of said check in the campaign fund. The disclosure form shall require, at a minimum, the name, and address of the individual making the contribution, the name of the company which has a contract with the city, and the amount of the contribution, as well as the name of the candidate or campaign committee to whom the contribution was made.
- (b) A fine of \$500.00 shall be imposed on every person that violates this prohibition, and fails to correct such violation within 20 calendar days of notification by the city clerk. Each act of soliciting, giving or receiving a contribution in violation of this subsection shall constitute a separate violation. All contributions received by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

Sec. 2-241. Procedure on complaint of violation

- (a) Legally sufficient complaint. An investigation of an alleged violation of any ethics provisions of the city Code, by any person included in the terms defined in section 2-225, except the city commission, city manager, assistant city manager, city clerk, city attorney and their immediate family, shall be initiated upon receipt by the city manager of a written complaint which alleges the elements of a violation, is based substantially upon the personal knowledge of the complainant and signed under oath or affirmation by the complaining person, and is legally sufficient to state a possible violation of this chapter. Within five days after receipt, the city manager shall send a copy of a complaint to the alleged violator. The City Attorney shall make the determination of legal sufficiency within 20 days. If the complaint is determined to be legally insufficient, the city attorney shall state the reasons for the finding in writing and report the determination to the complainant, the alleged violator, or respondent, and the City Commission.
- (b) Complaints against mayor, commissioner or city officials. A complaint against a Commission Member, City Manager, Assistant City Manager, City Clerk, City Attorney and their immediate family shall be referred to the commission on ethics and public trust.
- (c) Prospective jurisdiction. Any alleged violation committed before the effective date of the ordinance from which this article is derived, shall be governed by the applicable city, county, and state code of ethics ordinances, conflict of interest ordinances or lobbyist registration and reporting ordinances in effect at the time of the alleged violations.
- (d) Personnel proceeding. Where an employee of the City of is alleged to have violated a law within the purview of this article, and based upon the same set of facts, is subject to an ongoing disciplinary action initiated by the City, the City Attorney and City Manager shall stay consideration of a complaint until the conclusion of the personnel proceeding.
- (e) Statute of limitations. No action may be taken on a complaint filed more than one year after the violation is alleged to have accrued.

(f) Termination of proceeding. A proceeding on a complaint shall terminate in the event the respondent dies in office, leaves office for any reason or is permanently separated from employment with the City, or enters into a settlement agreement with the City Manager.

(g) Appeal and judicial review. An aggrieved respondent may appeal an adverse finding of a violation to the City Commission. Review by the City Commission shall be on the record and limited to determining whether the:

- (1) Respondent was afforded procedural due process;
- (2) Findings of fact are supported by substantial competent evidence; and
- (3) Conclusions are correct as a matter of law. An aggrieved respondent must first exhaust its right to an appeal to the city commission before seeking review by the circuit court for the county. Review by the circuit court shall be pursuant to the Florida Rules of Appellate Procedure.

Sec. 2-242. Applicability.

The requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance shall not be applicable to the City of Coral Gables except as provided in the city's Code of Ethics Ordinance.

Sec. 2-243. Lobbying.

(a) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Expenditure: A payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying.

Lobbyist: An individual, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any City Commissioner; (b) any action, decision, recommendation of the City Manager, any City Board or Committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeable will be heard or reviewed by the City Commission, or a City board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council.

Person: Any individual, corporation, partnership or other legal entity or an agent or employee thereof.

Principal: The person which has employed or retained the services of a lobbyist.

(b) Registration. All lobbyists shall, before engaging in lobbying activities, register annually with the City Clerk. Every person required to so register shall:

- (1) Register on a form prepared by the city clerk;
- (2) Pay an annual registration fee of \$150.00; and
- (3) State under oath the name and business address of the registrant; the name and business address of each principal which has employed or retained the registrant to lobby; the specific issue for which he/she has been employed or retained to lobby and the existence of any direct or indirect business association, partnership, or financial relationship with any employee of the City.

