

**REQUEST FOR PROPOSALS
CONSULTANT SERVICES
For a
FEASIBILITY STUDY
For the
Bellevue Biltmore Hotel Property
Located in
Town of Belleair, FL
May 24, 2011**

**TOWN OF BELLEAIR
BELLEAIR, FLORIDA**

INVITATION TO BID

Sealed bids are hereby invited to perform a feasibility study to determine the feasibility and impact of future hotel operations on the Belleview Biltmore Hotel and to identify options and realistic financial strategies for the protection, restoration and redevelopment of the historic Belleview Biltmore Hotel.

Additionally, the study should look at the impacts and feasibility of alternate uses of the Belleview Biltmore Hotel site to the Town of Belleair, Pinellas County, and the surrounding community.

Bid proposal will be accepted at the office of the Town Clerk, 901 Ponce de Leon Blvd., Belleair, Florida 33756 until 2:00 PM EST on Thursday, June 9, 2011, at which time bids will be opened and read aloud.

Copies of the Request for Proposal will be available by public records request to Town Clerk's office at Belleair Town Hall, 901 Ponce de Leon Blvd., Belleair, FL. during regular business hours, Monday through Friday, between the hours of 9:00 AM and 4:00 PM. Copies are also on the Town web site at <http://www.townofbelleair.com/headlines/RPF2011.pdf>.

Bidders must return three (3) complete sets of Proposals. Sealed bids must be submitted on Proposal forms provided (or exact copies thereof) and marked REQUEST FOR PROPOSAL – CONSULTING SERVICES FOR FEASIBILITY STUDY FOR THE BELLEVIEW BILTMORE HOTEL and mailed or hand delivered to:

TOWN CLERK
TOWN OF BELLEAIR
901 PONCE DE LEON BLVD.
BELLEAIR, FLORIDA 33756

No bidder may withdraw their bid within thirty (30) days after the date set for receiving and opening bids.

The Town of Belleair reserves the right to accept and/or reject any or all bids or parts thereof for any causes whatsoever, and to waive any informality in the bids as they deem necessary for the best interest of the Town.

D. Carlen
Town Clerk
Town of Belleair, FL.

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SECTION 1

REQUEST FOR PROPOSALS

AND SCOPE OF WORK

A. Introduction

The Town of Belleair is seeking the services of a qualified consulting firm to perform a feasibility study for the site of the historic Belleview Biltmore Hotel (the “Hotel”) for the following purposes:

1. To determine the economic feasibility and to identify options and realistic financial strategies of and for the protection, restoration and redevelopment of the Hotel; and
2. Identify and evaluate the feasibility of alternate uses of the Belleview Biltmore Hotel site and their impacts to the Town of Belleair, Pinellas County, and the surrounding community.

B. Background

Property Description – The Belleview Biltmore Hotel site (the “Property”) is situated in the North Section of Belleair, along the non-public section of Belleview Blvd. and is encircled by that non-public section. Adjacent to the Property are several condominium buildings, single family residences and the Belleair Country Club golf course and clubhouse. The Property is privately owned and consists of twenty-two (22) MOL acres. The Hotel closed for business in May 2009 and the Property is currently enclosed with a perimeter security fence. The current owner employs a small staff to be in the building from 7 am to 7 pm Monday through Friday to conduct maintenance to the Hotel structure and grounds. The Hotel has fallen into substantial disrepair. Most significantly, due to age and unrepaired damage from a 2004 hurricane, the roof of the structure is currently out of code and would need to be replaced to bring the structure back into compliance. The owner is making repairs to avoid further deterioration of the Hotel and maintains the fire protection system. The Property has had two sister properties in Pinellas County: the Belleview Biltmore Golf Course located about 1 mile southeast of the Property, along Indian Rocks Road which remains as a functioning public golf course; and the Belleview Biltmore Cabana Club located on the Gulf of Mexico in Clearwater, FL which is currently closed. Although all three properties are under the same current ownership, the owner has indicated its desire to either sell the Property or develop it separately, and not as part of a single project to include the Golf Course and Cabana Club properties.

