

**REQUEST FOR PROPOSALS
(RFP#12-13-067)**

FOR

**THE LEASE OF CITY OWNED
PROPERTY**

LOCATED AT

2820 MCFARLAND ROAD

MIAMI FL. 33133

GARDEN STYLE CAFE

ISSUED: SEPTEMBER 13, 2013

September 13, 2013

Thank you for your interest in leasing a portion of the “Glass House” as the site of a garden style café.

Located on prime real estate in the thriving Coconut Grove community of the City of Miami, the building occupies a portion of the city-owned property located at 2820 McFarland Road, Miami, Florida. The site is currently used as an office space for a non-profit organization. The rental space is comprised of approximately 1,725 square feet of interior space and 600 square feet of exterior patio space (“Lease Area”) and is situated on nine (9) acres at Peacock Park (“Property”).

The attached document is the Request for Proposals (“RFP”) issued by the City of Miami (“City”) to solicit potential proposers interested in developing the Lease Area through an integrated package of services consisting of renovation/construction, build-out, leasing, management and operation (“Proposers”).

The RFP contains information regarding the Lease Area; the uses sought by the City for development consideration; proposal submission requirements; and evaluation criteria. Carefully review all enclosed documents. Proposals must comply with all proposal submission requirements to be eligible for consideration. All information and materials submitted will be thoroughly analyzed and independently verified. Proposals must present a definitive build-out program, completion schedule, financial plan, and lease proposal responding to the RFP requirements to form a basis for selection by the City.

The City will conduct an Optional Pre-Proposal Submission Conference and Site Visit on _____. While attendance at the Pre-Proposal Submission Conference and Site Visit is optional, all prospective Proposers are invited and encouraged to attend. Details of the Pre-Proposal Submission Conference and Site Visit will be posted on the Department of Public Facilities’ website.

Proposals are due no later than Monday, December 16, 2013 by 2 PM and must be delivered to the City of Miami, Office of the City Clerk. A list of Proposers will be made public the following day. The successful proposal will be subject to the requirements of the Charter and Code of the City. Late or incomplete proposals will not be considered.

On behalf of the Mayor and Commissioners, I welcome responsive development proposals which will realize the full potential of this prime real estate location.

Sincerely,

Daniel J. Alfonso.
Acting City Manager

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Location Map showing Glass House & Peacock Park
Rendering of Glass House in current ‘As Is’ Condition
Zoning Map of Peacock Park
City Charter and City Code Selections
City Code Section 18-74 - Code of Silence
City Code Section 2-612 - Conflicts of Interest
City Charter Section 29A Contracts for Real Property
City Charter Section 29B - City-owned Property Sale or Lease - Generally
City of Miami LEED Certification, Miami21 Zoning Code Section 3.13.1
City Charter Section 3 – Powers

City Zoning Code

- Miami 21 – Article 4. Table 7 Civic Space Types
- Miami 21 – Appendix A3 Coconut Grove NCD3 , Sections 3.1-3.5 & Section 3.8
- Miami 21- Article 6, Section 6.5, et. seq. –Sign Regulations

ALL PROSPECTIVE LESSEES MUST CONDUCT THEIR OWN DUE DILIGENCE.

I. EXECUTIVE SUMMARY

Development Opportunity	To plan, design, develop, renovate, build-out, lease and manage a garden style café, with Proposer’s private funding.
Size	The City will offer approximately 1,725 square feet of interior space, including restrooms and kitchen space, plus approximately 600 square feet of exterior patio space (“Lease Area”). Proposer may include tables around the side outside areas. Proposer will acquire use of those areas through a permit agreement through the Parks Department. The use fee will be \$30 per square foot.
Location	Located on a portion of 2820 McFarland Road, in the Coconut Grove section of the City of Miami.
Required Use	Garden style café, with walk-up counter service and Wi Fi access, plus ancillary related uses.
Required Proposer Build-out	Proposer must build-out the Lease Area into a garden style café and renovate the existing kitchen area.
Required Lease Agreement	A lease agreement between the City and the successful Proposer authorizing the use of the Lease Area will be required upon selection of the successful Proposer who will become lessee (“Lease Agreement”).
Acceptable Additional Uses	Beer & Wine service with food consumption; and other uses allowed by and subject to the conditions, including permitting, of the City Zoning Ordinance, such as a magazine stand; entertainment, educational, recreational and cultural activities. Beer and wine service is subject to the lessee meeting all state and local, legal, permitting and regulatory requirements.
Zoning and Density	The Property is zoned “Civic Space” under Zoning Ordinance Miami 21.
City’s Financial Requirements	Proposals shall include lease payments in the greater of a monthly minimum rent (“Minimum Base Rent”) or a percentage of gross revenues (“Percentage Rent”). Construction Rent must be paid during construction/renovation period. Other fees may be applicable.
Maximum Lease Term	The Lease Area shall be leased for one (1) initial term of twenty 25 years (“Lease Term”), with two (2) additional terms of five (5) years each (“Renewal Term”), with the Proposer being responsible for all construction, leasing, maintenance and management of the Lease Area. Renewal Terms will only be granted by the City if the lessee is in good standing, and not in default. The Lessee must request such renewal in writing from the City Manager at least 180 days prior to the date any such renewal would commence or the lessee’s ability to renew is waived.
Proposer Selection Process	One Proposer shall be selected as the subject for exclusive lease negotiations following an RFP review and selection process as set forth in the applicable provisions of the City Charter, Code and this RFP.
Use of Rent Proceeds	Subject to City Commission approval, 100% of all Monthly Minimum Rent proceeds derived from the Lease Area shall be earmarked to fund park programming.
How to Obtain RFP & Register	Only registered Proposers may participate. To register, submit a non-refundable registration fee of \$100.00 in the form of a cashier’s check, money order, or official bank check made payable to the City of Miami and addressed to the contact name and

address listed below. A copy of the RFP is downloadable at the Department of Public Facilities' website at: <http://www.miamigov/PublicFacilities/pages/glasshouse/default.asp>.

- Initial Earnest Money Deposit Required** An earnest money deposit of \$2,500.00, payable to the City of Miami, in the form of a cashier's check, money order, letter of credit, or official bank check, is required to accompany the proposal submissions. This earnest money deposit is fully refundable to Proposers not selected.
- Optional Pre-Proposal Submission Conference and Site Visit** Wednesday, October 16, 2013 at 10.00 am. (Details to be provided by e-mail to registered Proposers).
- Proposal Due Date and Location** Monday, December 16, 2013, 2 PM (EST)
Miami City Hall, City Clerk's Office
First Floor Counter
3500 Pan American Drive
Miami, FL 33133
- Additional Deposit Required** An additional \$12,250.00 non-refundable deposit if required from the successful Proposer selected for exclusive negotiations.
- To Register and for further information contact** Judy Marsie-Hazen, Senior Project Representative
Department of Public Facilities
City of Miami Riverside Center, 3rd Floor
444 SW 2nd Avenue
Miami, FL 33130
JMarsie-Hazen@miamigov.com
305.416.1426
305.416.2156 Fax

II. THE OPPORTUNITY

This Request for Proposals (“RFP”) is an invitation from the City of Miami (“City”) to individuals, corporations or other legal entities (“Proposers”) having the requisite qualifications and experience in the café/restaurant to create a garden style café in Coconut Grove. The Property consists of 1,725 square feet of interior space and approximately 600 square feet of exterior patio space (“Lease Area”) and sits on Peacock Park. The City intends to rent the Lease Area for development, renovation, operation and management under a twenty-five (25) year Lease Agreement with the option to renew for two (2) additional terms of five (5) years each. To accomplish its development objectives, the City is seeking a private sector Proposer offering an integrated package of services including the private financing of build-out construction/renovation, leasing, operation and management of the garden style café site.