Any change to any information originally filed shall require that he/she file an amendment to the registration forms, although no additional fee shall be required for such amendment. He/she has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs.

Separate annual registration shall be required for each principal represented on each specific issue. Such issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable of a pending request for a proposal, invitation to bid, or public hearing number. No additional fee shall be required for each issue.

Each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.

The registration fees required by this section shall be deposited by the City Clerk for the purpose of recording, transcribing, administration, and other costs incurred in maintaining these records for availability to the public.

The City Clerk shall waive the fee requirements of this section upon a finding of financial hardship, based upon the sworn statement of the applicant.

(c) Exceptions to registration. The following shall not be required to register under this section:

- (1) Any public official or city staff discussing matters relevant to their official duties;
- (2) Any person who only appears in his individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct or indirect, to express support of or opposition to any item, including but not limited to those who are members of homeowner or neighborhood associations;
- (3) Any person requested to appear before the City Commission, City board, committee, or any member thereof, or the City Manager or City staff in a quasi-judicial proceeding or any agent, attorney, officer or employee or such person;
- (4) Any person under contract with the City who communicates with any public official or City staff regarding issues related only to the performance of their services under contract; and
- (5) Any person who has been designated and is so recognized by the City as a representative of a collective bargaining unit composed of City employees; foreign dignitary appearing in his/her official capacity; a person who owns, publishes or is employed by a newspaper, periodical, radio station, or other bone fide news media; a person who merely appears before, the Mayor, City Commission, City board or committee, the City Manager or City staff in an individual capacity for the purpose of self-representation.

(d) Reporting requirements.

- (1) On October 1 of each year, lobbyists subject to the registration requirements of this section shall submit to the city clerk a signed statement under oath as provided herein listing the full name and business address of the lobbying entity; name of each of the entity's lobbyists; and all expenditures for the preceding calendar year with regard to the specific issue on which the lobbyist has been engaged to lobby. A statement shall be filed even if there have been no expenditures during the reporting period.
- (2) The City Clerk shall keep a current list of registered lobbyists and the reports required under this section which shall be open to the public for inspection.

(e) Investigation of violations and penalties. The office of the City Clerk shall submit a report to the City Attorney and City Commission as to those lobbyists who have failed to comply with the registration and/or the annual filing requirement of this section. The office of the City Attorney shall investigate any person engaged in lobbying activities which is reported to be in violation of the registration or reporting requirements. A report of the City Attorney's findings shall be provided to the City Commission and to the alleged violator. If the City Commission finds that a person is in violation of this section, that person may be reprimanded, suspended or prohibited from lobbying before the City Commission, a City board, a City committee, or members thereof, City Manager or City staff for a period not to exceed two years.

Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____ TITLE: _____

PRINT NAME: _____
Please Type or Print Name:

COMPANY: _____ DATE: _____

H. **REQUIRED FORMS** (Cont'd.)

8) **Formal Solicitations Protests**

**INTENT TO COMPLY WITH PROCEDURES FOR
FORMAL SOLICITATIONS PROTESTS**

- (a) Right to protest on formal solicitations: The following procedures shall be used for resolution of protested formal solicitations and awards.
- (b) Protest of solicitations: Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- (c) Protest of award: Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the City Clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.
- (d) Authority to resolve protests: The chief procurement officer, after consultation with the City Attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the City Manager with a copy to the protesting party. The City Manager may then either resolve the protest or reject all proposals. The decision shall be sent to the City Commission. Any aggrieved person may appeal the decision of the City Manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the City Manager, the decision shall be submitted to the City Commission for approval or disapproval thereof.
- (e) Stay of procurements during protests: Upon receipt of a written protest filed pursuant to the requirements of this section, the City shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the City as provided in subsection (d) above, unless the City Manager, after consultation with the head of the using department and City Attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the City.
- (f) Filing fee: Within three business days after filing the written protest, the protestor must submit to the City Clerk a filing fee in the form of a money order or cashier's check, payable to the City, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the City in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the City, the filing fee shall be refunded to the protestor.
- (g) Entitlement to costs: In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- (h) Compliance with filing requirements: Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

