RECREATIONAL SUPPORT FACILITY

REQUEST FOR LETTERS OF INTEREST (RFLI)
RFLI #12-13-068

FOR A LEASE AGREEMENT
AT
3801 RICKENBACKER CAUSEWAY
(ON ARTHUR LAMB JR. ROAD)
VIRGINIA KEY
MIAMI, FL

CITY OF MIAMI, FLORIDA

RFLI SUBMISSION DEADLINE: March 19, 2014
December 18, 2013

Ladies and Gentlemen:

Thank you for your interest in the Recreational Support Facility Request for Letters of Interest (“RFLI”) for a City-owned property located at 3801 Rickenbacker Causeway (on Arthur Lamb Jr. Road) in the vicinity of the old Jimbo’s parcel, Miami, Florida. This is an opportunity to utilize a scenic parcel on Virginia Key.

Through this RFLI, the City of Miami (“City”) is seeking offers from qualified and experienced entrepreneurs interested in developing this site for a remunerative commercial use under a lease.

Enclosed is the City’s RFLI package which contains a description of the property, deadlines and the submission requirements for this RFLI offering.

On behalf of the Mayor and City Commissioners, I welcome responsive and creative proposals which promise to realize the full potential of this prime real estate location.

Sincerely,

Johnny Martinez, P.E.
City Manager
RECREATIONAL SUPPORT FACILITY  
RFLI #12-13-068 CHECKLIST

RESPONDENT NAME: __________________________

PROPOSAL SUBMISSION REQUIREMENTS:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Submitted with Proposal</th>
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<tbody>
<tr>
<td>COMPLETED RFLI REGISTRATION FORM (Exhibit “A”)</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>COMPLETED RFLI SUBMISSION FORM (Exhibit “B”)</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>PROVIDED PROJECT TEAM EXPERIENCE (Exhibit “C”)</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>NOTARIZED CERTIFICATE OF AUTHORITY (Exhibit “D”)</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>RESPONDENT’S DISCLAIMER / DISCLOSURE (Exhibit “E”)</td>
<td>□ Yes □ No</td>
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<tr>
<td>CERTIFICATE(S) OF INSURANCE (Exhibit “F”)</td>
<td>□ Yes □ No</td>
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<tr>
<td>RESPONDENT’S ORGANIZATIONAL HISTORY STRUCTURE AND CHART</td>
<td>□ Yes □ No</td>
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<tr>
<td>FINANCIAL CAPACITY AND REFERENCES</td>
<td>□ Yes □ No</td>
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<tr>
<td>MINIMUM REQUIREMENTS MET</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>ORIGINAL &amp; 22 COPIES OF PROPOSAL</td>
<td>□ Yes □ No</td>
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RECREATIONAL SUPPORT FACILITY
REQUEST FOR LETTERS OF INTEREST (“RFLI”)

Lease Agreement for Use of Property
Located at 3801 Rickenbacker Causeway
(on Arthur Lamb Jr. Road) in Virginia Key, Miami, FL

RFLI Issued: December 18, 2013
Optional Pre-submission Conference: 10:00 AM, January 31, 2014
Questions Deadline: 2:00 PM, March 5, 2014
Submission Deadline: 2:00 PM, March 19, 2014

I. Overview
The City is seeking Letters of Interest from qualified Respondents (“Respondents”) willing to propose, develop and implement an exciting and economically remunerative use for a property located at 3801 Rickenbacker Causeway (on Arthur Lamb Jr. Road), in the vicinity of the old Jimbo’s parcel, Miami, FL 33149 (“Property”) located in Virginia Key. It is the City’s intention to solicit competitive bids for the use of this Property and enter into negotiations for a lease ("Lease") for the use of the Property for a five (5) year term.

Property: Approximately 2,056 square feet of a recreational support facility.

Legal Description: See Legal Description and Topographic Survey attached herewith as Attachment I and II.

Zoning: CS Zone under Zoning Ordinance Miami 21 which allows for structured and unstructured recreational programs.

RFLI Goals: To attract commercially and economically viable use(s) which are allowable under the Miami 21 Zoning Code and additionally promise: 1) to be economically remunerative; 2) generate fair market use fees for the City; 3) to contribute to the transformation of Virginia Key into a vibrant recreational area.