The approved uses of the Lease Area include a garden style café (as the primary use) with walk-up counter service and Wi- Fi accessibility.

Of key importance to the project is the Proposer’s ability to achieve a balance between the potential dining and entertainment uses of this prime location and maintaining the recreational value of the existing park. The City envisions the completed project as a destination for local residents and tourists alike. The objective is to offer patrons a casual dining experience and a relaxing gathering place for recreational activities.

A. NEIGHBORING DESTINATION

Coconut Grove

Coconut Grove is a neighborhood in the City of Miami, Florida in Miami-Dade County. Coconut Grove was originally an independent city, established in the 1870s, but was annexed by the City of Miami in 1925. “The Grove” as it is known is bustling with restaurants such as Monty’s Raw Bar & Restaurant, Green Street Café, Jaguar and Cheesecake Factory. Shopping is abundant with two large open-air shopping malls, Coco Walk, Streets of Mayfair, and other street shops and boutiques found within walking distance. Coconut Grove is also home to the annual Goombay Festival in June, the King Mango Strut, bed-racing, and the world-renowned Coconut Grove Arts Festival. Coconut Grove is also home to the City of Miami’s City Hall and numerous marinas. Off-street parking can be found throughout the area in addition to public and privately- operated parking garages. The Grove is centrally located and near Brickell Avenue, Downtown Miami, Coral Gables and Key Biscayne.

B. FACILITIES

Peacock Park

Peacock Park is a nine-acre site comprised of a softball/baseball field, skate park, tennis court, basketball courts, picnic tables, a boardwalk and other amenities. There are two buildings situated on Peacock Park: (1) a one-story storage building for maintenance equipment and (2) a separate one-story office building, familiarly called “The Glass House.”

Glass House

The one-story structure, part of the proposed Lease Area, is slightly elevated. It consists of two (2) spaces, including the proposed garden style café space and offices for the City of Miami’s Parks and Recreation Department. The red-roofed building built in 1968 incorporates wide porches throughout all four sides of the structure. The majority of the building’s exterior walls are made of glass. Coral stone, native to the area, can also be found along some portions of the walls. Along the front of the building, are various levels that incorporate seating into the park green.

C. PLANNED PARKS & RECREATION STAFFING

The western portion of the building which will be occupied by the Department of Parks and Recreation will be staffed with:

- A Park Manager with part-time support staff that would:
 - Oversee, coordinate, and secure private partners
 - St. Stevens
 - Others
 - Manage facility permits
 - Ball fields and courts
 - Community center for meeting and other uses
 - Coordinate After School programming
 - Computers, homework assistance, tutoring
 - Recreation games and activities (In-door & Outdoor)
 - Provide Summer Programs
 - Recreational activities and games
 - Sports activities
 - Arts & Crafts
 - Field Trips
 - Learn-To-Swim (at Virrick Pool)
 - Offer Clubhouse activities year round
 - Computer games
 - Wii
 - Ping pong, foosball and other games
 - Schedule community meetings, programs and activities
 - Homeowner's Associations
 - Village Council
 - Book Club – Garden Club
 - Continuing education partnerships
 - Checking out of equipment

III. THE SITE

A. BOUNDARIES

The Lease Area is located on a portion of Peacock Park which is itself situated at 2820 McFarland Road. To the northwest of the park property site is a church and school, followed by retail establishments, a residential neighborhood to the southwest; and Coconut Grove Library, the Women's Club and South Bayshore Drive to the northwest.

B. EXISTING CONDITIONS

The Lease Area and its improvements are offered "as is, where is." Further discussion of the City's Commitment to the Lease Area can be found in the Terms and Conditions of Offering Section of this RFP.

Utilities

The Lease Area is currently supplied with potable water by the Miami-Dade County ("County") Water and Sewer Department ("WASD"). There is no apparent gasline serving the garden style café building. Wastewater flows into the County's sanitary sewer system. Due to the lack of records by WASD and the absence of service bills, a septic tank may exist on the site; however, the Phase I Environmental Site Assessment (ESA) conducted by Cherokee Enterprises, Inc. did not reveal the existence of a septic tank.

Based on the information available, the successful Proposer may be required to relocate the existing water and sewer connections on the site as deemed necessary by WASD. The City's existing water/sewer and electrical supply lines do not meet the requirements of a full-service

restaurant. The City's proposed water/sewer and electrical improvements for the Lease Area will meet the requirements of a warm-up kitchen rather than a full-service restaurant.

Should the Proposer wish to keep the kitchen at the rear of the building and also have garbage collection at the rear of the building (away from the street) to facilitate operational efficiencies, the Proposer will have to contract with a City franchisee for garbage collection at this location. Otherwise, the City will continue to collect garbage at this location at the front or street side portion of the garden style café building.

Environmental Conditions

The City makes no representation regarding the environmental condition of the site. The City does not warrant or make any representation as to the accuracy or completeness of the information being provided to the Proposer. The successful Proposer will have an opportunity to inspect the Lease Area prior to taking possession. A Phase I ESA conducted in January 2010 discovered the presence of asbestos in the floor tile and mastic. The City of Miami shall be responsible for the proper disposal and remediation of asbestos containing material found in the Lease Area, as may be required by law. During the "due diligence" period, the Proposer may be required to conduct additional environmental site assessments, including sampling and testing of the soils, sediments and the groundwater.

The Phase I ESA is available for review at the City of Miami, Department of Public Facilities located at 444 SW 2nd Avenue, 3rd Floor, Miami FL. 33130 and will also be uploaded and made available at the following website link: <http://www.miamigov/PublicFacilities/pages/glasshouse/default.asp>.

C. PROPOSED CITY IMPROVEMENTS

The City will perform the following improvements to the Glass House for the Lessee:

- 1) Install new rooftop air conditioning units for Lessee.
- 2) Install separate utility systems for Lessee, including independent water meter, separate reduced pressure backflow preventers and electrical utility system;
- 3) Installation of a one-hour, tenant separation fire-rated wall and installation of a one-hour fire-rated ceiling;
- 4) Install grease trap;
- 5) Installation of new concrete ADA ramp;
- 6) ADA renovations to existing restrooms;
- 7) Replacement of all vinyl and wooden floors and buff the terrazzo flooring;
- 8) Cleaning and buffing of existing terrazzo floors.

The City improvements listed above meet the requirements of a warm-up kitchen, not a full-service restaurant. As-built drawings and a floor plan for the above-referenced City improvements will be uploaded and made available at the City Department of Public Facilities' website link: <http://www.miamigov.com/PublicFacilities/pages/glasshouse/default.asp>

D. OTHER PROPOSED IMPROVEMENTS

A current licensee of the City at Peacock Park, which uses the outdoor grounds has made the following additional improvements to the Peacock Park grounds, as follows:

- Landscaping improvements
- Fence repairs
- New exercise court
- Two (2) new soccer fields
- Refurbished basketball court

E. ZONING

Pursuant to the City’s Miami 21 Zoning Code, the overall Property is zoned CS, Civic Space. (Articles 3 and 4 of said zoning ordinance are included as Attachment II for your review).