The Belleview Biltmore Hotel was built in 1897 by railroad tycoon Henry B. Plant and was added to the U.S. National Register of Historic Places on December 26, 1979. The 820,000 square foot (76,000 m²) hotel structure was the last remaining grand historic hotel of its period in Florida that existed as a resort, and was the last remaining Henry Plant hotel in operation prior to its closure. The building is noted for its architectural features, with its unique green sloped roof and white wood siding exterior, and extensive hand crafted woodwork and Tiffany glass inside. It is said to be the largest occupied wood frame structure in the world, and is constructed of native Florida pine wood. In addition to the main hotel structure, four historic cottages are also on the Property.

The prior owner of the Property had planned to undertake a complete redevelopment of the Property along with the Golf Course and Cabana club as a first class resort property. Plans included a complete renovation of the historic hotel, constructing an additional hotel building, resort amenities including a

freestanding spa, and an underground parking structure. However, because of the economic downturn, those plans never materialized and the Property was sold to the current owner in December 2010.

The entire Property is currently Zoned “H” – Hotel, with an underlying Land Use of CG – Commercial General. The Belleview Biltmore Hotel buildings are vacant. The direct financial impact items to the Town of Belleair include property taxes, electric franchise fees (collected through Progress Energy-Florida), communication services tax, penny for Pinellas, half penny sales tax, and user fees paid to the town’s water department for water usage.

In addition to being a nationally designated historic structure, the Hotel is a landmark of the Town of Belleair around which the town was designed and developed. Accordingly, the town has a strong interest in preserving the Hotel, and its preservation is one of the stated goals of the town’s comprehensive land use plan. Nevertheless, the town acknowledges the physical and economic challenges of restoring and operating this 114 year old wooden structure as a profitable resort. Without renovation or other redevelopment of the Property, it will continue to deteriorate and continue to adversely affect the town and the surrounding property owners. Since no parties have come forward with an acceptable plan for the Property after the prior owner discontinued its redevelopment plans, the town has decided to retain its own professional consultant to identify realistic options for the Property’s redevelopment to assist the town in its efforts to restore the Property’s esthetic and economic benefits to the town, neighboring communities and Pinellas County.

C. Scope of Work and Project Goals

The project is a feasibility study to determine community impact and the realistic economic feasibility of the Belleview Biltmore Hotel were the Property to be restored. The study will also identify and evaluate alternative uses of the Belleview Biltmore Hotel site and their impacts to the Town of Belleair, Pinellas County, and the surrounding community should it be determined that complete restoration of the Hotel is not economically feasible.

Respondents to this RFP should consider that the town is seeking the following information in relation to both restoration of the Property as a hotel as well as redevelopment of the Property with alternate uses other than solely as a hotel:

- Impacts on local economy, infrastructure, traffic, environment, and community.
- Current revenues compared to post renovation/redevelopment potential revenues.
- Effect on surrounding property values.
- Environmental and cost impacts of renovation/redevelopment to include building demolition in the case of redevelopment.
- Market Study for the success of current and potential uses on the Property based on situations of varying economic health for the area, as it is expected that whatever is done with the property will be in perpetuity.

Specific uses for the Property the Town of Belleair would like to have the respondent study give consideration to the following:

- Fully renovated hotel
- Partially renovated hotel mixed with additional use(s)
- New hotel
- Single family homes
- Uses included in the town's Multi-Family residential zoning districts
- Uses included in the town's Commercial zoning districts
- Uses included in the town's Professional zoning districts
- Mixture of the above

Also, please note the following:

- The ownership/operation of the Property is currently private and is expected to remain so.
- Tax credits do exist in relation to restoration of the historic hotel
- The respondent should use the Town of Belleair Land Development Code as a guide for the requirements on density, parking, setbacks, etc. (<http://www.townofbelleair.com/ordinances.html>)
- The recommendations of the feasibility study must be practical and realistic. At the same time, creative approaches to achieve success on the Property are encouraged. In the event that the respondent believes there is an alternate use or zoning not currently allowed in the Land Development Code that would be of benefit, the Town of Belleair would give consideration to revising its zoning ordinances to accommodate such scenarios.
- This project requires the successful bidder to remain uninfluenced by outside forces. Any communication with town residents, the property owner and his representatives, or other interested parties shall be undertaken only with the consent and approval of the Town Manager.