Respondent’s activities and operations should include but are not limited to: bicycle, canoe, kayak, paddle board with instruction, equipment rentals, and guided tours. Additional ancillary uses may include support services, sales of related merchandise, and snacks and refreshments. Prohibited and/or unauthorized uses include any motorized activity (i.e. boats, motor bikes, jet skis, jet packs, etc.) be it on land or water.
Existing Improvements: The City of Miami will provide a 2,056 square feet facility comprised of 2 pre-fabricated buildings joined by an elevated deck and an outdoor storage area. There is a designated space for a four (4) stalled bike wash area on the Property. The City will also provide the parking facility, (see Fig. 1). Respondent will be responsible for providing the storage containers for use in the outdoor storage area. Respondent will assume full responsibility to secure site in the event of flood or hurricane warning. A boat launch ramp is in close proximity of the facility.

Figure 1

<table>
<thead>
<tr>
<th>Area 1</th>
<th>Approx. Sq. Ft.</th>
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<tbody>
<tr>
<td>Pre-Fab Building 1</td>
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<tr>
<td>Office Space</td>
<td>96</td>
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<tr>
<td>Vendor Area</td>
<td>360</td>
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<tr>
<td>Outdoor Area for a storage container (by respondent) (*)</td>
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<tr>
<th>Area 2</th>
<th>Approx. Sq. Ft.</th>
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<tbody>
<tr>
<td>Pre-Fab Building 2</td>
<td>300</td>
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<td>Women's Restroom</td>
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<td>Men's Restroom</td>
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<tr>
<td>ADA/Family Restroom</td>
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<tr>
<td>Outdoor Area for a storage container (by respondent) (*)</td>
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<th>Deck Area</th>
<th>Approx. Sq. Ft.</th>
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<tbody>
<tr>
<td>Elevated/not covered</td>
<td>1300</td>
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<table>
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<tr>
<th>Parking Lot</th>
<th>Number</th>
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<tr>
<td>Parking spaces (Gravel)</td>
<td>19</td>
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<tr>
<td>ADA/Handicap parking space</td>
<td>1</td>
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<tr>
<td>(*) - Not fenced</td>
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</table>

Condition of Property: The City offers the Property and its improvements "AS IS, WHERE IS". No representations or warranties whatsoever are made as to its condition, state or characteristics. EXPRESSED WARRANTIES AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND HABITABILITY ARE HEREBY DISCLAIMED. IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR SUITABILITY ARE HEREBY DISCLAIMED. No representation whatsoever is made as to any environmental or soil matter.
Regulatory Process: Each Respondent to this RFLI is responsible for determining which permits and approvals will be required for its use of the Property and any improvements it may propose. The Successful Respondent, 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, Miami-Dade County, the State of Florida, federal agencies and all applicable public authorities or utilities. Additionally, all improvements must comply with all applicable building, fire, zoning, health and other code requirements.

Taxes, Impositions: The Successful Respondent is responsible for all taxes and assessments due on the Property, including ad valorem taxes. The Successful Respondent will be required to pay for any survey(s), site plans and application fees required.

The Successful Respondent shall be responsible for payment in lieu of taxes fees (“PILOT”) during the term of the Lease in the event the Property becomes exempt from ad valorem real estate taxes.

Minimum Monthly Rent Requirement: The Successful Respondent shall propose to the City, a Rent amount to lease the space. The City’s minimum monthly Rent starts at $750.00.

Other Requirements: A security deposit equal to the current rent, insurance coverage, a payment and performance bond, will be required, amongst other requirements for the execution of the Lease.

Grounds For Disqualification: Failure to meet the minimum RFLI requirements will be grounds for disqualification. No RFLI responses will be accepted from individuals or entities who have or whose principals have past, present or pending litigation with the City or who have been disbarred or suspended from doing business with the City.

Registration Fee: Only those Respondents who register can participate. For registration as an official Respondent and to receive a complete RFLI package and RFLI addenda, Respondent must submit a non-refundable fee of $150.00, in the form of a cashier’s check, money order, or official bank check, made payable to the City of Miami, along with the completed Registration Form, attached as Exhibit “A”.
Earnest Money Deposit: 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 due upon proposal submission and is fully refundable to those Respondents not selected.