Proposer must complete, sign, and enclose Formal Solicitations Protest documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____ TITLE: _____

PRINT NAME: _____
Please Type or Print Name

COMPANY: _____ DATE: _____

H. REQUIRED FORMS (Cont'd.)

9) ADA Nondiscrimination Statement

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

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

This sworn statement is submitted

to _____

(print name of public entity)

by _____

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN)

is _____

(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

[Signature]

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

Personally known _____

or produced identification: _____ Notary Public, State of _____

[Type of Identification] My Commission Expires _____

[Printed, typed or stamped
commissioned name of Notary Public]

H. **REQUIRED FORMS** (Cont'd.)

10) **Certified Resolution**

CERTIFIED RESOLUTION

I, _____, duly elected Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

IT IS HEREBY RESOLVED that _____ (**insert name**), the duly elected _____ (**insert title of officer**) of

submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME

TITLE

SIGNATURE

Given under my hand and the Seal of said corporation this _____ day of _____, 20_____

(SEAL) By: _____, Secretary

Name of Corporation

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and deliver
in the presence of:

Witness

By: _____

(Signature)

Witness

(Print Name)

H. **REQUIRED FORMS** (Cont'd.)

11) **Non-Florida Corporations**

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO.

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - (a) Maintaining, defending, or settling any proceeding.
 - (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - (c) Maintaining bank accounts.
 - (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - (e) Selling through independent contractors.
 - (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the depts.
 - (i) Transacting business in interstate commerce.
 - (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - (m) Owning, without more, real or personal property.

- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) Partnership, Joint Venture, Estate or Trust
- (II) Sole Proprietorship or Self Employed

NOTE: This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

H. **REQUIRED FORMS** (Cont'd.)

12) **Drug-Free Work Place**

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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

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

Proposer's Signature

Date

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of Florida

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally

appeared _____ and whose name(s) is/are
subscribes to

[Name(s) of individual(s) who appeared before notary]
the within instrument, and acknowledge it's execution.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

Personally known to me, or
Produced identification:

(Type of Identification Produced)

Section 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, fitness, and/or recreation facility(ies) management with extensive food service operations will be considered. The certification committee will consist of City staff and consultants. Certified proposals will then be considered by an Evaluation 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 of Coral Gables' City Commission and present findings.

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, (25%)
- 2) The ability of the concept and uses 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 proposal 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 local civic organizations (10%)

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

B. NEGOTIATION PROCESS

At the time of notification of selection, the City of Coral Gables and the selected Proposer will enter into negotiations for a period of up to ninety (90) days. The form and content of the lease agreement 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 of Coral Gables 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 of Coral Gables' Commission. If the City of Coral Gables 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 of Coral Gables' Commission, the City of Coral Gables may then begin negotiations with the next preferred Proposer or issue a new RFP. No Proposer shall have any rights against the City of Coral Gables arising from such negotiations.

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

SECTION IV. GENERAL PROVISIONS

A. PROJECT COSTS

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 of Coral Gables.

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 of Coral Gables 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 of Coral Gables 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 Agreement 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 Lease Agreement 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 of Coral Gables, 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 Agreement or other provided by selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Coral Gables 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 of Coral Gables 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 of Coral Gables' 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(ies) 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 of Coral Gables 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 of Coral Gables 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 of Coral Gables. The City of Coral Gables 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 of Coral Gables 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 of Coral Gables.
- 10) The Proposer agrees and recognizes that the City of Coral Gables 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 of Coral Gables 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. AWARD OF LEASE AGREEMENT

