

April 22, 2018

Request for Proposal: East Homestead Community Development District (CDD) Isles at Oasis Clubhouse Property Management Contract Requirements

1. **Facility Overview.** Isles at Oasis consists of 2,131 single family homes and condominiums comprised by the East Homestead CDD and an Oasis Master HOA which is separated into 15 sub-association neighborhoods or "pods". There is one clubhouse, which is the subject of this contract. The clubhouse, services, property, utilities, and landscaping are all owned and maintained by the East Homestead CDD, which is the customer of this contract. The clubhouse is open 6am – 10pm M-F; 8am – 8pm Sat-Sun. Pool opens with club and pool closes at 7:45pm or sunset whichever happens first. The club is open 7 days per week and is closed on New Years Day, Thanksgiving, and Christmas Day. The club property is composed of a xxxx square feet clubhouse, parking lot, playground, splash pad, xxxx gallon pool, x-person hot tub, and xxxx square feet wading pool. The clubhouse is composed of an entry area, a xxxx square feet meeting room, bathrooms, lockers, showers, saunas, a xxxx square feet gym equipment area. During closed hours, the grounds are remotely monitored for security by Envera. A significant renovation project with some expansion is in progress and planned to be executed during the last ½ of 2017.

2. **Scope.** Contractor and its Club Manager and staff will provide all required club management services described herein for Isles at Oasis. Summary duties include:

- Record keeping of daily operations expenses, accounting, and annual audit

- Site inspections for wear and tear and operability and cleanliness of all club elements

- Inspecting and testing safety equipment

- Schedule use of the facility (meeting room and gazebo area) and coordinate any related rental services

- Plan, advertise, and execute regular activities within the facility for resident children and adults

- Understand contract terms and monitor service quality of various subcontractors hired to service the water features, sauna, gym equipment, etc.

- Troubleshoot any non-functional equipment or service and formulate solutions and present to the CDD for all actions above a negotiated dollar limit

- Communicate routinely with the CDD and attend monthly CDD meetings and meetings of the CDD subcommittee assigned to manage the clubhouse function

- Manage Contractor's employees

- Workers compensation insurance for the Contractor's employees

- Maintain appropriate liability insurance

- Collect money orders from residents purchasing club identification cards

It does NOT include:

- Carrying insurance on the clubhouse property/structures

- Paying utility bills or vendor/supplier/service providers

Current staffing levels are composed of: 1 Club Manager, 4 front desk attendants, and 1 janitor. During the summer season, from June 8 through Labor Day, the club staff will include a weekend and Holidays security guard for the pool area from 2 PM to closing.

3. CUSTOMER SERVICE ENVIRONMENT

- a. Contractor will be responsible for creating a club experience for the residents that maximizes their satisfaction within the constraints of our facilities, rules, and budget.

- b. Contractor is expected to have expert-level experience in how to optimize the services and operations of a club such as this one—the Contractor is not expected to simply wait to execute the specific instructions given them by the CDD. The Contractor, while requiring CDD approval for funding expenditures and policy changes, is expected to be the source for creative and original ideas on how to provide an involved and enjoyable club experience to the residents.
- c. A primary responsibility of all employees is to create a high level of hospitality through sincere interactions with residents.

4. RESIDENT COMMUNICATIONS

- a. Contractor will provide a phone number for all Isles at Oasis residents to contact for questions and complaints. Contractor will respond to each call with a goal of immediately answering all calls, but at a maximum delay of the next day with a final solution or a timeline of when the final solution will be provided. A summary of Owner communications will be included in the monthly manager's report.
- b. Contractor will administer a web site, a Face Book page, or other social media mechanism to communicate with the Isles at Oasis residents concerning events and services of the club. Information requested by the CDD for posting to the website will be done within 2 business days. All HOA and other notices which are posted in the club bulletin board will be replicated to the website.
- c. Contractor will maintain a roster with contact information for the Master HOA Board and CAM, each sub association delegate (Presidents of pod associations) and CAM, and each CDD Supervisor and GMS. Contractor will proactively pursue keeping this listing current and complete. Contractor will use this roster to notify all parties of special events for residents planned at the club.
- d. Contractor will maintain Owner/Visitor club access card information in the club computer system and proactively inform residents on how to obtain the cards and sell them via money orders.