Proof of Insurance: The Successful Respondent shall furnish Certificate(s) of Insurance to the City, which indicate that insurance coverage has been obtained which meets the requirements as outlined below in Exhibit “F”.

Optional Pre-submission Conference and Site Visit: The City will conduct a one-time Pre-submission Conference on January 31, 2014. The Pre-submission Conference will take place at a location to be determined. Following the Pre-submission Conference, City staff will guide prospective Respondents on a one-time, site visit inspection of the Property. Attendance of the Pre-submission Conference and site visit is optional; however, prospective Respondents are strongly advised to attend.

Respondent Entity: At the time of submission of the RFLI responses, the Respondent must be a business entity (sole proprietor, partnership, limited liability company or corporation, for example) and authorized to do business in the State of Florida, Miami-Dade County and the City under the bidding business entity’s legal name.

Any person(s) included in Exhibit “B” (“RFLI Submission Form”) may not be substituted or withdrawn from participation after the Submission Deadline date unless the City Manager specifically authorizes in writing a request for substitution.

Lease Agreement: A Lease between the parties will be required upon selection of the Successful Respondent. (A sample copy of a Lease is available upon request.)

II. Deadline for Receipt of Information / Clarification
This RFLI is subject to the Cone of Silence Section 18-74 of the City of Miami Ordinance No. 12271. Pursuant to the Cone of Silence, any request for additional information or clarification must be received in writing no later than 2:00 p.m. on March 5, 2014. Interested individuals (“Respondents”) may e-mail or fax their requests to the attention of Olga Zamora, Sr. Project Representative, City of Miami, Department of Public Facilities at the following E-mail: ozamora@miamigov.com or to fax 305.400.5089.
III. Cone of Silence
Pursuant to Section 18-74 of the City of Miami Charter, 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, RFLI or IFB (bids) between vendors, representatives, City staff, and others. The Cone of Silence shall apply to this RFLI.

IV. Submission Requirements
Respondents must complete and execute all the forms attached as Exhibits A through E inclusive, and must provide a narrative response to Question IV(e) below. For your convenience, a checklist entitled “Recreational Support Facility RFLI #12-13-068 Checklist” is attached on page 2 of this document to ensure you have completed all the requirements for this RFLI submission.

a) RFLI Registration Form: Complete Registration Form attached hereto as Exhibit “A”.

b) RFLI Submission Form: Fill out completely the RFLI Submission Form attached herewith as Exhibit “B”. Any missing information will be considered not responsible or non-responsive and will be grounds for disqualification from the RFLI process.

c) Project Team Qualifications: Please complete the Project Team Experience sheets attached hereto as Exhibit “C” providing details on the qualifications and experience of your proposed Business Team and Development Team, as applicable. Provide the proven project experience of the Business Team and/or Development Team as it relates to project(s) previously implemented by your principals, which are the same or similar in nature to the proposed project.

d) Certifications: Complete the appropriate Certification of Authority attached in Composite Exhibit “D”.

e) Disclosure/Disclaimer: Please complete the Respondent’s Disclosure/Disclaimer attached hereto as Exhibit “E”.

f) Respondent’s Organizational History/Structure and Chart: In a narrative form, please describe the Respondent’s organizational and business history and explain why the Respondent’s background makes it ideal for this opportunity. Please provide your organizational chart.

g) Financial Capacity/Financial References: Respondents shall provide evidence of financial wherewithal or financing from a financial institution showing the Respondent’s capacity to develop, implement, maintain, and operate the proposed commercial enterprise being proposed by the Respondent and undertake the proposed
improvements on the Property. Please note that the Letter of Commitment must be on the financial institution’s letterhead stationery.

The City reserves the right, at the City’s sole discretion, to request additional information from the Respondent for the purposes of clarifying any financial statement or documentation included in the RFLI Response.

h) **Insurance Requirement:** Within ten (10) working days following notice of award by the City the Successful Respondent shall furnish to City Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below in **Exhibit “F”**. This RFLI number and/or title of this RFLI must appear on each certificate. All policies and/or certificate(s) of insurance are subject to the review and approval by the City’s Risk Management Department prior to approval.