SECTION 2

INFORMATION TO BIDDERS

1. FORM AND SUBMISSION OF PROPOSALS

The Town of Belleair invites proposals in the annexed form. Proposals must reach the Town of Belleair Town Hall Building at 901 Ponce de Leon Blvd, Belleair, FL 33756 at the given time in the Invitation to Bid, at which time they will be publicly opened and read aloud. Each bid must be contained in a sealed envelope, addressed to "Town of Belleair" and conspicuously endorsed with the following: "Request for Proposal – Consulting Services for the Feasibility Study for the Belleview Biltmore Hotel".

2. PAPERS ACCOMPANYING PROPOSALS

Each proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal:

Qualification Statement

- A. All respondents must address all of the items listed in the Scope of Work. Additionally, submissions will not be reviewed unless they are received prior to the submission deadline. The purpose of this RFP is to obtain concise information regarding the respondent's ability to conduct a comprehensive analysis of the potential renovation/redevelopment and use options and the feasibility and impact of those uses.
- B. A cover letter shall be included with each copy of the Qualifications Statement. The cover letter shall confirm that the respondent is willing and able to commit all necessary resources and staff as proposed. The cover letter must be signed by an officer of the parent company or lead firm submitting the Qualification's Statement.
- C. To be considered a qualified consultant the respondent must demonstrate that his/her organization has the necessary experience, skill and financial resources to undertake and successfully complete the work services and work required. The following specific information is required of each respondent:
 - 1. Name, address and telephone number of the respondent
 - 2. Identification of the principal contact person
 - 3. The type of organization (corporation, partnership, joint venture, etc.) including a list of participants and an organizational chart
 - 4. If the respondent is a subsidiary of another firm, the above information must be included for the parent company, along with a letter signed by an officer of the parent company supporting the subsidiary submission.
 - 5. If the respondent is organized as a joint venture or partnership, the relationship and responsibilities of the parties must be identified and explained, and shown on an organizational chart.

6. If there is a potential for subcontracting any portion of expected work elements, the information requested above must be furnished for the subcontractors.
7. Identify the key personal that would be involved in the subject project and include brief resumes.

D. Experience and Qualifications

1. The respondent must provide a concise statement of the firm's understanding of the intended study and the approach the firm will take to accomplish the project tasks, previously outlined.
2. Familiarity with the fields of planning, real estate development, historic preservation, building renovations, and financial and market analysis should be provided.
3. The respondent must provide a list identifying the respondent's experience in performing feasibility studies, similar in nature to this RFP. This information shall involve detailed information regarding individual project experience and the role of the respondent and references.
4. The respondent must provide a brief description all other resources and services which will be utilized by the respondent to accomplish the required tasks.
5. Information on professional services hourly rates, including overhead and indirect costs must be included, but not limited to travel expenditures, mileage, copying costs, etc.

3. ACCEPTANCE OF PROPOSAL AND ITS EFFECT

Within twenty (20) days after the opening of the Proposals, the Town will accept one of the proposals, or will reject all bids. The Town will make formal acceptance of the Proposal by a notice in writing signed by the Mayor of Town of Belleair, and mailed to or delivered at the Office designated in the Proposal. No other act of the Town, its officers, agents, or employees shall constitute the acceptance of a Proposal. The acceptance of the Proposal shall effect an agreement between the Town and the successful bidder, of which time shall be of the essence, for the execution of a formal contract ("Contract"). The rights and obligations therein provided shall become effective and binding upon the parties only with the Contract's formal execution. Neither the acceptance of the Proposal nor the formal execution of the Contract shall constitute an approval of the bidder's proposed plan, equipment, method and program of work or services.

4. EXECUTION OF CONTRACT

Within five (5) calendar days, after the acceptance of the Proposal, the Town shall present or mail to the successful bidder in quadruplicate, its form of the Contract with the blanks filled out in accordance with the Proposal. Within five (5) calendar days the successful bidder shall deliver all copies of such contract to the Town Clerk of Town of Belleair. Upon their receipt and upon receipt of satisfactory security for the bidder's faithful performance, as hereinafter provided, the Town shall execute all copies and shall return one to the successful bidder. The Contract between the Town and the successful bidder shall be subject to those conditions set forth in Section 3, General Conditions and Definitions, below.

5. SELECTION

All proposals will be reviewed by the Town Manager and selected members of his staff based upon the criteria for consideration of firms as set forth in the following subsection.

Nothing prohibits the Town Manager from requesting more information from one or more firms after the deadline for receipt of proposals. The Town Manager reserves the right, in his sole discretion, to reject any or all proposals with or without cause, to waive technicalities, or to accept the proposals that in his judgment are most advantageous and best serve the overall interests of the Town and his office and operations.