5. NETWORKING

- a. Contractor will pursue relationships with vendors and service providers in the Homestead area to gain sponsorship donations for the various resident participation events the Contractor develops.
- b. Contractor will pursue relationships with Master and Sub-association HOAs to encourage/educate their Boards/CAMs to advertise club services/events to their constituents.

6. CDD COMMUNICATIONS

- a. Contractor will produce to GMS, the management company for the CDD, as GMS directs, a monthly report and financial report by the second Friday of the following month. Monthly report will include all information as directed by GMS and will include a summary of all activities Contractor has performed and items left open, status of all subcontractor activities and other service provider activities, resident communications to/from Contractor, and any issues or risks or safety liabilities to club operations. Financial report information provided will be detailed by GMS and may include a budget vs actual detailed transactions for the month. In addition to any paper copies, financial reports will be delivered in Excel format and not PDF.
- b. Contractor will respond to email communications from the CDD within 2 business days with a final answer or a timeline to the final answer.
- c. CDD Supervisors can provide direction and suggestions to the contractor; however, CDD Manager, GMS, has final authority over and responsibility for day-to-day management of the contractor.

7. ADVICE

- a. Contractor will ensure the clubhouse facility and operations comply with all OSHA, Americans with Disabilities Act, Fair Housing, Sunshine, city, county, state, and federal laws, and Florida

Administrative Codes and Statutes. Contract price renegotiation will be conducted should a law be passed that impacts the scope of work of this contract.

- b. Contractor will ensure the club complies with all city, county, state, or federal licensing, certifications, insurance, bonding, and permitting codes and ordinances.
- c. Contractor will make recommendations to the CDD for the club physical security measures that balance cost and effectiveness, based on their experience.
- d. Contractor will read and comply with CDD and Club Declarations and related Isles at Oasis compliance documents.

8. BOOKKEEPING

- a. Contractor will protect all original documents of the club and store all necessary paper and digital working files and records. Contractor will have a digital data backup procedure and off-site storage policy.
- b. Contractor will maintain fidelity bonds for the club. There will be a fidelity bond on anyone who handles money or signs checks up to the amount under their control at any time. Contractor will ensure policies do not lapse due to non-payment. Contractor will inform the CDD should the club have a potential liability that is not covered by insurance.

9. FINANCIALS

Many of the functions in 9. a. through e. will be accomplished by GMS. Contractor is to provide GMS with the necessary information to accomplish these goals.

- a. Contractor will keep the financial books of the club.
- b. Contractor will maintain a bank account to hold club operating funds to pay checks out of. Contractor will prepare checks for CDD signature, but not have authority to sign checks or in any other way remove funds from the account. Funds will not be comingled with funds from any other activity other than Isles at Oasis Club. Contractor will reconcile account each month and notify the CDD at any time there is a risk of insufficient funds.
- c. Contractor will facilitate payment of all valid bills to the club on time. Contractor will review and validate any bill received by club for services rendered before approving payment of same. Contractor will present checks to the CDD for signature at least 1 week prior to payment due date. Contractor will be held liable for late fees arising from late payments attributable to contractor performance.
- d. Contractor will coordinate with GMS and provide all information necessary to GMS and CPA to prepare and file club tax forms with the IRS on time.
- e. Contractor will cooperate, without additional fee for their cooperation, with one annual audit of the club account.