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

G. LEASE AGREEMENT

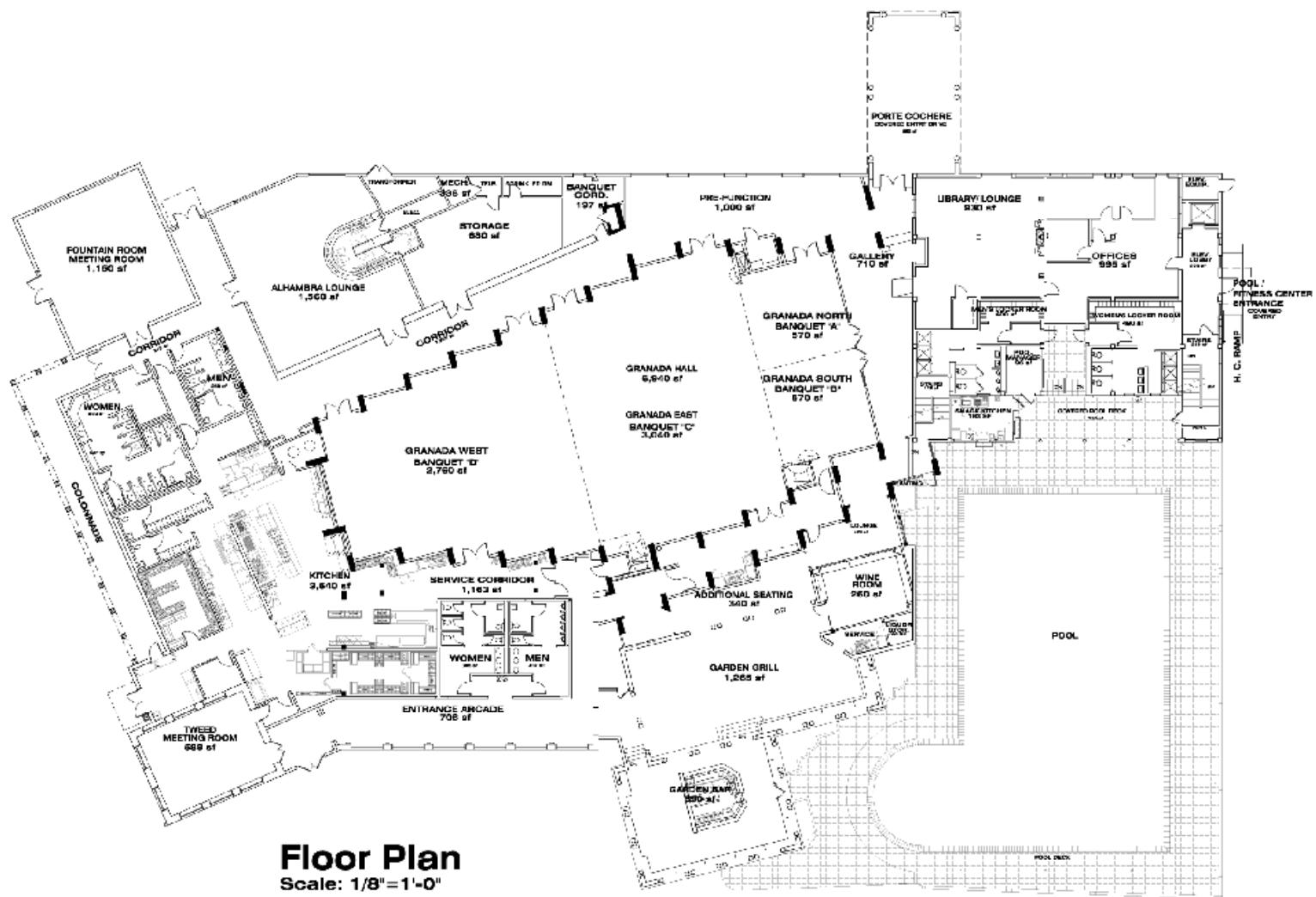
The Proposer will propose the duration of the lease agreement and any extension(s) thereof. However, the term of the lease agreement shall not exceed an initial term of twenty (20) years with options to renew.