Certificate(s) will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

If insurance certificates are scheduled to expire during the contractual period, the Successful Respondent shall be responsible for submitting new or renewed insurance certificate(s) to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City may suspend the contract until such time as the new or renewed certificate(s) are received by the City in the manner prescribed in this RFLI. The City may, at its sole discretion, terminate the Lease for cause and seek re-procurement damages from the Successful Respondent in conjunction with the terms and conditions of this RFLI. The Successful Respondent shall be responsible for assuring that the insurance certificate(s) required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Respondent.

i) **Additional Information:** Provide any other information, for any proposed improvements to the Property, as needed to describe the Respondent’s proposed use or capability to implement the project.

V. **EVALUATION COMMITTEE**
The City Manager shall create an Evaluation Committee (“Committee”) to evaluate each Proposal to determine which firm, corporation, joint venture, partnership, individual, or other legal entity presents the proposal that is most advantageous and in the City’s best interest. The Committee may require an oral presentation from Respondent(s).

Respondents shall be evaluated and awarded points on the basis of the following Evaluation Criteria:
The Committee will review and evaluate the Proposals. The Committee will be responsible for recommending to the City Manager the most qualified firm with whom to negotiate a Lease. The City Manager shall have the right to approve the Committee’s recommendation or reject the Committee’s recommendation and instruct the Committee to re-evaluate and make further recommendations, or reject all proposals. In the event that the City Manager accepts the Committee’s recommendation, the City will then negotiate a Lease with the Successful Respondent to be submitted to the City Commission for approval. The Successful Respondent will be required to sign the Lease provided by the City, a sample of which is available upon request.

The City reserves the right to accept any proposal deemed to be in the best interest of the City, to waive any irregularities in any proposal, and/or to reject any and/or all proposals at any time before or after receipt of the RFLI proposals or during the review and evaluation process, without undertaking the complete evaluation process and without re-advertising for new proposals. In the event that negotiations with the Successful Respondent fails, or should the Successful Respondent fail to enter into a Lease with the City, the City may then negotiate with the second highest ranking bidder without reissuance of the RFLI, and, if necessary, with the third highest ranking bidder in the event that the second highest ranking bidder is unwilling or unable to either negotiate with or enter into a Lease with the City.

Any proposals which have been submitted by Respondent entities (or their principals) which have defaulted on City contracts or have been terminated from a City contract within the past five (5) years for poor or inadequate performance will be automatically disqualified from this RFLI selection process.

VI. Indemnification of the City
Respondent, shall indemnify, defend, save and hold harmless the City, its officials, employees and agents (“Indemnitees”) from and against all loss, costs, penalties, fines, damages, claims, expenses, including attorney’s fees or liabilities (“Liabilities”) arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials and equipment contemplated by this RFLI and Lease, which are directly or indirectly caused, by any act, omission, default, professional errors or omissions, or negligence of the Respondent, its employees, agents or subcontractors (“Respondent”), regardless of whether it is, or is alleged to be caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach or negligence of the Indemnitees, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the Indemnitees; or (ii) the failures of the Respondent to comply with any of the paragraphs provisions herein; or (iii) the failure of the Respondent to conform to statutes, ordinances, or
other regulations or requirements of any governmental authority, federal, state, county, or city in connection with the performance of this RFLI and Lease, or any Amendment to same. Respondent expressly agrees to indemnify and hold harmless the Indemnitees, from and against all liabilities which may be asserted by an employee or former employee of Respondent, or any of its subcontractors, as provided above, for which the Respondent’s liability to such employee or former employee would otherwise be limited to payments under state Worker’s Compensation or similar laws. This section shall be interpreted in a manner to comply with any applicable Florida Statues, including, without limitation, 725.06 and 725.08, F.S. if applicable. This Indemnification shall survive the cancellation or expiration of the RFLI and the Lease.

