



MANATEE COUNTY

May 9, 2012

TO: ALL INTERESTED PROPOSERS

**REFERENCE: REQUEST FOR PROPOSAL No. 12-1458DW
Build, Operate, Maintain, and Manage a Community Center for Pride Park**

ADDENDUM No. 1

Proposers are hereby notified that this Addendum shall be acknowledged by them within their proposal and shall be made a part of the above named Proposal and Contract Documents.

The following items are issued to add to, modify, and clarify the Proposal and/or Contract Documents. These items shall have the same force and effect as the original Proposal and /or Contract Documents. Proposals are to be submitted on the specified date and shall conform to the additions and revisions listed herein.

Item 1: Land Survey Attached

Item 2: Phase I Environmental Site Assessment, dated July 2010 Attached

Item 3: Phase II Environmental Site Assessment, dated September 2010 Attached

Item 4:

Question: The successful Proposer will be deeded the land but the facility has to be operated by an independent entity with outside directors some of which would apparently be governmental appointees; is this correct?

Answer: Section B.01.4, "Governance of Operating Entity," states that the County desires to receive proposals which include operation of the facility by an operating entity with a board of directors consisting of dedicated seats including successful Proposer(s), community stakeholders, and at least one resident of the Pride Park community who is not a sitting CRA or CRA advisory board member. No governmental appointees are to be included.

The County clarifies this provision does not mandate any particular governance structure. The County's intent in including Section B.01.4 was to help ensure funds generated by the Community Center were re-invested into the programming, maintenance or improvement of the Community Center. In addition, the County believes that having an operating board with representation from all stakeholders is an effective method of ensuring that the diverse programming desires of the community are always considered and included where possible. The County clarifies that there is a distinction between decisions concerning programming and the ownership, financing and operation of the facility. The County's desire that a distinct board be created to focus on programming issues should not be read as meaning such an entity would have legal control over the assets of the Proposer(s) who put private capital into facility construction, particularly where financing methods would require ownership by the Proposer. Finally, the County clarifies as to this section that there is no one model which would address the County's concerns, and Proposers are invited to suggest alternative program governance models.

Item 5:**Question:** Who did the County have in mind as a Proposer when the RFP was issued?

Answer: The County is seeking proposals from all interested and qualified parties to design, build, program, operate, manage and own a community center on the Pride Park land as described in Section B, "Scope of Services." This question appears to have been directed at whether the County wanted proposals from builders or from non-profit operators. While the County is aware that construction of a facility will be part of the agreement it ultimately enters, the County clarifies that it is not contracting to construct a County building. Therefore, the various statutes which may be applicable to County construction projects are not applicable. Rather, the County is offering vacant land upon which a facility may be built by one or more Proposers who will be responsible for operating the facility as a community center. Thus, the County will not be contracting with any builder or contractor. This will be done by such builders or contractors as the successful Proposer(s) select(s), and the County will not be a party to any such construction contract.

Item 6:**Question:** If more than one entity (non-profit and/or for-profit) desires to submit a joint proposal, who will the County seek to contract with?

Answer: If two or more entities create a new legal entity, and that legal entity submits the proposal, the County would negotiate with the officers of that entity. If two or more entities jointly develop a proposal, and propose that they would partner in building/financing the center but remain distinct legal entities, the County would negotiate with officers from all of the partner entities, and each such entity would be a party to the agreement. Partners may designate any person or persons to negotiate on their behalf.

Item 7:**Question:** Explain the reason for not permitting cross-subsidization. At least one potential Proposer noted the facility may require subsidization to successfully operate.

Answer: The County clarifies that this provision is not intended to prohibit successful Proposer(s) from proposing that it/they will inject funds into the operation of the center. The intent of the language is to alert potential Proposers that the County will require language in the agreement that funds made due to the programming of the community center are distinctly accounted for, and are directed back into the community center. The policy intent of the County is to ensure that the County's and CRA's investment in this community (in land and funds respectively) does not generate funds which leave that community. The County of course would not prohibit, nor have any objection to, the successful Proposer(s) directing other funds from other sources into the center's programming, operation or maintenance.

Item 8:**Question:** Why would potential Proposers undertake substantial work creating a proposal contemplating putting their own funds into it and not have control over the operations?

Answer: The Scope of Services allows for the land to be deeded to the successful Proposer as part of the resulting agreement requiring the construction and continual operation of the approved community center and all related programming. In addition to this grant of land, the CRA has designated up to \$1 Million as a potential contribution toward the cost of construction of the community center. As to whether potential Proposers decide that the kind of community center the County desires to be created in this community can be successfully financed and operated without further direct or indirect governmental subsidization (which is a primary requirement for any proposal to include), this is an analysis that each Proposer must assess and discuss in those parts of their proposals dealing with financing and budgeting. Given the many different financing and operational funding models which could be brought forward by various potential Proposers, the County does not wish to restrict what financing models and partnerships might be proposed.

Item 9:**Question:** Was this model based on a similar existing public/private community center partnership?

Answer: The intent of this public/private community center partnership is to provide greater economic, wellness, educational, crime reduction and prevention, property value improvements, and community involvement opportunities for this community. In developing the RFP, County staff did research the creation and operation of other community centers in the Nation. The RFP's terms are driven, in part, by the reality that the resources the County and CRA may bring to bear are distinctly limited to the land and potential grant of up to \$1 million of CRA dollars. Thus, the model called for is driven by such limits on the ability of government to participate in ongoing operational or maintenance expenses.

Item 10:

Question: Is the potential financial grant of \$1 Million CRA dollars or Community Development Block Grant (“CDBG”) dollars?

Answer: This potential financial grant of \$1 Million is comprised of CRA dollars.

Item 11:

Question: Can a Proposer offer other operating scenarios in addition to what is outlined in the RFP?

Answer: Yes, please see Section C.04, “Alternative Proposals, Additional Information, Investigations.” To clarify, if potential Proposers can design a proposal which will provide for the construction of a community center, the inclusion of the maximum amount of programming and services identified in the RFP as desired, ensuring diverse programming governance and oversight, and including budget and financing proposals based on realistic financial projections, the exact contours of the proposals are left to the individual Proposers. The County reiterates the desire to have multiple charitable and business entities partner in proposals so that resource availability might be maximized.

All other terms and conditions of the original Request For Proposal remain unchanged.

If you have submitted a proposal prior to receiving this addendum, you may request in writing that your original, sealed proposal be returned to your firm. All sealed Proposals received will be opened on the date stated.

Sincerely,

MANATEE COUNTY GOVERNMENT



Dennis W. Wallace

Procurement Contracts and Buyer Manager

Attachments: (i) Land Survey
(ii) Phase I Environmental Site Assessment, dated July 2010
(iii) Phase II Environmental Site Assessment, dated September 2010