



ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

PURCHASING DIVISION

County Administration Building, Third Floor

12 SE 1st Street

Gainesville, Florida 32601-6983

Phone (352) 374-5202, Fax (352) 374-4569

Request for Letters of Interest

Reference: RLOI #13-447
Private Sector Partners for Fairgrounds Development

Release Date: November 7, 2012

Deadline for submittal of responses: December 12, 2012

1.0 GENERAL PROVISIONS

1.1 Introduction

Alachua County is requesting Letters of Interest from property owners to provide a building site and related easements, as described herein, for the development of new fairgrounds facilities and operation of these fairgrounds facilities under a lease or management agreement with the County.

1.2 Location

The property must be located within the area bounded on the north and east by the County line, on the south by SE Hawthorne Road and on the west by the western right-of-way line of NE Waldo Road and County Road 225 extended north to the County line.

1.3 Building Site

A building site of not less than 25 acres, in "pad-ready" condition, must be conveyed in fee simple to the County for construction of the fairgrounds facilities. The preferred method for conveyance of the building site shall be through donation. "Pad-ready" means the property shall be filled to a flat surface with no slopes exceeding one percent elevation above the one hundred year, seventy-two hour on-site storm design elevation, and have a finished earthen grade with a minimum of three feet above the developed seasonal high ground water table at all locations. As an alternative, the County may consider properties that can be altered by the respondent to achieve these requirements. The building site shall have the appropriate land use designation, zoning and concurrency entitlements to permit construction and use of the fairgrounds facilities to be constructed by the County, as described herein. In the alternative, the response must address the specific amendments required to secure the appropriate future land use designation, zoning and concurrency entitlements. Successful completion of the amendment process shall be a condition of conveyance. Upon delivery of the building site to the County, there shall be no hazardous contamination on the building site and the building site shall be free from any and all liens and encumbrances which would adversely affect (solely in the County's judgment) the ability to develop the fairgrounds facilities. The building site may include regulated natural resources or their buffers, but these areas shall not be included in the calculation of the 25 acres.

1.4 Access, Parking and Drainage

Nonexclusive easements for access, parking (not less than 3,000 spaces, meeting all County requirements) and drainage to support the future build-out of fairgrounds facilities to be constructed by the County (assuming 200,000 square feet of impervious area on the building site), must be donated to the County. The access, parking and drainage facilities must not be located on the building site and shall be compliant with all applicable government regulations. Upon delivery of the easements to the County, there shall be no hazardous contamination on the property subject to the easements and the property subject to the easements must be free from any and all liens and encumbrances which would adversely affect (in the County's judgment) its use for the intended purposes.

1.5 Recreational Vehicles

Full hook-up campsites, including water, sewer and electrical service, for recreational vehicles shall be provided in reasonable proximity to the building site. Use of the campsites for County events, as described herein, shall be included in the lease or management agreement.

1.6 **Utilities**

Water, sewer and electrical service sufficient to serve the future build-out of fairgrounds facilities to be constructed by the County, as described herein, must be available at the building site. In the alternative, the County may consider properties without water, sewer and electrical service available at the building site if the property owner can make these services available at the building site, at its own cost, prior to or simultaneously with development of the fairgrounds facilities. The County shall not be responsible for design, permitting, or construction necessary to make these services available at the building site.

1.7 **Operations**

The fairgrounds facilities to be constructed by the County must be operated and maintained by or under the direction of the property owner at no cost to the County, either through a lease or management agreement. Net revenue sharing with the County shall be addressed in each response.

1.8 **County Events**

The County or its designees shall be entitled to occupy the fairgrounds facilities for the following events:

- Alachua County Fair: last two weeks of October (plus one week before the event for set-up and one week following the event for break-down);
- Hoggetowne Medieval Faire: last week of January and first week of February (plus one week before the event for set-up and one week following the event for break-down); and
- Alachua County Youth Fair & Livestock Show: first two weeks of March (plus one week before the event for set-up and one week following the event for break-down).

Terms of occupancy for each of the foregoing events shall be included in each response.