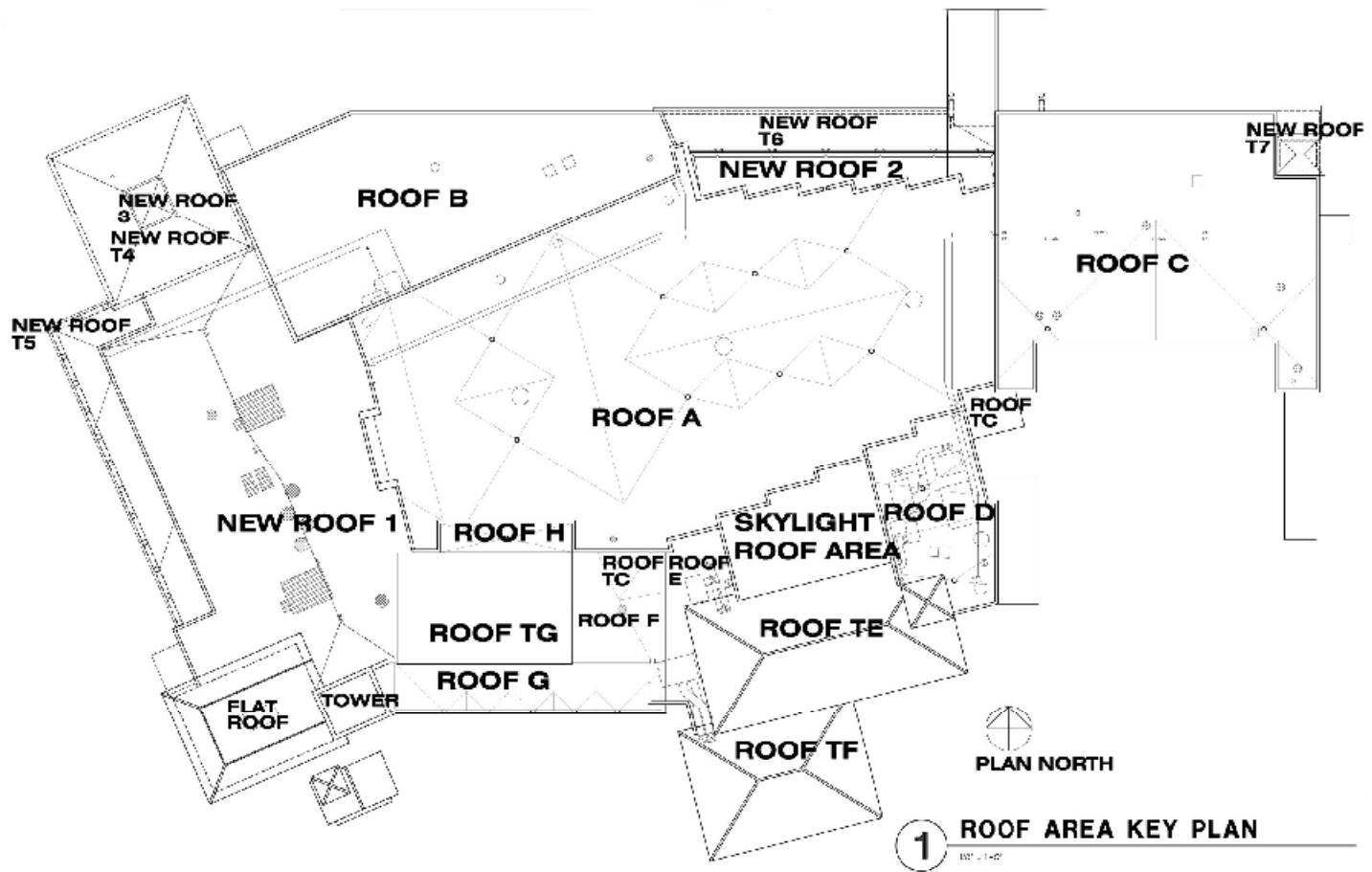
H. SUBORDINATION

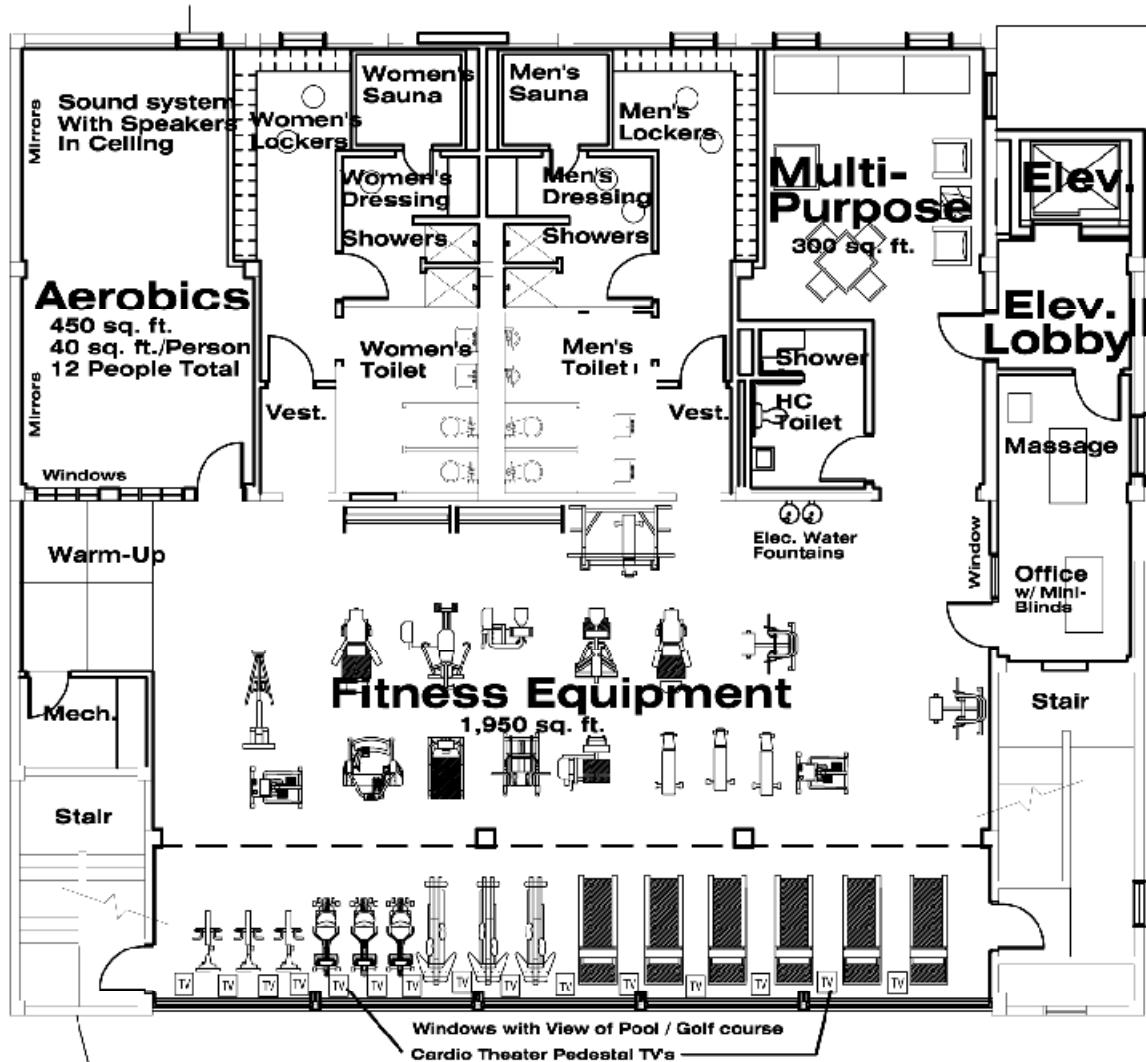
The lease agreement shall not be made subject to subordination.