Parking – Off-street parking is available in the immediate area and within walking distance. Proposer should contact the Department of Planning and Zoning to comply with all parking requirements.

Valet Parking – Generally speaking, the City may contemplate a valet service to operate at the Property through a licensed and approved valet operator. However, approval of a valet service is ultimately subject to the approval of the City’s Public Works, Zoning, Risk and Police Departments, as well as the MPA.

Liquor License – The Property does not have an existing liquor license attached to it, but the Proposer may apply to the applicable government authorities for a liquor license in order to serve alcohol in the Lease Area. The Lease Agreement will not be offered contingent on the Proposer being able to acquire a liquor license.

Distance Requirements for Sale and Consumption of Alcohol at Property –The distance requirements to allow sale and consumption of alcohol, beer and wine on the premises will depend on various factors, including the type of food establishment. Please refer to City Code Sections 4-7. “Distance separation—[b]etween an establishment within the central commercial business district, the SD-8 Design Plaza Commercial-Residential District and combination residential and commercial district and 4-11 Exceptions to [D]istance [R]equirements for additional information.”

Prospective proposals must ensure that the development complies with all applicable zoning laws and conforms to the more restrictive uses allowed by this RFP as described below:

Allowable Uses	Zoning
	“CS” Civic Space
Ancillary and Support Facilities such as Offices	Allowed
Educational and/or Cultural Facilities/Activities	Allowed
Entertainment Destinations/Activities	Allowed
Playgrounds, Playfields, Parks	Allowed

See also, Miami 21 Article 3, Section 3.3.6 and Appendix A, NCD-3 Commercial Districts.

F. FLOOD ZONE

A preliminary review of the parcel shows most of the land Flood Zoned “X”. All modifications to the structure must conform to the “X” Flood Zone requirements set forth by the City Code and the Federal Emergency Management Agency (“FEMA”).

G. TRANSPORTATION AND ACCESSIBILITY

The site is easily accessible via automobile and public transportation and is within walking distance to many residents in the area. McFarland Road and South Bayshore Drive are considered main arterial roads which abut the park.

H. IMPACT FEES

The successful Proposer must pay for any Impact Fees related to its improvements to the Property.

I. ASSESSED VALUE OF PROPERTY

The 2013 assessed value of the entire park property is \$14,348,447.00, of which \$426,671.00 is attributable to the assessed value of the buildings located at 2820 McFarland Road, Miami FL. The assessed value of the Lease Area is not available.

J. HOURS OF OPERATION.

Hours of operation for the garden style café are subject to City Code regulations relating to hours of operations for food establishments serving alcoholic beverages. According to a recent legal interpretation of City Code Section 4-3.1, hours of operation are restricted according to a food establishment's seating capacity and according to whether the food establishment intends to serve alcoholic beverages. If the intended seating capacity of the food establishment is under 20 seats, the food establishment has no full kitchen and it serves alcoholic beverages, the hours of operation are weekdays and Saturdays from 11:00 a.m. to 10:00 p.m., and Sundays from 12:00 noon to 10:00 p.m. If the intended seating capacity of the food establishment exceeds 20 seats and the food establishment has a full kitchen and serves alcoholic beverages, the hours of operation are weekdays and Saturdays from 7:00 a.m. to 3:00 a.m. the following day and Sundays from 12:00 noon to 3:00 a.m. the following day.

K. SEATING CAPACITY

The seating capacity for the Lease Area will be dependent on the renovations proposed by each Proposer. The seating capacity may be estimated by the amount of space available in the Lease Area, approximately 1,725 square feet of interior space and 600 square feet of uncovered exterior patio space on the east side of the building. While the covered side terraces, which measure approximately 1,470 square feet, are not part of the Lease Area, the covered side terraces will be available for use by the successful Proposer at \$30.00 per square foot of table space pursuant to the requirements of a Park Permit. The revenues collected and earned by the successful Proposer from the side terraces shall abide with the RFP requirements of the gross revenue Percentage Rent to be paid to the City. The side terraces will not be considered a permanent part of the Lease Area and shall remain open to the public at all times.

IV. PROJECT GOALS AND OBJECTIVES

The City's development goals and objectives for the site are to achieve: (1) a unique use to serve the public; (2) a significant and sustainable financial return to the City; and (3) a landmark design.

The City has carefully formulated the following objectives for this public-private partnership:

A. REQUIRED USES

A garden style café, with walk-up counter service and Wi-Fi accessibility, is specifically required as part of any development/renovation program for the Lease Area. This is a "must" or mandatory requirement and failure to include this component will be just cause for failing to consider a Proposal or to assign it a low rank as determined by the City/City staff.

One or all of the acceptable uses listed below may be accommodated within a Proposer's proposed development program, so long as the vision is achieved in a well-balanced plan.

B. PLANNING AND LAND USE OBJECTIVES

To develop a garden style café and its ancillary uses and upgrade the existing facility.

To re-develop a facility that maximizes the potential use of the property's setting and location.

To form a compatible link to Peacock Park, and the neighboring commercial and residential areas.

To enhance the overall public benefit derived from the Lease Area in terms of use, access, and financial return.

To develop an array of uses that will attract increasing and varied segments of the local, regional and visitor population and further develop the international destination appeal of Miami.

C. URBAN DESIGN PRINCIPLES AND GUIDELINES

General

- Public access shall be continued and enhanced.
- Safe pedestrian connections between the garden style café and the park must be assured.
- The architecture shall acknowledge the tropical climate of the region and contribute to the pedestrian, civic life of the project.

Usage

- The garden style café must be a high-quality facility with additional amenities including walk-up-counter services, Wi-Fi internet access, outdoor seating for diners, and related activities. The garden style café area shall be approximately 60% of the one-story building.
- The remaining 40% of the building shall be designed and operated as a park facility.

ACCESS

- Provide the maximum public access feasible.
- Creative use of lighting and distinctive exterior building lighting is encouraged.
- All utility infrastructures shall be placed underground or within chases below grade.

Open spaces

- Provide or upgrade a continuous variety of public open spaces.

Architecture

- Building shall acknowledge the tropical climate of the region.
- Building's facade may only be altered subject to regulatory approval and shall maintain compatibility with the adjoining exterior façade and uses of the building.
- Entrances are strongly encouraged to face the park, proposed plazas, open spaces, and pedestrian walkways.
- Secondary entries from interior walkways are also encouraged.

Parking

- Parking shall not be allowed within the park.
- Off-street parking is found throughout the immediate vicinity. Private and public parking garages are also found within walking distance. Prospective Proposers should inquire with the Zoning Section of the Department of Planning and Zoning for parking requirements. The MPA can be contacted regarding an agreement for parking within the immediate area.

Landscape

- The successful Proposer must not alter the existing landscaping without the City's approval and consent, nor remove trees from the Park.

Signage

Signage shall be designed to meet compatibility, uniformity and size standards that do not compete with the architecture of the development.

V. TERMS AND CONDITIONS OF OFFERING

A. CITY'S COMMITMENT OF SERVICES

The City's guaranteed participation in the proposed project is limited to a long-term leasehold of the property, not to exceed an initial term of twenty-five (25) years, with options to renew for two (2) additional terms of five (5) years each. Proposals that are contingent on receiving financial assistance in any form from the City will not be considered.