1.9 **County Construction**

The County will be responsible for construction of the following fairgrounds facilities at the approximate initial sizes shown in the table:

Facility	Initial Size (est.)	Future Build-Out Size (est.)
Multipurpose Auditorium/ Exhibition Hall	25,000 to 30,000 gross square feet	50,000 gross square feet
Covered Arena	45,000 net square feet	80,000 gross square feet
Tent Pads and Animal Barns	40,000 square feet	65,000 gross square feet
Event Lawn	5 acres	9 acres

The County will be responsible for all impact fees associated with construction of the foregoing improvements. Responses may include proposals to share the construction cost and/or to construct these facilities as leasehold improvements funded by the County.

2.0 **SUBMITTAL**

2.1 **Executive Summary**

Respondent shall include a brief executive summary of the proposal.

2.2 **Respondent Information**

Respondent shall provide its legal name, form of organization, business registration(s), and contact information including address, phone, fax, and email for the property owner, developers, and other professionals providing services to support the response. If there are any partners, the same information should be provided.

- 2.3 **Organization**
Respondent shall describe the composition, legal form and organizational structure of its team, if any. Whenever joint venture examples are provided as part of the submittal all requested information for each member of the joint venture must be provided.
- 2.4 **Building Site, Access, Parking and Drainage**
Respondent shall propose a specific building site for the fairgrounds facilities identifying the exact property by sketch and description and identifying key attributes for the proposed building site. Access, parking and drainage facilities and the location of recreational vehicle hook-ups should be designated on the sketch. The respondent shall provide the following information relating to the building site and appurtenant facilities:
- 2.4.1 location;
 - 2.4.2 vicinity map;
 - 2.4.3 future land use designation, zoning and concurrency entitlements to permit construction and use of the fairgrounds facilities or specific amendments required to secure the appropriate future land use designation, zoning and concurrency entitlements;
 - 2.4.4 water, sewer and electrical service available at the building site or a plan to provide service to the building site;
 - 2.4.5 legal description of the building site, access, parking and drainage easements;
 - 2.4.6 existing title insurance;
 - 2.4.7 known environmental conditions;
 - 2.4.8 photographs of the building site; and
 - 2.4.9 disclosure of all persons and/or parties holding an interest on the proposed building site, access, parking and drainage easements with their authority to offer the property to the County.
- 2.5 **Facilities for Recreational Vehicles**
Respondent shall provide a description of the available or proposed hook-up facilities for recreational vehicles, the number of hook-ups and their proximity to the building site.
- 2.6 **Construction**
Respondent may, but is not required to, include proposals to share the construction cost and/or to construct the fairgrounds facilities as leasehold improvements funded by the County.
- 2.7 **Operating Plan**
Respondent shall provide a proposed operation and financial management plan for the fairgrounds facilities, including a statement describing the estimated economic impact to the County and a proposal for net revenue sharing.
- 2.8 **Operating Experience**
Respondent shall include its relevant business experience, including a summary of its comparable experience operating tourism-oriented facilities.
- 2.9 **Operating References**
Respondent shall include local government references for tourism-oriented facilities it currently owns or operates.
- 2.10 **County Events**
Respondents shall include proposed terms of occupancy for the Alachua County Fair, Hoggetowne Medieval Faire and Alachua County Youth Fair & Livestock Show.

- 2.11 **Other Information**
Respondents may provide any other pertinent information addressing its ability to perform in a responsible and proper manner.
- 2.12 **Responsiveness of Proposals**
Proposers are encouraged to respond to all sections in detail, however no submittals will be rejected as non-responsive if conveyance of the building site (in fee simple), access, parking and drainage easements is included.

3.0 **SUBMITTAL REQUIREMENTS**

- 3.1 **Date and Location**
All responses must be submitted in a sealed envelope labeled “RLOI #13-447: Private Sector Partners for Fairgrounds Development” and delivered not later than 2:00 pm, Wednesday, December 12, 2012, to the attention of:

HAND DELIVER OR MAIL TO:
Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

- 3.2 **Copies**
Respondents must submit one unbound original and six bound copies of the response. The package shall also include a single reproducible diskette, CD-Rom or memory stick containing the entire response, including graphics, formatted to read with Microsoft® Software products or Adobe® PDF software. Materials received after the deadline may not be considered. Submittals are to be bound and no larger than 9" x 12". The cost of submitting of a response to this solicitation is considered an operational cost of the respondent and shall not be passed on to or be borne by the County.
- 3.3 **Responses Become County Property**
Upon submission, all responses become the property of the County, which shall have the right to use any or all ideas presented in any response submitted in response to this Request for Letters of Interest, whether or not the proposal is accepted.