10. ON-SITE MANAGEMENT

- a. For recurring service contracts for the club, contractor will, in conjunction with GMS and as directed by GMS, determine need for, prepare request for proposal (RFP) for, find service provider sources, send RFP to a broad selection of licensed and insured providers to be sure Association gets best value bids, review proposals, and make documented selection recommendation to CDD. Contractor will present RFP to the CDD for approval within 2 weeks of the need for an RFP being recognized. Contractor will present selection recommendation to CDD within 1 month of RFP release. Any organizational conflict of interest (i.e., contractor will not favor offerors that have a financial relationship with the contractor's company) will be reported. All contract actions will have at least 3 bidders whenever the local market can support this number.

- b. Contractor will actively monitor the performance of vendors, suppliers, and subcontractors to include on-site visits during subcontract performance of services. Contractor will have a proactive approach to ensuring that the club receives the services it pays for. Contractor will review and validate any bill received by club for services rendered before approving payment of same.
- c. For minor required services for the club (cost less than \$500), contractor will determine need for and then find a competent, best value service provider to execute the services. Any organizational conflict of interest (i.e., contractor will not favor offerors that have a financial relationship with the contractor's company) will be reported. All contract actions will have at least 3 bidders whenever the local market can support this number, unless there is an in-place, competed recurring service contract agreement covering the need.
- d. Within 1 calendar day after a major weather event or when deemed "safe" by local officials, contractor will come on site to inspect for damage and facilitate required recovery actions.
- e. Should the CDD acquire decorations for the club, the contractor will store said decorations and coordinate their installation and removal with the CDD. Should the CDD request holiday decoration rental services, the contractor, if directed by GMS, will acquire said services in compliance with RFP or minor contract service requirements described above.
- f. Contractor will maintain and store a spare part warehousing function to support keeping all club facilities/amenities operational with minimal planned or unplanned downtime of 4 hours for the pool but not to exceed 24 hours for the pool.
- g. Contractor will execute or contract with service providers per the above for maintenance and operations of the pool, wading pool, hot tub, splash pad, indoor gym, children's swimming classes, and various aerobics/spinning/exercise classes.
- h. Contractor will educate and enforce all club rules of use and behavior, notifying and interfacing with the Homestead Police Department as required.

11. MEETINGS

- a. Contractor will participate in the monthly CDD meetings and provide a monthly club managers report at those meetings.
- b. Contractor will meet quarterly with CDD committee composed of GMS and 2 or 3 Supervisors to receive performance feedback.

12. Club Manager will not be reassigned without CDD approval of replacement.

13. Contractor will not be held liable for any damages to property or personnel that do not arise from their own gross negligence or intentional malice.

14. All workers will be authorized to work in the United States through citizenship or legal resident status.

15. Contractor will maintain any required Florida state licenses and certifications, liability insurance, workers compensation insurance, and automotive liability insurance.

16. Term and Termination. Term of contract is one year from Sept 10, 2018 to Sept 9, 2019. Contract can be terminated by either party with 30 calendar days written notice. Terms of contract including contractor compensation can be renegotiated if agreed to by both parties at any time. Upon termination of this contract, contractor will cooperate with the incoming contractor to facilitate a smooth transition and not cause impact to club operations.