VII. Receipt of Responses
Provide one (1) original and twenty-two (22) copies of the signed and dated proposal, accompanied by the required documentation to the Office of the City Clerk, Attn: Todd B. Hannon, 3500 Pan American Drive, First Floor, Miami, Florida 33133 no later than 2:00 p.m. March 19, 2014.

Responses must be clearly marked and labeled on the outside of the envelope/package referencing the RFLI as follows: Recreational Support Facility/Virginia Key, Request for Letters of Interest (RFLI). Failure to submit a Response by the due date and time, and at the location specified above, will disqualify a Respondent.
EXHIBIT “A”
RFLI REGISTRATION FORM

In order to register for Request for Letters of Interest (RFLI) No. 12-13-068, Lease Agreement for the Recreational Support Facility at Located at 3801 Rickenbacker Causeway (on Arthur Lamb Jr. Road) in Virginia Key, Miami, FL 33149, please complete this Registration Form, along with a check in the amount of $150.00 made payable to the City of Miami in person or by mail to the following address:

Olga Zamora, Sr. Project Representative
Department of Public Facilities – Asset Management Division
City of Miami Riverside Center
444 S.W. 2nd Avenue, 3rd Floor
Miami, FL 33130

Failure to submit the registration deposit will disqualify you and/or the Proposing Entity from being considered on this RFLI and receiving any Addenda to this RFLI.

Registration Form

Name: _____________________________________________________________

Respondent: _________________________________________________________

Physical Street Address: _____________________________________________

City/Zip Code: _______________________________________________________

E-mail Address: _____________________________________________________

Facsimile: _________________________________________________________
EXHIBIT “B”
RFLI SUBMISSION FORM

I. RESPONDENT’S LEGAL NAME: ____________________________________________

II. RESPONDENT’S CONTACT INFORMATION

CONTACT NAME: ____________________________________________________________

TELEPHONE NO.: (Landline) __________________  (Cellular) _______________________

FACSIMILE: ________________________________

ELECTRONIC MAIL ADDRESS: ______________________________________________

RESPONDENT’S FEDERAL TAX ID NO.: ______________________________________

III. LEGAL ENTITY OF RESPONDENT

□ Individual        □ Limited Liability Company      □ General Partnership

□ Corporation      □ Limited Partnership         □ Jt. Venture

Other (Please specify): ______________________________________________________

IV. RESPONDENT’S PRINCIPALS (Please attach a separate page for additional individuals).

1. ________________________________  4. ________________________________

2. ________________________________  5. ________________________________

3. ________________________________  6. ________________________________

V. PERSON(S) AUTHORIZED TO NEGOTIATE AND SIGN THE LEASE AGREEMENT:

________________________________________________________

VI. PROPOSED USE OF PROPERTY: (Please specify).

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
VII. PROPOSED LIST OF CAPITAL IMPROVEMENTS TO PROPERTY

________________________________  ____________________________
________________________________  ____________________________
________________________________  ____________________________
________________________________  ____________________________

VIII. PROPOSED DOLLAR ($) AMOUNT OF CAPITAL IMPROVEMENTS

________________________________

IX. TYPE OF PROPOSED RENT

PROPOSED MINIMUM MONTHLY RENT:  ____________________________

PROPOSED MINIMUM PERCENTAGE RENT:  ____________________________

X. DEFAULTS ON CITY CONTRACTS:

Please state whether you have ever defaulted on a contract with the City of Miami?

□ Yes  □ No

Do you individually, or does an entity from your team have a past, present or pending lawsuit or outstanding litigation against the City of Miami or any of its representatives?

□ Yes  □ No

XI. RESPONDENT'S SIGNATURE

By: ___________________________________________  __________
    Signature                                      Date

By: ___________________________________________  __________
    Print Name/Title

__________________________________________
    Company Name
### EXHIBIT “C”

**PROJECT TEAM EXPERIENCE: Section I and II**

**SECTION (I): BUSINESS TEAM EXPERIENCE**

Instructions: For each member of your Business Team, please list the Name, Business Team Role (for example, Principal/CEO, Owner, Operations Mgr., Restaurant Manager, etc.), a list of same or similar projects in which the respective Business Team member has participated, then provide the corresponding details on each project, as necessary, including the type of business, number of years worked in the same or similar business operation as the proposed project and the annual sales volume (by dollar $ volume) of operations. Please add additional sheets as necessary.