From the time of submission of a proposal until the execution of an engagement letter, unless such contact is first initiated by the Town Manager or an employee or his office, neither a respondent firm nor any of its employees or agents may discuss the firm's proposal with, or otherwise direct any queries or statements regarding it to, either the Town Manager or any of his employees.

In the event that a successful bidder defaults upon the agreement created by the acceptance of his Proposal, the Town reserves the option to accept the Proposal of the next qualified bidder within eighteen (18) days from such default, in which case, such acceptance shall have the same effect as to such bidder as though he were the originally successful bidder.

6. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

1. Overall Qualifications of the consulting firm
2. The respondent's understanding of the goals of the study and the proposed approach in undertaking the project as indicated in the respondent's statement
3. The amount of previous related experience
4. The respondent's personnel and available resources devoted to the study
5. Ability to complete the study in the designated time period
6. Project cost

7. TIME OF PERFORMANCE & PRODUCT REQUIREMENTS

A. Completion Time

- This work, as outlined in the Scope of Work, should be completed within two (2) months from the date the contract is executed

B. Product Requirements

- The consultant shall be required to submit ten (10) copies of the completed study to the Town.

8. EXAMINATION OF SITE

The town anticipates respondents will likely desire to inspect the Property in connection with preparation of their proposals. Respondents desiring to inspect the property shall contact the Town Manager who will make arrangements for a site visit with the owner of the Property.

SECTION 3 GENERAL CONDITIONS AND DEFINITIONS

DEFINITIONS

Except as otherwise, indicated by context, the following words whenever used in these General Conditions and Specifications, shall have the meaning set after each:

"Town" Town of Belleair, FL

"Consultant" Successful Bidder

"Contract" the contract or engagement letter between the Town and Successful Bidder

"Town Manager" Micah Maxwell

CONSULTANT SHALL FURNISH EVERYTHING

The Consultant shall provide and use, at his expense all materials and labor, and all implements and appliances necessary in carrying on and completing all work set forth hereunder as required by the terms of the Contract.

LOCAL CONDITIONS

It is understood and agreed that the Consultant, before executing the Contract, has by careful examination, satisfied himself as to the nature and location of the work, the character, required quality and total quantity of the work to be encountered, and during the prosecution of the work the general and local conditions and all other matters which can in any way affect the work under contract.

RISKS BLAME, ETC.

The Consultant must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work. The Consultant agrees to indemnify, defend and save harmless the Town and the Town from all suits and claims for damages arising out of Consultant's performance of the work.

QUESTIONS AND DISAGREEMENTS

All questions and disagreements between the Town and Consultant relating to the meaning of the scope of work shall be referred to the Town Manager and his decision shall be final, conclusive and without appeal.

CHANGES IN THE WORK

The Town, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The consultant shall not make changes in the work unless in provided with a written order from the Town signed by the Town Manager stating that the Town has authorized the extra work or change and no claim for an addition to the Contract sum shall be valid unless so ordered.

SECTION 4 FORM OF PROPOSAL

Micah Maxwell
Town Manager
Town of Belleair
901 Ponce de Leon Blvd
Belleair, FL 33756

Mr. Maxwell:

The undersigned hereby proposes to complete a feasibility study for the Belleview Biltmore Hotel site in strict accordance with the Scope of Work and Goals and the General Conditions set forth in the Town of Belleair's Request for Proposals for Consultant Services dated May 24, 2011, and all applicable state statutes and town ordinances relating thereto. Such study shall include all appurtenant work necessary to complete this project in a first class workmanlike manner to the satisfaction and approval of the Town of Belleair for the following lump sum cost:

SCHEDULE OF ITEMS AND PRICES

| Item No. | Description of Services | Lump Sum Price |
|-----------------|---|-----------------------|
| 1. | Feasibility study, pursuant to the Scope of Work | \$ _____ |
| | | \$ _____ |
| | | Price in Writing |

WITNESS, the hand and seal of the said Bidder this ____ day of _____ 2011

Name of Consultant _____
_____ L.S.

Post Office Address: _____

Phone Number: _____

Fax Number: _____

Accepted by: Town of Belleair

By: _____

Town Manager

Attest: _____

Town Clerk