APPENDIX A

FACILITY LAYOUT AND ESTIMATED SQUARE FOOTAGES







The Country Club of Coral Gables Fitness Center Second Floor Plan

COUNTRY CLUB OF CORAL GABLES
FUNCTION ROOMS CAPACITY

Room	SF	T	C	Rec	Rounds
Ballroom	6940	700	350	800	515
Ballroom (N+S)	1140	60	36	100	60
Ballroom (Center)	3040	200	70	220	200
Ballroom(West)	2700	150	60	200	170
Lounge	1568			125	70
Fountain Room	1150	75	50	100	72
Tweed Room	588			50	40

Legend:

SF	Square footage
T	Theatre
C	Conference
Rec	Reception
	Breakfast, Lunch & Dinner
Rounds	Capacity
	Ballroom North & South
N+S	sections

COUNTRY CLUB OF CORAL GABLES APPROXIMATE ROOM SQUARE FOOTAGES

CLUBHOUSE

MEETING ROOMS 2,122 SF
CORRIDOR 783 SF
ALHAMBRA LOUNGE 1,568 SF Seats 80
TRANSFORMER ELEC. MECH. 228 SF
MEN 436 SF
WOMEN 524 SF
SERVICE CORRIDOR 1,503 SF
PRE-FUNCTION ROOM 931 SF
KITCHEN 3,419 SF
STORAGE 823 SF
GRANADA HALL (TOTAL BANQUET=7,376 SF Seats 615)
BANQUET "A" 1,357 SF Seats 113
BANQUET "B" 3,175 SF Seats 265
BANQUET "C" 2,844 SF Seats 237
GALLERY 1,119 SF
SERVICE CORRIDOR 1,163 SF
GARDEN GRILL 1,813 SF Seats 121
SERVICE 159 SF
SNACK BAR 405 SF
GARDEN BAR 869 SF Seats 58
ENTRANCE ARCADE 1,114 SF
MEN'S 363 SF
WOMEN'S 363 SF
TWEED ROOM 588 SF
ENTRANCE CANOPY 421 SF (COVERED)
PORTE COCHERE 920 SF (COVERED)

COUNTRY CLUB OF CORAL GABLES APPROXIMATE ROOM SQUARE FOOTAGES

POOL BUILDING

FIRST FLOOR

OFFICES 797 SF
LIBRARY / LOUNGE 958 SF
ELEVATOR LOBBY 307 SF
ELEVATOR & EQUIPMENT 125 SF
MEN'S LOCKER ROOM 429 SF
WOMEN'S LOCKER ROOM 448 SF
STORAGE 71 SF
POOL MANAGER 96 SF
STAIRS 128 SF
STAIRS 170 SF
VENT. 26 SF
COVERED POOL DECK 633 SF (COVERED)

SECOND FLOOR

AEROBICS 480 SF
WOMEN'S TOILET 108 SF
WOMEN SHOWERS 85 SF
WOMEN LOCKERS 206 SF
MEN SHOWERS 96 SF
MEN LOCKERS 245 SF
MEN'S TOILET 109 SF
FITNESS CENTER 2,008 SF
CHILDCARE 480 SF
ELEVATOR & EQUIPMENT 157 SF
ELEVATOR LOBBY 165 SF
MASSAGE 66 SF
STORAGE 57 SF
STAIRS 128 SF
STAIRS 170 SF
VENT. 26 SF

SITE DATA

PARKING PROVIDED

Club Parking	135
City Parking (west lot on Granada)	20
Total Spaces	155

PARKING REQUIREMENT

From Section 13-6 Table 2

Private Clubs = 1 Space/250 SF over March 11, 1964 SF of 49,441 SF

Existing 1 Space/500 SF

Building w/ New Addition = 38,228 SF

	Required	Actual	Difference
Existing on 03/11/64=49,441SF	99	128	29
Building w/ New Addition	99	144	45

COVERAGE

Site Area

139,767.67 SF (3.209 Acres)

Building Area (w/ New Addition)

Footprint = 33,374 SF

Coverage = 23.87 Percent (33,374 ÷ 139,767.67)