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<tr>
<th>Name/Role</th>
<th>List Same or Similar Projects by Project Name and Location</th>
<th>Type of Business</th>
<th>Project Time-Frame</th>
<th>Annual Sales Volume ($)</th>
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14
SECTION (II): DEVELOPMENT TEAM EXPERIENCE

Instructions: For each member of your Development Team, please list the Name, Development Team Role (for example, Architect, Engineer, General Contractor, etc.), list five (5) similar projects as the proposed project in which the respective Development Team Member has participated, then provide the corresponding details on each project, as necessary, including the Type of Project, the Project Completion Time (how long it took to be completed in years and months) and the Total Project Cost. Please add additional sheets as necessary.

<table>
<thead>
<tr>
<th>Name/Role</th>
<th>List Five (5) Similar Projects by Project Name and Location</th>
<th>Type of Project</th>
<th>Project Completion Time</th>
<th>Total Project Cost</th>
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COMPOSITE EXHIBIT “D”
CERTIFICATE OF AUTHORITY

[This page is intentionally left blank]
CERTIFICATION OF CORPORATE OFFICER’S AUTHORITY

(If Corporation)

STATE OF )

) SS:

COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

______________________________________________________________________________
______________________________________________________________________________

a corporation existing under the laws of the State of ________________ , held on

________________ , 20______, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, _______________________________ is

hereby authorized to execute the Proposal dated, __________________ , 20_____ , to the City

of Miami and this Corporation and that its execution thereof, attested by the Secretary of the

Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this

Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this ______, day of _____________ , 20___ .

Secretary: _______________________

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY
YOUR RESPONSE. PRIOR TO SELECTION, THE RESPONDENT BEING
CONSIDERED FOR THE RF LI AWARD WILL HAVE TO SUBMIT A CERTIFICATION
OF GOOD STANDING FROM THE FLORIDA DIVISION OF CORPORATIONS.
CERTIFICATION OF LIMITED LIABILITY COMPANY OFFICER’S AUTHORITY

STATE OF )
 ) SS:
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the 

______________________________________________________________________________
______________________________________________________________________________

a Limited Liability Company existing under the laws of the State of ________________, held
on ___________ ___ , 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as _____________ of the Limited Liability Company, ________________ is hereby authorized to execute the Proposal dated, ________________, 20_____, to the City of Miami and this Limited Liability Company and
that its execution thereof, attested by an Officer of the Limited Liability Company and with a
seal affixed, shall be the official act and deed of this Limited Liability Company."

I further certify that said resolution is now in full force and effect.

____________________________________
Affiant/Title
Seal

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary
Public this _______ , day of ______________ , 20_____. I personally know the individual/do
not know the individual. (Please Circle)
Driver’s License # ___________________________

NOTARY PUBLIC: ________________ Expiration Date Commission: ____________

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY
YOUR RESPONSE. PRIOR TO SELECTION, THE RESPONDENT BEING
CONSIDERED FOR AWARD WILL HAVE TO SUBMIT A CERTIFICATION OF GOOD
STANDING FROM THE FLORIDA DIVISION OF CORPORATIONS.
CERTIFICATION  
*(IF PARTNERSHIP)*

STATE OF  )
       ) SS:
COUNTY OF  )

I HEREBY CERTIFY that a meeting of the Partners of the
____________________________________________________________________________
____________________________________________________________________________
organized and existing under the laws of the State of ____________________________ , held
on ______________ , 20 _______ , the following resolution was duly passed and adopted:

"RESOLVED, that, ____________________ , as________________________  of the
Partnership, _______________________________ is hereby authorized to execute the
Proposal dated, _________________ 20_______ , to the City of Miami and this Partnership and that
their execution thereof, attested by the _________________________________ shall
be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ______________ , day of
______,
20______.  