Memorandum for Record

Subject: Proposal Submittal Instructions and Evaluation Criteria

1. The CDD Directors will be the evaluation board.
2. Proposals are to be emailed to the Directors at WalkerAndCore@yahoo.com, PrincessLayah5386@yahoo.com, BelizeSusie@aol.com, banker26@gmail.com, dorcelysaens@yahoo.com, and lhernandez@gmssf.com. Glossy, full color, bound paper copies will not improve your evaluation results. IMPORTANT: Late submittals will not be evaluated. Email your proposal before the time specified below and follow up with a phone call to Steve Walker (970)948-7154 to confirm receipt. The phone call follow up is not required, the timestamp on the email will dictate the time the message was sent.
3. While you are welcome to submit corporate advertisement type materials, the primary evaluation criteria will be the items requested in the Proposal Response Template. The expected response is thorough text responses to the items in the response template. There is no page limit. Please use 12 point font for readability.
4. We will consider reasonable requests for extensions, but reserve the right to not change the schedule below, since the primary goal is to conduct a fair and impartial source selection process.
5. Do not attempt to discuss this proposal with our Directors or CAM. The only mechanism for you to ask questions is to email any clarification questions or requests for submittal extension to Steve Walker at WalkerAndCore@yahoo.com (email preferred). Be aware that we will send out answers to all questions to all bidders (everyone gets all questions and responses at the same time).
6. The strongest weighted evaluation criteria are threefold: First, your price and manpower estimate. Second is the qualifications of the personnel you commit to work this contract. Third is your history of past performance. All other template items are equal in evaluation importance weight.
7. The Directors will evaluate each proposal individually and then discuss them together to select that proposal that represents our perceived "Best Value". Best Value is a subjective combination of bidder strengths minus weaknesses, price, and risks that bidder can actually execute what they propose to do as reflected in their past performance.
8. The Directors reserve the right to interview customer contacts provided in the bidder's proposal as well as any other customer holding a Board position on a property managed by the bidder. Results of such interviews will be included in Items 1 and 2 "past performance" below.
9. This is a Fair and Open competition. The only unwaiverable requirement is that the bidder's company be able to provide the required documents in Requirements Item 15. Do not bid if you will not be able to present these documents at award.

Memorandum for Record

Subject: Proposal Response Template

1. The first year is from Sept 10, 2018 to Sept 9, 2019 base fee is \$_____ per year, assuming 2,131 homes and/or 1 clubhouse. Estimated labor hours are _____ per week, month, or year (your choice). We have budgeted \$xxK per year which must include payment in September to the incumbent service provider. Please describe your manpower analysis that led you to propose the resulting base fee. If your fee is simply based on past experience with Associations of similar size and complexity, so state, but provide at least one **additional** customer associated with said Association we can contact for past performance results.
2. Provide name(s) and resume or describe qualifications and certifications of proposed Club Manager(s) who will be assigned to Isles at Oasis. Include years of experience as a club manager, years with your company, and years of experience with Homestead communities. Provide at least one customer of one of the clubs they have managed whom we can contact for past performance evaluation. Describe benefits package (items other than salary, unless you volunteer that information) to be provided to the property manager(s) and other measures taken to maintain continuity of property manager by avoiding staff turnover.
3. Provide name and resume or describe qualifications and certifications of proposed senior advisor to Club Manager (if appropriate).
4. Provide address of your office space from which you will support Isles at Oasis. Describe how much work contractor conducts near Isles at Oasis (specifically in Isles of Oasis, Waterstone, or Keys Gate) or describe risk mitigation approach to price increase (for travel) or staffing issues (not having qualified workers willing to travel to Isles at Oasis).
5. Briefly describe any unique tools, techniques, or any other aspect of your company's approach that makes you the best value choice for this contract.
6. Briefly describe any additional actions you propose to perform on this contract not included in the 8 areas described below.
7. Briefly list prices for reimbursable expenses proposed above and beyond the base fee.
8. Briefly describe your approach to Paragraph 3 CUSTOMER SERVICE ENVIRONMENT and any additional activity you propose in this area.
9. Briefly describe your approach to Paragraph 4 RESIDENT COMMUNICATIONS and any additional activity you propose in this area.
10. Briefly describe your approach to Paragraph 5 NETWORKING and any additional activity you propose in this area.
11. Briefly describe your approach to Paragraph 6 CDD COMMUNICATIONS and any additional activity you propose in this area.
12. Briefly describe your approach to Paragraph 7 ADVICE and any additional activity you propose in this area. Include description of your digital data backup procedure and off-site storage procedure.
13. Briefly describe your approach to Paragraph 8 BOOKKEEPING and any additional activity you propose in this area.
14. Briefly describe your approach to Paragraph 9 FINANCIALS and any additional activity you propose in this area.
15. Briefly describe your approach to Paragraph 10 ON-SITE MANAGEMENT and any additional activity you propose in this area.