SELECTIVE DEMOLITION

Approximately 3,876 SF

March 6, 2003

NEW CONSTRUCTION TO:
THE COUNTRY CLUB OF CORAL GABLES

SQUARE FOOTAGE SUMMARIES

EXISTING BUILDING	NEW CONSTRUCTION	NEW TOTALS
MAIN LEVEL 30,856 SF	+ 2,518 SF ADDITION	= 33,374 SF
SECOND LEVEL 4,167 SF	+ 687 SF ADDITION	= 4,854 SF
TOTALS 35,023 SF	3,205 SF ADDITION	38,228 SF

APPENDIX B

OTHER FACILITIES WHICH MAY BE AVAILABLE

Granada Golf Course Maintenance and 9 Hole Golf Course

1. 57.8 acres of land including clubhouse.
2. Greens : Tifdwarf Bermuda grass rebuilt 1999
Tees and Fairways: 419 Bermuda grass
Rough: St. Augustine grass
One practice putting green
Small chipping area
3. Irrigation System: Computer Controlled Rainbird "Stratus System" installed in 1999. Flowtonex variable speed pump station. Three wells: two 40 horsepower motors + one 1.5 horsepower Pressure maintenance pump.
3. Equipment Maintenance Storage approximately 2800sq. ft.
Not including: Small parts room, employee locker room with bathroom/shower.
Additional bathrooms on the outside for the golfers - men's and women's.
Chemical room storage on the outside of the building.
Cart room storage for fleet of 39 golf carts- all carts leased from Club Car.
One Ice Machine
4. One Diesel Pump with 500 gallon above ground tank.
5. Golf Course Equipment:

One Toro fairway mower-2000 One Massey Ferguson Tractor - 1993
One Toro Greensmaster – 2006 One Salsco Greens Roller – 1994
One Toro Greensmaster – 2000 One Lely Fertilizer Spreader - 1996
One Ransomes Electric mower – 2002
Two Toro walk mowers – 2000
Two Toro Groundsmaster – 2006
One Cushman Sprayer – 2001
Two Cushman trucksters – 2001
One Terra Topper Topdresser – 1996
One Kubota front loader/backhoe – 2000
One Gravely Turf Vac - 1996

Granada Golf Pro Shop

1. Pro shop with approximately 1500-2000 sq.ft. area for merchandise.
2. Men's and Women's locker rooms with restrooms, showers and lockers
Both locker rooms renovated Summer 2008.
3. Small club repair room adjacent to Pro shop.
4. Small merchandise storage room and bathroom adjacent to Pro Shop.
5. Small office area adjacent to Pro Shop.

Granada Snack Shop

1. Granada Snack Shop (adjacent to the Golf Pro Shop) is 1,184 sq. ft.
2. Number of seats, including counter, is 56
3. All equipment and fixtures are owned by the City of Coral Gables
4. Current lease scheduled to expire August 2008

Coral Gables Tennis Club
Facility Assessment

The CGCC tennis center has the following conditions.

- Six Har-Tru clay courts.
- An above ground irrigation system.
- 1 court divider between court 2 and 3
- A men's and women's locker room with shower and bath room facilities.
- A small pro-shop and office area.
- A patio area next to court 1.

Needs for improvement are as follows.

- Clay material needs to be removed and replaced with new material. Approximately forty to fifty 50lbs bags per court.
- Some scarifying needs to be done towards the back of the courts and in between some of the courts as well.
- A new heavy pull broom for grooming should be purchased.
- A new soft pull broom for grooming should be purchased.
- New line sweepers (2 or 3).
- Pressure clean the patio area and reseal tile.
- Paint faced of the pro-shop.
- Fix the roof close to the men's locker room as it is beginning to crumble and could pose a safety risk.
- Landscaping of surrounding area. Weeding, plants etc.
- Water fountain needs to be fixed.

APPENDIX C
OTHER MATERIALS AVAILABLE

- o Copies of Furniture and Equipment Inventories (compilation in process)
- o Copies of audits performed at the Country Club of Coral Gables on behalf of the City of Coral Gables (currently underway)
- 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 approve Site Plan 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 Citizens Reports and Findings on file with the City of Coral Gables

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