B. COMMITMENT OF PROPERTY

The Lease Area and its improvements are offered "as is, where is" by the City for development/renovation and long-term leasehold. No representations or warranties whatsoever are made as to its condition, state or characteristics. Warranties of fitness for a particular purpose or use and habitability, whether expressed or implied, are hereby disclaimed. Exterior improvements to the one-story structure and interior modifications to the building for the build-out, including the surrounding open areas may be allowed pursuant to compliance with local and state regulatory agency guidelines.

Testing, audits, appraisals, inspections, or other non-invasive studies that are necessary or desired to submit a proposal, shall be conducted at the sole expense of the prospective Proposer. City-owned property is held in public trust and cannot, by Florida law, be mortgaged, pledged, liened, encumbered or subordinated in any way as a part of the Lease Agreement; however, the leasehold interest may be mortgaged. All leasehold improvements shall become the sole property of the City upon the expiration of the Lease Agreement.

The selected Proposer will be required to identify construction staging areas that do not interfere with the ongoing operation of Peacock Park, or cause disruption to the adjacent residential neighborhood. The City does not guarantee the availability of additional land for construction staging. Additional City-owned lands, if located, may be offered, through a short term construction easement agreement, for use in construction staging at an additional cost.

C. PROPOSER'S FINANCIAL COMMITMENT

The successful Proposer shall be required to provide all financing for the build-out and construction/renovation of the garden style café improvements, including kitchen facilities. Additionally, the successful Proposer must be capable of covering operating expenses and making lease payments that provide at least fair market value to the City, along with a deposit or surety to guarantee required performance and payments.

The City prefers that the successful Proposer undertake the leasehold improvements through its own financial resources and without recourse to construction or other leasehold financing resulting in leasehold mortgage obligations and encumbrances of the City's property. The City, however, reserves the right to evaluate, at its discretion and on a case by case basis, proposals for leasehold financing and approval of leasehold mortgages.

D. FAIR MARKET VALUE

In accordance with City Charter Section 29-B, the leasehold must provide the City with at least fair market value. Proposals shall include sufficient analyses of revenues, operating expenses and development costs to justify the proposed lease payments which must provide the City with at least "fair market value" based upon the proposed project. Each Proposer shall specifically state in its proposal that it agrees that annual lease payments shall meet fair market value, at a minimum, if its proposal is accepted by the City.

Fair market value and the sufficiency of proposed lease payments shall be determined by an appraisal of the proposed project as performed by two (2) State-certified general appraisers hired by the City. The nature of such rent shall, however, be an important consideration in the competitive evaluation of alternative financial proposals. Any rent negotiated between the City and the successful Proposer must be confirmed as meeting the fair market value requirement of the City Charter as determined by a State-certified general appraiser.

E. FORM OF LEASE PAYMENTS, ESCALATION

Proposals shall include the greater of monthly Minimum Base Rent of \$4,750.00 or Percentage Rent of gross revenues in the amount of 7.5% over a \$760,000.00 annual breakpoint. Minimum Base Rent and Percentage Rent shall be escalated by CPI index annually. Additional rents are encouraged.

The successful development team may also be required to provide the City with the following rents:

Construction Period Rent to be paid for the appropriate period prior to project completion, with an allowance of Nine (9) month's of rent forgiveness during the construction period.

The City expects fair market value to be achieved from the escalating Minimum Base Rent, with Percentage Rent of gross revenues and any additional proposed participation rents providing the City with a share of the financial upside. The above-referenced cited Minimum Base Rent and Percentage Rent were determined by two independent appraisal performed on behalf of the City.

VI. LEASE AGREEMENT

The City may require that a Lease Agreement, in substantially the attached form as in Attachment I herewith, be executed upon approval of the successful Proposer by the City Commission. The terms and conditions within the Lease Agreement will capture the use and development of the Lease Area according to the parameters of the Proposer's proposal and this RFP. The City will not consider a sale of any part of the property. The actual terms of the Lease Agreement shall be negotiated with City staff and are subject to final approval by the City Commission. The Lease Agreement will be subject to negotiation, however, the Lease Agreement will be furnished by and controlled by the City. Certain clauses, including without limitation, a cancellation upon default, a hold harmless, indemnity and duty to defend in favor of the City, its officials and employees, required insurance and bonding from the Lessee, compliance by Lessee with all applicable laws, codes, rules, regulations and resolutions of the City and any other governmental agency having jurisdiction over the Property, compliance with Conflict of Interest, Lobbying and Ethics laws, among other similar clauses. Their inclusion is mandatory and will not be negotiable. The successful Proposer shall have no vested rights, nor title or interest in the Lease Area or the park property or in the development proposed thereon until such time as a Lease Agreement is fully executed, and then only in the manner stipulated therein.

A. LEASE TERM

The term of the leasehold shall be appropriate to the types of uses approved by the City and to the level and form of investment, with an initial term of twenty-five (25) years, with options to renew for two (2) additional terms of five (5) years each.

B. PROPOSED USES

All proposed uses shall be consistent with and responsive to this RFP and City Zoning Ordinance.

C. MAINTENANCE/REPAIRS/RENOVATIONS

During the Lease Term, the Proposer shall be responsible for all expenses associated with the Lease Area, including, but not limited to, maintenance, repairs, replacements, and operating expenses.

Subject to the City’s review and consent, the Proposer may make improvements to the Lease Area, including relocation of certain project components (i.e. the kitchen, bathroom) to other parts of the Lease Area at its sole cost and expense. Proposer make minor modifications to window and door openings subject to the City’s review and consent, so long as these modifications are compatible with the current design, look and feel of the Glass House and so long as the Proposer does not remove load-bearing walls and does not impair the structural integrity of the building. The successful Proposer may not renovate portions of the building or grounds which are not part of the Lease Area.

D. SUBORDINATION; ATTORNMENTS; ESTOPPEL CERTIFICATES

The City’s fee ownership and rental income stream shall not be subordinated. The City will not issue attornments. Estoppel certificates shall be in a form acceptable to the City and will not be issued more than three (3) times over the term of the leasehold.

E. INSURANCE

The lessee shall be required to maintain throughout the lease term insurance typical for the approved project (in amounts and with limits determined appropriate by the City, in a form and with carriers acceptable to the City), including, but not limited to, commercial general liability, workers’ compensation, all risk property insurance, automobile liability, personal property, business interruption, builder’s risk, liquor liability, food and products liability, and any other insurance required by law. The City of Miami must be named as an additional insured.

F. BOND REQUIREMENTS

The lessee shall provide, or cause to be provided, to the City a payment and performance bond issued by a responsible surety company licensed to do business in Florida and satisfactory to the City, in the City’s reasonable discretion, or such other instrument satisfactory to the City. Such bond shall guarantee construction of the leasehold improvements on the Lease Area and shall be in an amount not less than 100% of the cost of said improvements.

G. TAXES AND IMPOSITIONS

The successful Proposer shall be required to pay all government assessments, including assessments imposed by the City, franchise fees, excises, license and permit fees, levies, parking surcharge, fire fee, charges and taxes, including ad valorem real property taxes, general and special, ordinary and extraordinary properly levied against the entire Property, the improvements, which constitute a lien on the Property or the improvements and which become assessed against the City and/or the Property as result of the Proposer's use of the Property for commercial business purposes. The successful Proposer shall also be required to pay other applicable sales, parking and payroll taxes. In compliance with the City Charter, should a tax exemption be obtained for either the Lease Area, the Property or improvements, the lessee shall be responsible to pay an amount equal to what the City's portion of the ad valorem real property taxes would have been if the property or the improvements did not obtain an exemption. The City's portion of real property taxes or other governmental assessments shall be due notwithstanding any incentives received from the County, State, or Federal Government.