Secretary: _______________________________

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY
YOUR RESPONSE. PRIOR TO SELECTION, THE RESPONDENT BEING
CONSIDERED FOR THE RFLI AWARD WILL HAVE TO SUBMIT A PARTNERSHIP
AGREEMENT.
CERTIFICATION OF THE JOINT VENTURE

STATE OF                           )
                                      ) SS:
COUNTY OF                           )

I HEREBY CERTIFY that a meeting of the Principals of the ____________________________________________ organized and existing under the laws of the State of ____________________________________________, held on _________________, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that, ____________________________________________ as __________________________ of the Joint Venture, is hereby authorized to execute the Proposal dated, __________________________ 20____, to the City of Miami and that this Joint Venture and its execution thereof, attested by the __________________________ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this____________, day of __________________________, 20____.

Secretary: ____________________________________________

(Seal if applicable)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE. PRIOR TO SELECTION, THE RESPONDENT BEING CONSIDERED FOR THE RFLI AWARD WILL HAVE TO SUBMIT A CURRENT JOINT VENTURE AGREEMENT.
CERTIFICATION OF FICTITIOUS NAME REGISTRATION  
(IF D/B/A FICTITIOUS NAME)

STATE OF )
 ) SS:
COUNTY OF )

I HEREBY CERTIFY that as a d/b/a (doing business as), _____________________________,
I am the _______________________________ (Title), of the d/b/a located at
_______________________________________ which is authorized to do business under the
laws of the State of Florida.

“RESOLVED, that, as ______________________ of the d/b/a),
__________________________________, is hereby authorized to execute the Proposal dated,
__________________, 20_____ , to the City of Miami as a d/b/a and that my execution thereof,
attested by a Notary Public of the State, shall be the official act and deed of this attestation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
Notary Public this ________, day of ________________, 20____.

NOTARY PUBLIC: ______________________
Commission No.:________________________

I personally know the individual/do not know the individual (Please Circle)

Driver’s License #________________________

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY
YOUR RESPONSE. PRIOR TO SELECTION, THE RESPONDENT BEING
CONSIDERED FOR THE RFLI AWARD WILL HAVE TO SUBMIT A CURRENT
FICTITIOUS NAME REGISTRATION.
CERTIFICATION OF UNINCORPORATED ENTITY
OR SOLE PROPRIETOR

STATE OF )
 ) SS:
COUNTY OF )

I HEREBY CERTIFY that I _________________________________, the ______________ (Title) of the Sole Proprietorship or Unincorporated Entity, located _________________________________, am authorized to do business under the laws of the State of Florida.

“RESOLVED, that, as Owner of the Sole Proprietorship or Unincorporated Entity, _________________________________, is hereby authorized to execute the Proposal dated, _________________________________, 20______, to the City of Miami as a d/b/a and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this ______, day of ______________, 20____.

NOTARY PUBLIC: ______________________________
Commission No.: ______________________________
I personally know the individual/do not know the individual (Please Circle)

Driver’s License #______________________________

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE. PRIOR TO SELECTION, THE RESPONDENT BEING CONSIDERED FOR THE RFLI AWARD WILL HAVE TO SUBMIT AN OCCUPATIONAL LICENSE AND/OR OTHER PROOF OF OWNERSHIP.
EXHIBIT “E”
RESPONDENT’S DISCLOSURE/DISCLAIMER

Any proposal deemed to be not responsible or non-responsive will be rejected. A responsible Respondent is one that has the capability in all respects to fully perform the requirements set forth in the proposal and the proposed Lease, and that has the integrity and reliability which will assure good faith performance. A responsive Respondent is one that has submitted a proposal that conforms in all material respects to the Request for Letters of Interest (“RFLI”). Thus, for example, a proposal that has not substantiated the financial capability of a prospective Respondent may be rejected.

The City of Miami reserves the right to 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 Code. In its sole discretion, the City may withdraw the RFLI either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFLI as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFLI.

Pursuant to City Charter Section 29-A, the City reserves the right to reject all proposals and further, to terminate the RFLI process and/or contract after a public hearing in the event of any substantial increase in the City’s commitment of funds, Property, or services, or in the event of any material alteration of any contract awarded.

This RFLI is being furnished to the recipient by the City of Miami (“City”) for the recipient’s convenience. Any action taken by the City in response to proposals made pursuant to this RFLI or in making any awards or failure or refusal to make any award pursuant to such proposals, or in any cancellation of awards, or in any withdrawal or cancellation of this RFLI, either before or after issuance of an award, shall be without any liability of obligation on the part of the City and its advisors.