16. Briefly describe your approach to Paragraph 11 MEETINGS and any additional activity you propose in this area.

17. Describe the qualifications and right to work in the United States of each worker on your Isles at Oasis team, and if the specific team members are not already known, describe how you manage team qualifications and right to work for new hires.

18. Briefly describe any transition handoff interactions you require with the departing service provider. In light of the contract award schedule provided below, describe any time period you require your contract to “overlap” with the departing service provider contract (i.e., can we cancel their contract before you start, or do you need them on contract for some time period?).

19. Two tours of the club facility and grounds will be given. RSVP is not required. Any bidder or interested party from the public may attend simply by showing up. Please email Steve Walker at WalkerAndCore@yahoo.com with any questions regarding the tour. During the tour, each bidder will be given the same tour in one group. Any question that serves to clarify what is in the written RFP and does not provide one bidder an informational advantage over another will be answered. Tour provider will not answer questions of a nature soliciting “which approach option do you think the CDD would prefer”. But tour provider can answer questions that provide the familiarity of Isles at Oasis that a typical resident would have, such as “what is the CDD website”, or “how many social events per year does the club put on; how many people come to them; how do you advertise for them”, or “what are the demographics of the community; how many people are available for weekday events vs. only after hours and weekends”. There is no guarantee the tour operator will know the answers to your questions or that the information they provide is completely accurate. We can only provide information based on our years of community familiarity, and not scientific surveys or census data. All questions and answers from both tours will be noted (tours will be recorded) and sent out to all bidders via email. Purpose of the tour is to simply familiarize any new bidders to the property.

20. The CDD has chosen to enroll the voluntary support of Wayne Bell in the facilitation of this source selection process. He has no Conflict of Interest with this solicitation. He has no role in evaluation beyond source selection process advice, secretarial document maintenance, note taking, and meeting facilitation.

21. The CDD will conduct this source selection within the lawful procedures dictated by Florida Statute xxx under the supervision of GMS (full name). GMS has no Conflict of Interest with this solicitation. They have no role in evaluation beyond source selection process advice, secretarial document maintenance, note taking, and meeting facilitation.

22. The CDD anticipates the following schedule.

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| 23 April 2018 | Draft Request for Proposal (RFP) is provided to all Supervisors, GMS, and counsel for initial review in preparation for April 27 Supervisors' Workshop. |
| 27 April 2018 | CDD Supervisors Workshop to review RFP. All Supervisors who attend are welcome and encouraged to bring suggestions for improving the RFP. Current Oasis Club mgt. and GMS either recuses themselves from participation in all CDD activities related to access to information regarding the Request for Proposal or commits to not bid. |
| 03 May 2018 | Wayne and Steve incorporate all changes agreed upon by Supervisors in April 27 workshop into the RFP from April 30 through May 3 and email RFP on May 3 to GMS for emailing to all Supervisors for review. |
| 07 May 2018 | Comments due from Supervisors after their review. Wayne and Steve incorporate all additional suggestions into the RFP on May 8 and May 9 and revised RFP is emailed to GMS on May 9 for emailing to all Supervisors on May 9 for final review. |
| 11 May 2018 | CDD <u>motions</u> to approve Request for Proposal and assigns Steve Walker with support from Wayne Bell to facilitate the source selection process. CDD <u>motions</u> to release to |

the public the Request for Proposal, schedule, and fact that the CDD is conducting a source selection for club management and requests any interested bidders send their contact information to WalkerAndCore@yahoo.com. Rules of source selection communication discipline are explained by GMS and counsel. Interested bidders need to provide contact information by May 24.