H. SECURITY DEPOSIT

A security deposit will be required.

I. ASSIGNMENTS AND TRANSFERS OF LEASEHOLD

The City shall have the right to approve any assignment, sublet or other transfer of the Lease and, subject to City approval, the City intends to participate in any proceeds from any such assignment or transfer, with the City's participation capped at a maximum of 7% of gross proceeds from the sale if the lease is assigned, sublet, otherwise transferred or sold within lease years 1 – 5, 5% between lease Years 5 – 10 and 3% after lease year 10.”

VII. REGULATORY PROCESS

The specific plans for the site will require various permits and approvals, and each Proposer to the RFP is responsible for determining which permits and approvals will be required for the construction and operations at the site. The successful Proposer, at its sole cost and expense, shall be responsible for acquiring all required permits, licenses, and approvals from all agencies with jurisdiction, including, but not limited to, the City, County, the State of Florida, federal agencies and all public utilities. Additionally, all improvements must comply with all applicable building, fire, zoning, health and other code requirements.

The following information is intended to help the Proposer determine the applicable requirements and is not meant to be an exhaustive summary of all permits, licenses and approvals required. The City will assist the successful Proposer through expedited review procedures for City, County and State issued permits and approvals, to the extent permitted by law and regulations.

A. PUBLIC REFERENDUM APPROVAL

City Charter “Section 29-B – City-owned property sale or lease” provides that there shall be at least three (3) written proposals received from prospective lessees. If, however, there are less than three (3) proposals received and the guaranteed lease payment of the proposal is at least equal to fair market value, then the proposed transaction must be approved by voters at a referendum prior to the City Commission consummating said transaction. In the event less than three (3) proposals are received, the City reserves the right to either reject all proposals or submit the proposed transaction to a vote at the earliest convenient opportunity. If the proposal(s) is/are rejected or the proposed transaction is rejected by referendum vote, the project shall be terminated. In the event of such a termination, the Proposer has no vested rights, or title or interest in the Lease Area or Property or to the development proposed thereon, or a claim upon the City for any expenses

incurred in the proposal process. Deposits submitted to the City for participation in this process shall only be refundable if the City elects to reject all proposals.

B. DESIGN REVIEW

The design of the project shall be subject to review and approval by appropriate City departments and agencies until such time that building permits are issued.

C. BUILDING AND ENVIRONMENTAL PERMITS

To the extent that it is able, the City will expedite all City planning and building permitting for the successful Proposer due to the City's involvement as a partner in the project. The City will, if necessary, apply as an applicant or co-applicant to the appropriate local, state, and federal agencies for regulatory permits. Environmental permits may be required from the following agencies:

Miami-Dade County Department of Environmental Resources Management (DERM): permit.
State of Florida Department of Environmental Protection (DEP): site assessment.

VIII. REVIEW AND SELECTION PROCESS

A. ADMINISTRATIVE REVIEW

City staff shall initially review proposal submissions for completeness and compliance with all formatting and content requirements set forth in the RFP. During this initial review, and prior to the start of deliberations by the Review Committee, Proposers may be contacted to cure proposals that contain non-material, non-substantive defects as determined solely by staff. If notified of such a deficiency, the Proposer shall correct such deficiency within five (5) business days of receipt of notification from the City that their proposal has flaws, the date of deficiency being the date notification by the City of Miami was sent.

B. THRESHOLD REQUIREMENTS AND STANDARDS

The City has identified four (4) factors that shall serve as threshold qualification standards for this RFP process. All Proposers are required to meet these standards to receive further consideration of their proposals. Proposers are encouraged to assemble the requisite expertise, experience, financial and management capability to meet these threshold requirements. As such, where applicable, these standards will be applied to the Proposer's team as a whole, in a manner that is commensurate with the allocation of responsibility within the team.

Each responsive Proposer is expected to meet the following minimum requirements:

- 1) A minimum of five (5) years experience directly managing and operating a café, restaurant or food establishment or any combination thereof during the last fifteen (15) years; or
A minimum of any five (5) years experience directly involved in the ownership and day to day operation of a café, restaurant or food establishment during the last ten (10) years.
A minimum of five (5) years experience in the management and operation of each additional use proposed.
- 2) A leading role of principal responsibility or other demonstrated experience in the design of a project(s) of similar size, complexity and constraints as the facilities and uses proposed.
- 3) The successful **development and financing** of at least one (1) project of similar size or greater.

- 4) At least one (1) single project for which, at a minimum, one hundred thousand dollars (\$100,000) was spent on the project.

C. BACKGROUND CHECK/DISQUALIFICATION

The City will perform, or cause to be performed, a background check and investigation (including obtaining credit reports) of the Proposer prior to the conclusion of the administrative review. Each Proposal shall include a background check fee in the amount of \$1,000.00 to cover this cost. Proposer must submit consent forms providing the City to conduct background screening on the Proposer and any Proposer's principals, using the form provided in Exhibit "G" along with their proposal submission. For the purposes of this RFP, a principal shall be defined as any person, individual or entity having an ownership role in the Proposer's project. Consent forms, background screening and credit checks related to this RFP will not be made Public Records.

The City shall not deem any proposal responsive, nor enter into a Lease Agreement with the Proposer or any of the Proposer's principals that i) are in arrears to the City for any debt or obligation; ii) have uncured defaults or have failed to perform under the terms of any agreement or contract with the City within the past ten (10) years; iii) are in default under any agreement or contract with the City on the date and time the proposal is due; iv) have caused fines to be levied against the City; v) has initiated any current, pending or past litigation against the City within the past five (5) years; vi) has any litigation or a legal dispute involving a real estate venture within the past ten (10) years; vii) have current, pending or past bankruptcies or foreclosures within the past seven (7) years on projects the Proposer or the Proposer's principals have owned or controlled; viii) have caused any city-owned land or improvements to incur environmental damage, environmental contamination liability or any other liabilities.

Notwithstanding the foregoing, any Proposer who disputes the City's claim or demand for any debt or obligation, may, during the pendency of the dispute, deposit the amounts the City claims are due in an escrow account, subject to an escrow agreement negotiated with the City prior to responding to this RFP and seek a judgment from a court of competent jurisdiction. Any such escrowing of funds shall allow a Proposer to qualify to respond to this RFP and the funds shall be held in escrow until the dispute is resolved. If the City has quantified a dollar amount attributable to a failure to perform under (ii), above, a Proposer disputing such claim or demand may also avail itself of the escrow provisions.

Similarly, any Proposer, or its principal(s) that is determined by a court of competent jurisdiction or administrative agency, to have caused any liability or damage to the City, directly or indirectly, shall be immediately responsible for payment of the judgment or fines. If the Proposer, or its principal does not pay the judgment or fines within 30 days after the date of the City's written notice, either during the RFP process or anytime during the term of any leasehold awarded pursuant to this RFP, the Proposer or Lessee, as applicable, shall be immediately disqualified and any Lease Agreement shall be immediately terminated, with no other cure rights. In such event, the City shall immediately own any improvements built on the Property, with no responsibility, financial or otherwise, to the Lessee.