4.0 **SELECTION AND NEGOTIATION**

- 4.1 **Public Opening**
Responses will be received and publicly opened. Only the name of respondents will be read at this time. Responses will be reviewed and summarized by County staff, which will provide a report to the Board of County Commissioners.
- 4.2 **Approval Process**
The Board of County Commissioners will consider the staff report and select the respondent which it determines in its sole and absolute discretion to meet the needs of the County. Relevant criteria will be used. The County reserves the right to accept or reject any or all submittals received with or without cause.
- 4.2.1 **Phase One – Staff Report**
- 4.2.1.1 Submittals will be reviewed by County staff and summarized in a staff report.
- 4.2.1.2 In the County Manager's discretion, staff may require additional information and interview any, all, or none of the respondents' key personnel who will administer and be assigned to this project before reporting to the Board of County Commissioners. The interview format and content will be at the sole discretion of the County Manager.

4.2.2 Phase Two – Initial Board Action

4.2.2.1 The County Manager will present the staff report to the Board of County Commissioners, which may or may not require presentations from the respondents.

4.2.2.2 The Board may direct the County Manager to begin negotiating with the respondent it determines, in its sole and absolute discretion, that best meet the needs of the County. The Board may also elect to terminate the process and not direct negotiations with any of the respondents.

4.2.3 Phase Three – Negotiation of the Agreement

4.2.3.1 Negotiations will be conducted by a team of County staff, and may include revisions to all terms and conditions submitted by the respondent. All respondents should recognize the County's right to request an interim revised proposal or a best and final offer.

4.2.3.2 Each party shall be solely liable for all of its own fees, costs and other expenses in conjunction with negotiation and preparation of the agreement.

4.2.3.3 No legally binding obligations on the parties will be created, implied, or inferred until an agreement has been negotiated, approved by the Board and executed by the parties.

4.2.4 Phase Four – Final Board Approval – Upon completion, the negotiated agreement shall be presented to the Board, which may approve or reject the agreement in its sole and absolute discretion. The Board of County Commissioners shall be the final arbiter on any matters relating to this solicitation.

5.0 **SPECIAL CONDITIONS**

5.1 **No Obligation**

Neither this Request for Letters of Interest nor the submission of Letters of Interest shall bind the County or obligate the County to enter into an agreement. The County reserves the right to cancel, alter or amend this Request for Letters of Interest. The County reserves the right to pursue additional potential respondents.

5.2 **Questions**

All questions relating to this Request for Letters of Interest must be in writing and hand-delivered or delivered electronically through email or fax to the Alachua County Purchasing Division not later than ten calendar days prior to the scheduled opening date. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing Division. Any oral communications will not be authoritative and will not be binding on the County. It remains the sole responsibility of the respondent to contact the Purchasing Division prior to submitting a response to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each submittal.

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(352)374-5202 (Phone)
(352)491-4569 (Fax)
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5.3 **Costs**

This Request for Letters of Interest does not commit the County to any costs incurred by the respondents in connection with this Request for Letters of Interest. All information submitted shall become the property of the County.

5.4 **Public Records**

Responses to this Request for Letters of Interest become public records upon receipt by the County subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If a respondent believes that any

portion or all of its response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, the respondent should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with the respondent's name and the solicitation number marked on the outside. In addition, the respondent must obtain a Public Record Declaration or Claim of Exemption form from the Purchasing Division and submit the completed form with the response. Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By designation of material in a response as "Public Records Exempt," the respondent agrees to defend and hold the County harmless from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging the designation.

5.5 **Additional Information**

The County reserves the right to request clarifications from any or all respondents. The County may, but shall not be required, to request information omitted from the submittals which may cause them to be considered as non-responsive.

5.6 **Prohibited Communication**

To ensure fair consideration for all respondents, the County prohibits communication to or with any department, employee, elected official, or anyone summarizing evaluating or considering the responses during the submission process, except as expressly provided herein. Additionally, the County prohibits communications initiated by a respondent to any department, employee, elected official, or anyone summarizing, evaluating or considering the responses prior to the time a response is selected by the Board for negotiations. Any communication between respondents and the County will be initiated by the County's Purchasing Division in order to obtain information or clarification needed to develop a proper, accurate evaluation of the response. Communications initiated by a respondent to anyone other than the Purchasing Division may be grounds for disqualifying the offending respondent from consideration.