Following submission of a proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the proposal and the applicant including the applicant’s affiliates, officers, directors, shareholders, partners and employees as requested by the City in its discretion.

Any reliance on these contents, or on any communications with City officials or advisors, shall be at the recipients’ own risk. Prospective bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFLI is being provided by the City and its advisors without any warranty or representation express or implied, as to its content, its accuracy or completeness. No warranty or representation is made by the City or its advisors that any proposals conforming to these requirements will be selected for consideration, negotiation or approval.
The information contained in this RFLI is published solely for the purpose of inviting prospective Respondents to consider the development opportunity described herein. Prospective Respondents should make their own investigations, projections, and conclusions without reliance upon the material contained herein.

The City and its advisors shall have no obligation or liability with respect to this RFLI and the selection and award process or whether any award will be made. Any recipient of this RFLI who responds hereto fully acknowledges all the provisions of this disclosure and disclaimer and is totally relying on said disclosure and disclaimer and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors pursuant to this RFLI are submitted at the sole risk and responsibility of the party submitting such proposal.

The offering is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only and does not constitute all or any part of an agreement.

Furthermore, until such time as an agreement is executed by the City, the selected Respondent shall not have any vested rights, nor title or interest in the subject Property or in the development proposed thereon.

The City and the recipient will be bound only if and when a proposal, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the Mayor and City Commission and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFLI, or all responses, may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City or its advisors.

The City is governed by the State of Florida Sunshine Law and all proposals and supporting data shall be subject to disclosure as required by such law. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses.

In the event of any differences in language between this disclosure and disclaimer and the balance of the RFLI, it is understood that the provisions of this disclosure and disclaimer shall always govern. Further, any dispute among the City and the applicant shall be decided by binding arbitration in Miami-Dade County, Florida, before arbitrators sanctioned by and in accordance with the rules of the American Arbitration Association.

Accepted by:

____________________________________  ______________________________________
Signature                          Printed Name/ Title

____________________________________  ______________________________________
Company Name                       Date
EXHIBIT “F”
INSURANCE REQUIREMENTS
LEASE AGREEMENT – RFLI for Recreational Support Facility at Virginia Key

I. Commercial General Liability
   A. Limits of Liability
      Bodily Injury and Property Damage Liability
      Each Occurrence $1,000,000
      General Aggregate Limit $ 2,000,000
      Personal and Adv. Injury $ 1,000,000
      Products/Completed Operations $ 1,000,000
   B. Endorsements Required
      City of Miami included as an Additional Insured
      Virginia Key Beach Park Trust/Historic Virginia Beach listed as additional insured
      Employees included as insured
      Contingent and Contractual Liability
      Primary and Non Contributory

II. Business Automobile Liability
   A. Limits of Liability
      Bodily Injury and Property Damage Liability
      Combined Single Limit
      Owned/Scheduled Autos
      Including Hired, Borrowed or Non-Owned Autos
      Any One Accident $ 1,000,000
   B. Endorsements Required
      City of Miami included as an Additional Insured
      Virginia Beach Park Trust/Historic Virginia Beach listed as additional insured

III. Worker’s Compensation

   Limits of Liability
   Statutory-State of Florida
   Waiver of Subrogation

IV. Employer’s Liability
   A. Limits of Liability
      $100,000 for bodily injury caused by an accident, each accident
      $100,000 for bodily injury caused by disease, each employee
      $500,000 for bodily injury caused by disease, policy limit
V. Professional Liability/Errors and Omissions Coverage

Combined Single Limit
Each Claim $1,000,000
General Aggregate Limit $1,000,000
Deductible- not to exceed 10%

VI. Umbrella (Excess Form, Liability Form) $1,000,000

A. Endorsements Required

City of Miami included as an Additional Insured
Virginia Key Beach Park Trust/Historic Virginia Beach listed as additional insured

VII. Payment and Performance Bond, TBD (If Applicable)

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

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

**The company must be rated no less than “A” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.**