D. FAILURE TO DISCLOSE INFORMATION.

Should the Proposer or the Proposer's principals fail to disclose information relating to the following: i) outstanding arrearages or indebtedness with the City; ii) uncured defaults or the failure of any of the above to perform under the terms of any agreements or contracts with the City contracts within the past ten (10) years; iii) any default with the City under any agreement or contract on the date and time the proposal is due; iv) any fines any of the above have caused to be levied against the City; v) any current, pending or past litigation against the City within the past five (5) years; vi) any litigation or legal dispute involving a real estate venture within the past ten (10) years; vii) current, pending or past bankruptcies or foreclosures within the past seven (7) years on any projects any of the above have owned or controlled; viii) the role of any of the above in causing any city-owned land or improvements to incur environmental damage, environmental contamination or any other liabilities, the Proposer shall be automatically disqualified from further consideration in this RFP process.

E. REVIEW COMMITTEE

The Review Committee evaluates all responsive proposals. The Review Committee will be comprised of one (1) professional City staff members plus two (2) representatives from the private sector. In this process, the Review Committee will rely primarily on the documentation submitted in the proposal, but may also obtain critical information through a presentation by the Proposer.

The Review Committee will use the specific evaluation criteria and their respective assigned weights for purposes of rating and ranking the proposals, as defined below. Each Committee Member will review each proposal and assign a numerical score accordingly. Each Review Committee Member will determine the rank order based of proposals based on the numeric score achieved. The Review Committee will rank the order of proposals based on the individual member's vote of its rank order.

The Review Committee will render a written report to the City Manager of its evaluation of all responsive and responsible proposals. The Review Committee has the authority to recommend one or more, or none, of the proposals as it deems to be in the best interest of the City. The Review Committee's recommendation is accompanied by written justification of its findings.

F. EVALUATION CRITERIA

The City encourages all Proposers to form appropriate development teams in order to assemble the requisite expertise, experience, financial and management capability to meet the evaluation criteria. As such, where applicable, these standards shall be applied to the development team as a whole, in a manner that is commensurate with the allocation of responsibility within the team. Each Proposer is expected to address the following requirements in the proposal submission:

Overall Plan & Design of the Proposed Project

- Fulfillment of the City's established development/renovation objectives, design guidelines.
- Range and mix of uses and amenities; extent of public access and amenities.
- Demonstrated commitment to public access.
- Appropriateness and quality of the design.
- Quality of the café design as it relates to connectivity with the existing open areas.
- Harmonious or complementary integration of uses into the site.
- Successful, harmonious interface or connection to adjoining projects and uses.
- Imaginative and creative treatment of: public spaces, exterior space, circulation, landscaping, graphics and lighting and view corridors (as applicable to exterior development/renovation plans).
- Quality and sound principles of urban design proposal.
- Efficiency of site design and organization, and compatibility of uses.

Feasibility, Management and Operation of the Proposed Development

- Appropriateness and practicality of stated goals and objectives during the term of the Lease Agreement.
- Appropriateness and practicality of stated goals, objectives and policies of Lease Agreement.
- Viability, practicality and comprehensiveness of Lease Agreement, including such elements as mission, operating parameters, operating budget, revenue projections, cash flow analysis, personnel organization and staffing plan.
- Extent and feasibility of marketing plan, familiarity with primary and secondary markets for proposed facilities and services, and appropriateness of strategies to be utilized for attracting and strengthening those markets.
- Management approach to ancillary operations and businesses, particularly relative to stated experience and capabilities, and to the City's objectives.
- Proposer's experience and capability to fulfill the commitments stated in proposal.
- Timeliness of proposed development/renovation plan.

Return to the City

- Lease payments including a proposed, monthly Minimum Base Rent and Percentage of gross revenues during the Lease Term. (However, on an on-going basis, rent payments shall be the greater of Minimum Base Rent or Percentage Rent).
- Dollar value, extent, and timing of capital improvements.
- Any additional financial benefit to the City.
- Other non-financial benefits to the City.
- Likelihood and timing of receiving financial and other benefits.

Extent of Community Benefits Offered

- Programs designed to benefit the immediately surrounding residential neighborhood.
- Efforts to minimize construction impact on surrounding neighborhood.
- Training programs and employment opportunities both during and after construction.

Scoring Values

Criteria	Weighted Value
Overall Plan & Design of the Proposed Development	30%
Feasibility, Management & Operations of the Proposed Development	35%
Return to the City	30%
Minority Participation	5%
Total	100%

City Manager

After taking into consideration the findings of the Review Committee, the City Manager or his/her designee may recommend one or more, or none, of the proposals to the City Commission. Alternatively, the City Manager or his/her designee may recommend that all proposals be rejected. The City Manager or his/her designee shall state in writing the reasons for his recommendation.

City Commission

The City Commission may then accept the recommendation of the City Manager or his/her designee, reject all proposals, or seek a recommendation directly from the Review Committee. Following the City Commission's selection of a proposal, exclusive lease negotiations will commence.

The City reserves the right to cancel the request for proposals, accept any proposals deemed to be in the best interest of the City, to waive any irregularities in any proposals, or to reject any or all proposals and to re-advertise for new proposals, in accordance with the applicable sections of the City Charter and City Code.

IX. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

A. REQUIRED PROPOSAL FORMAT

Proposals should be submitted in a bound format with tab dividers separating each section. Prospective Proposers shall utilize the following outline to prepare their proposals, adding tabs and sub-tabs as needed.

TABLE OF CONTENTS

- I. EXECUTIVE SUMMARY
- II. VISION, GOALS AND OBJECTIVES OF PROJECT

- III. COMMUNITY BENEFITS
- IV. PROJECT PLAN
- V. OPERATING PLAN
- VI. MARKET ANALYSIS AND ECONOMIC FEASIBILITY
- VII. FINANCIAL PLAN
- IX. FINANCIAL FEASIBILITY
- X. FINANCIAL RETURN TO THE CITY
- XI. MARKET AND ECONOMIC FEASIBILITY
- XII. LEGAL ENTITY
- XIII. FINANCIAL CAPACITY
- XIV. DEVELOPMENT SCHEDULE
- XV. REQUIRED RFP RESPONSE FORMS
- XVI. ATTACHMENTS

B. REQUIRED PROPOSAL CONTENT

Proposals should be submitted in a bound format with tab dividers separating each section. A minimum font size of 10 point, 1 inch margins, and single spacing shall be utilized on all text documents submitted. Prospective Proposers shall utilize the following outline to prepare their proposals, adding tabs and sub-tabs as needed to all bound copies. There shall be submitted 1 original, 25 bound copies with tabs, 1 unbound copy without tabs for possible duplicating needs and 1 electronic copy submitted on CD-ROM.

All required drawings shall be submitted in the scale noted with one (1) original mounted on boards no larger than 24" x 36." The Proposer must submit three (3) additional copies of all required drawings reduced proportionately to an 11" x 17" format. The reduced drawings shall also be submitted electronically and may be used on the City's website to inform the community about the proposals. A total of no more than 14 boards will be accepted.

Table of Contents

Table listing sequential page location of Contents, Charts, Graphs and Illustrations.

Executive Summary

Summarize the proposal providing an overview of the proposal document.

Vision, Goals and Objectives of Proposed Project

Summarize the vision, goals and objective of the proposed project.

Community Benefits

Summarize the range and quality of programs to be offered as a benefit to the local community, including the number of potential jobs to be created.