- 17 May 2018 May 14 thru May 16 Wayne and Steve draft Bidder Tour Script. Draft of Tour Script is emailed to GMS on May 17 for emailing to Supervisors in preparation for May 18 workshop for Supervisors.
- 18 May 2018 Supervisors workshop to review Tour Script.
- 25 May 2018 CDD emails Request for Proposal to all bidders who have expressed interest.
- 28-30 May 2018 GMS verifies by phone that each bidder has received the Request for Proposal
- 01 Jun 2018 6pm Bidders send any clarification questions or requests for submittal extension in writing to WalkerAndCore@yahoo.com
- 08 June 2018 CDD Supervisors review questions and motion to approve responses to go to bidders.
- 11 June 2018 GMS emails to all bidders Q&A from club bidder tours and clarification Q&As. Email also includes the official minutes of any CDD Meetings discussing this solicitation at which the incumbent was present (unless incumbent is not bidding). Email also includes a copy of the latest approved and/or draft full CDD budget.
- 14 June 2018 First club bidder tour
- 15 June 2018 Second club bidder tour
- 29 June 6pm Directors receive all proposals and evaluate proposals. Begin work on evaluating proposals against selection criteria and preliminary ranking of proposals. Any questions for bidders are formulated and emailed. Responses to questions due by July 5.
- 06 July 2018 Second workshop to evaluate proposals and review clarification questions and to down select to one, two or three recommended bidders to be reviewed in the June 13 CDD meeting.
- 13 July 2018 CDD Supervisors motion to select 2 or 3 potential winners; notes for bidder debriefs are kept. CDD sets interview schedule for the recommended bidders.
- 20 July 2018 Workshop for Supervisors to interview recommended bidders and proposed Club Managers.
- 27 July 2018 CDD workshop to select winner; notes for bidder debriefs are kept. Proposed winner is identified. GMS requests proposed winner submit insurance certificates, license, and proposed contract covering all terms in this Request for Proposal.
- 3 August 2018 Winning bidder submits their insurance certificates, license, and proposed contract covering all terms in this Request for Proposal
- 10 August 2018 CDD Supervisors discuss contract negotiations required and motions to accept winner upon successful contract terms and conditions negotiations; to allow Supervisors Chairwoman to sign contract upon successful negotiations; GMS to send 30 days notice to incumbent (as applicable) with contract end date of either Sept 10 or other date in Sept requested by winner for transition period; and GMS to notify all bidders of results with generalized feedback on their particular proposal (not details of the winning bidder's proposal)
- 17 August 2018 CDD workshops any final negotiation topics related to the winning bidders contract
- 24 August 2018 CDD completes contract negotiations/tailoring between CDD and winning bidder and both parties sign contract.
- 10 Sept 2018 Contract performance and transition from departing service provider begins; full club walk through with CDD and/or current Club Manager
- 09 Sept 2019 Initial contract term ends

Rules of Source Selection Discipline

1. The competition should be “Fair and Open” and it is the CDD’s responsibility to make every reasonable effort to ensure it is.
2. Anyone with proper workers compensation insurance and any licenses for certifications required to manage a club is allowed to bid.
3. It is the CDD’s responsibility to ensure that every bidder gets all the same information, preferably at the exact same time, but at least with enough time that it is of reasonable use to them. General rule of proper procedure is that no bidder should be receiving new information less than one week before the proposal is due, or an extension for everyone should be granted.
4. It is the CDD’s responsibility to ensure that no potential bidder is provided information about the Request for Proposal contents before the Request for Proposal is officially released to the public.
5. No bidder should be given an answer to a question, regardless of its apparent innocence (“hey is the process behind schedule?”) unless same Q&A is sent to all potential bidders within a reasonable time.
6. Bidders should be provided one person, phone number, and email to contact for ALL communications related to the source selection.
7. No CDD person except the designee above should EVER discuss in any way anything related to the Request for Proposal with any other person on the planet except another CDD person.
8. All communications with potential bidders should be conducted in writing or be recorded, so it is part of the discoverable record in case of protest.
9. As a courtesy to bidders who are spending their money to participate in the source selection and plan their business and efficient use of their employees around a firm schedule, the CDD should not change or delay the source selection schedule once it is released to the public, unless there is a short (e.g. one week) extension granted to all bidders for proposal submittal based on some unforeseen eventuality.