Project Plan

The project plan shall be prepared by a team of specialized, registered design professionals. The design professionals must strive to create a development with a meaningful sense of place. The project plan shall take into account the Urban Design Principles and Guidelines that focus on a mixed-use recreational and hospitality development. The plan shall include:

1. Narrative Description
2. Site Program Analysis including:

- Overall site development including improvements to existing structure and surrounding modifications to the park.
 - Number and use(s) of building, square footage (both gross and rentable).
 - Number, type, size, construction and description of proposed operations by category.
 - Architectural features.
 - Permitting and environmental issues.
 - Parking solutions or agreements.
3. Site Plan
Plan should illustrate the relationship and connectivity of the proposed project to the adjacent roadways, residential neighborhoods and remainder of Peacock Park.
Required scale = 1” : 150’
4. Proposed Project Site Plan including:
- Land/Space Uses
 - Building Location
 - View Corridors
 - Pedestrian Access
 - Proposed Valet Parking Areas, if proposed
- Required scale = 1” : 20’**
5. Renderings of Overall Site
- From Within Project (3 different renderings from this view will be accepted)
- Illustrating:
- Context
 - Building Height
 - Architectural Elements
 - Architectural Features
 - Parks/Plazas/Greenways/Open Spaces
 - Signage

Operational Plan

The Proposer shall provide a brief narrative on the Proposer’s plans for the management and operations of the proposed garden style cafe during the term of the Lease Agreement, including a description of the meal service, sample menu and management, service employees to be hired, hours of operation, etc.

Market Analysis and Economic Feasibility

Proposals shall include the following elements allowing an understanding of their likely market and economic feasibility:

- A market analysis sufficient to establish the market support for this type of facility and other proposed uses, based upon analysis of demand generators, competitive supply, market pricing, competitive position and anticipated market share/capture.
- A projected development phasing schedule, if any.
- An analysis of projected revenues and operating expenses broken out for each major component covering at a minimum the first five (5) years of operation. The analysis shall specify the basis for these estimates.
- A written statement indicating the total dollar amount to be spent on permanent physical improvements to the Lease Area, including building improvements, site improvements and equipment purchases associated with the project, including public spaces and amenities, as well as that required for all start-up costs and initial operating expenses. The development/renovation cost estimates shall be itemized to include significant line

items within the major categories of hard, soft (including pre-development fees), and financing costs, and allocated by project component and building and phase.

Financial Plan

Proposals shall include a description of the financing plan for the project, including a description and estimation of all sources of construction/renovation and permanent debt and equity funds to be used in the project. Target returns and other financing considerations should be presented. Prior to its execution of a Lease Agreement, the City shall require written evidence that the successful Proposer has received a firm and irrevocable commitment of all funds necessary to construct, equip, and initiate operation of the proposed Project for a stabilization period determined by the City. The City reserves the right to further evaluate and/or reject financing commitments when the term, the identity of the financing source or other aspect of such financing is deemed not in the best interest of the City or the project.

Financial Feasibility

Proposals shall include a cash flow analysis(es) integrating revenues, operating expenses, development costs, and debt service for a minimum of the development period and first five (5) years of the project's operation. Analysis(es) shall be presented in such a manner to enable a clear understanding of financial feasibility and financial inflows and outflows both on a building-by-building basis and an integrated total basis over any phased development schedule, and shall also enable a clear understanding of the projected rents and any other financial returns to the City over the projection period.

Final Return to the City

The Proposer will provide a financial return to the City equal or better than the terms described in Section V(E) herein. Proposers must submit their proposals for both a Monthly Minimum Base Rent and a Percentage Rent.

Proposer's Team

Proposers must have formed a team that assembles the requisite expertise, experience, financial and management capability to develop, renovate, manage and operate the garden style café. For the purposes of this RFP, "Proposer" is defined as the legal entity submitting the proposal and with whom the City would enter into the Lease Agreement for the Lease Area, if awarded.

The legal entity under which the Proposer bids on and registers this RFP must be the same as the name under which the principals own and operate the garden style café. Proposer's may change the legal entity name of the Proposer submitted on the registration form at any time before the submission date, so long as the registration form is modified and initialed accordingly to reflect such change.

Financial Capacity

The Proposer must prove financial capacity allowing a determination that the Proposer is capable of undertaking the project, whether through self-financing or bank/institutional financing. In either case, the Proposer must submit evidence showing sufficient monetary resources to undertake the project. The Proposer must own a minimum of 25% of the project.

A minimum of three (3) financial references that have provided the Proposer or members thereof with development/renovation financing shall be provided, including a loan officer name or other specific contact. Additionally, evidence of possession of or access to equity capital and financing resources to carry out the proposed project shall be provided by the submittal of all of the following:

1. Composition of current real estate portfolio, listing the following for each project: project name, type location (city, state), date completed, project size (rentable area), value, debt, role (developer, operator, property manager, etc.), ownership interest, and occupancy rate.

2. Recent history, preferably within the last 3 years, in obtaining financing commitments, detailing type of project, financing source, amounts committed, etc. Proposers may submit a written statement(s) from their financing source(s) describing past projects which said source has financed for said Proposer, detailing the amount of capital, the size of the project and any other pertinent information that will assist the City in determining the availability of equity or subordinate capital to fund the project.
3. List and description of all projects in the pipeline including status, development schedule and financial commitment required of Proposer, a detailed description of the project financing methods, sources and amounts, and any working relationship (on other projects) with members of the proposed team (on this project).
4. Identification of specific relationships (and contact information) with sources of equity/debt capital and their indication that the project outlined by the City and the Proposer is consistent with their investment criteria for a project of this size and type.
5. A commitment of Proposer's equity necessary to finance the project.
6. A statement by a bank, financial institution or certified public accountant certifying that the Proposer(s) has a net worth in excess of the amount necessary to complete the project.

Proposers are encouraged to submit the specified financial statements below in their submittal to establish their capability, but such submittal will not be required. The Proposer must submit audited financial statements for the past four (4) years of each principal and joint venture participant, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units, identifying any projects with negative cash flows, amount of developer's resource debt, any non-performing loans, and the amount of guarantees and contingent liabilities. If a Proposer has been in business for more than ten (10) years, corporate financial statements will be accepted.

Development Schedule

Proposer must provide a narrative accompanied by a graphic time line or schedule detailing all phases of the development including Proposer due diligence, planning and design, permitting, construction, and operations. The schedule must include an explanation of how the phasing of the project was determined and a projection of the project completion time required following the Proposer receiving control of the site.

REQUIRED RFP RESPONSE FORMS

RFP forms are included and must be completed and placed in this section as appropriate.

- Exhibit "A" RFP Checklist
- Exhibit "C" RFP Proposal Summary Form
- Exhibit "D" Project Team Experience (Parts A & B)
- Exhibit "E" Disclosure Disclaimer Form
- Exhibit "F" Entity Certifications
- Exhibit "G" Consent Forms

ATTACHMENTS

Table of Organization for Proposer

The organizational structure presented in graphic form depicting the Proposer, its professional consultants, including the names, affiliation and addresses of all principals. This includes any and all general partners, stockholders owning five percent (5%) or more of the corporate stock, corporate officers, and executives and top management of the Proposer. A Certificate of Good Standing from the State of Florida shall be submitted for the legal entity formed for the project.

Resumes

Resumes shall be included for key individuals to be involved in the proposed development. Resumes shall specify the role and experience of the individual in the relevant project.

References for All Proposer's Principals

Proposers shall provide not less than four (4) current references for each principal who can attest to the members' relevant capability and experience. These references may be contacted by the City.

Licenses and Corporate Registrations

Individual Engineers and Architects must submit current Certificates of Registration or Licenses, and corporations or partnerships in those fields must submit current Certificates of Authorization. Proposals shall also include a copy of each firm's current corporate registration.

Other Documentation as to Experience and Capability

Proposals shall include a narrative or outline that provides sufficient detail to describe the Proposer's and consultants' considerable past experience in the development, management of projects of similar scope and complexity within the same or clearly similar sphere of endeavor. Proposers shall provide a detailed list of completed projects, indicating the time required for completion, the completion date, the amount invested and financed for the project, a description of the project's elements and the role(s) played by each development team member that was involved.

D. ATTACHMENTS

Proposers may attach additional information as required. Tabs should be utilized as needed.

ATTACHMENT I - PROPOSER'S REDLINED VERSION OF LEASE AGREEMENT PROVIDED BY CITY

The proposal must include a redlined version of the attached draft Lease Agreement that the Proposer would like the City to consider. This document should be accompanied by a summary document explaining the requested changes and providing any additional comments regarding the agreement.

ATTACHMENT II - Reference Materials

E. ANTICIPATED SELECTION SCHEDULE*

RFP available to Public/Date of Issuance
Pre-Proposal Submission Conference and Site Visit
Last day for RFP Questions
Proposal Submission Deadline
Recommendation from the City Manager to the City Commission

* Subject to change*

X. MISCELLANEOUS SUBMISSION INFORMATION

A. DEFICIENT SUBMISSIONS

Submissions received in response to the RFP shall meet all requirements specified herein. Submissions deficient in providing the required information shall be determined non-responsive by the City and shall be ineligible for further consideration. A complete proposal submission package shall be delivered to the City as follows:

B. PROPOSAL LABELLING AND ADDRESS

1. Proposal submissions must be marked for "Glass House Project Proposal" and addressed to:

Judy Marsie-Hazen
Senior Project Representative
Department of Public Facilities

2. Proposals must be received at:

Office of the City Clerk
City of Miami, City Hall
(First Floor Counter)
3500 Pan American Drive
Miami, Florida 33133

Monday, December 16, 2013 by 2 PM (EST)

The City will strictly adhere to all deadlines and receipt locations. No proposals shall be received or accepted after 2 PM, Monday, December 16, 2013 or at any other City office location, other than the City Clerk's Office (First Floor Counter).

3. Proposal submissions must be accompanied by a refundable deposit in the form of a cashier's check, money order, letter of credit, or official bank check in the amount of \$2,500.00 made payable to the City of Miami.

C. OFFICIAL LIST OF POTENTIAL PROPOSERS

Anyone bidding on this RFP must appear on the City's official list of those who purchased a copy of the RFP. This ensures that all potential Proposers are advised of any changes made, and receive all notices, addendums, advisories, etc. regarding the RFP during the bidding period. Upon submission of the \$100 registration fee in the form of a cashier's check, money order, or official bank check to register for this RFP, the contact name provided by the check issuing entity will be placed on the official list of "registered" Proposers.

D. OPTIONAL PRE-PROPOSAL SUBMISSION CONFERENCE & SITE VISIT

An optional "Pre-Proposal Submission Conference" and Site Visit shall be held on Wednesday, October 16, 2013 at 10.00 a.m. The location and details will be provided by e-mail to all registered Proposers and posted on the Department of Public Facilities website. Questions from potential Proposers may be addressed to City Staff at this meeting. Any questions answered at the meeting shall also be answered in writing. All written responses shall be made available to all potential Proposers who register at this meeting or who purchased the RFP.

E. "CONE OF SILENCE"

Pursuant to Section 18-74 of the City of Miami Ordinance No. 12271, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLIs or IFBs (bids) between, among others:

- Potential vendors, service providers, Proposers, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff, the Mayor, City Commissioners, or their respective staffs;
- potential vendors, service providers, Proposers, lobbyist or consultants, any member of the City's professional staff, City Department Directors or their respective staffs and any member of the respective selection/evaluation committee

The provision does not apply to, among other communications:

- oral communications with the City purchasing staff regarding Minority/Women Business Enterprise (M/WBE) and local vendor outreach programs, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or
- communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.
- communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.
- Protests cognizable under the Purchasing Ordinance.

All questions or requests for additional information must be asked and answered in writing by e-mail or mail. The last date to submit questions is Friday, November 15, 2013 at 5.00 pm. The request must contain the RFP title, Proposer's name, contact person name, address, phone number, and fax number. Any responses to such questions or requests that could potentially impact proposals shall be furnished to all Proposers in the form of an addendum to this RFP.

F. CITY MANAGER’S DESIGNEE FOR ADDITIONAL INFORMATION

Judy Marsie-Hazen, Senior Project Representative
City of Miami, Department of Public Facilities
Asset Management Division
444 SW 2nd Avenue, 3rd Floor, Miami, FL 33130
Email: JMarsie-Hazen@miamigov.com Telephone 305-416-1426 Fax 305-416-2156

G. BID PROTESTS

In accordance with City Code Section 18-72(b)(2), real property is specifically excluded from the provisions of Chapter 18, Finance, Article III, City Procurement Ordinance. However, Proposers wishing to protest this RFP solicitation must follow the procedures below.

1. Protest of Solicitation.

Any prospective proposer who perceives itself aggrieved in connection with the solicitation of the RFP, may file a written protest to the Director of Purchasing, City of Miami, 444 SW 2nd Avenue, 6th Floor, Miami, FL. 33130 by U.S. mail return receipt requested or by email via krobertson@miamigov.com. A written notice of intent to file a protest shall be filed with the Director of Purchasing within three (3) business days after the Request for Proposals is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Director of Public Facilities.

2. Protest of Award.

Any actual proposer who perceives itself aggrieved in connection with the recommended award of Contract may protest to the Director of Public Facilities. A written notice of intent to file a protest shall be filed with the Director of Public Facilities within three (3) business days after receipt by the proposer of the notice of the City Manager’s recommendation for award of a Lease Agreement. The receipt by proposer of such notice shall be confirmed by the City by electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Director of Public Facilities.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as defined in subsection (f) below. This information shall form the basis for review of the written protest and no other facts, grounds, documentation or evidence not contained in the protester’s submission to the Director of Public Facilities at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the next end of business day.

3. Authority to resolve protests.

The City Manager shall have the authority, subject to the approval of the City Attorney, to settle and resolve any written protest. The City Manager and City Attorney have the right to reject or approve any written protests.

4. Compliance with filing requirements.

(a) Filing a Protest. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in Section (d) below, with the Director of Public Facilities within the time provided in Section 1 and 2 above, 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 procedure set forth in this section.

(b) Stay of Award 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 until the protest is resolved by the Director of Public Facilities or the City Commission as provided in Section 3 above, unless the City Manager makes a written determination that the solicitation process award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(c) Costs. All costs accruing from a protest shall be assumed by the protestor.

(d) Filing Fee. The written protest must be accompanied by 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 proposed Bid, or \$5,000.00, 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 a protest is upheld by the City Manager, Director of Public Facilities and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under Section (c) above. If the protest is denied, the filing fee shall be forfeited to the City in lieu of payment of costs for the administrative proceedings.