



Request for Proposals

PRAIRIE CREEK LODGE & RANCH

June, 2009

1. Request for Proposal (RFP) Overview

1.1. Background

Alachua Conservation Trust, Inc. is a non-profit, local land trust located in Gainesville, Florida. Since 1988, the mission of ACT has been to protect the natural, historical, scenic, and recreational resources in and around Alachua County, Florida. ACT accomplishes its charitable mission through land purchases, conservation easements, environmental education, historic preservation, and community involvement.

For several years, ACT has been acquiring property in the Prairie Creek Basin, and now owns 1100 contiguous acres near the community of Rochelle (eastern Alachua County). ACT's goal is to restore the land to its natural habitats of sandhill, flatwoods, wet prairie, marshes, cypress swamps, and bottomland hammocks. ACT is also interested in the restoration and adaptive re-use of historic buildings, facilitating nature-based recreation, and providing educational opportunities. To be successful, these desires must be balanced with the need to create a financially self-sustaining operation that is harmonious with the rural neighborhood and the environment.

Alachua Conservation Trust is seeking partnerships with individuals, non-profit organizations, businesses, and government agencies to accomplish our vision on the Prairie Creek property. This Request for Proposals is intended to identify interested parties to negotiate a mutually beneficial arrangement for the use of this property. In the event a lease or partnership cannot be successfully worked out, ACT will consider selling the property with certain restrictions.

1.2. Description of the Property

Prairie Creek Preserve is 367 acres acquired from five different owners from 2004-2008, primarily with funds from Florida Communities Trust. The land borders Prairie Creek, which is the main part of the Potano Paddling Trail (a state-designated trail) and also borders the Gainesville-Hawthorne State Trail (a paved multi-purpose recreational trail). The Preserve includes pine plantations, a variety of natural ecosystems, and presently has several miles of public multi-purpose trails, picnic facilities, and informational kiosks. Allowable uses of the property are subject to the rules of Florida Communities Trust (which restricts some revenue-producing activities) and is managed in accordance with a

Land Management Plan (available electronically upon request). This property is not part of this proposal, except that it provides adjacent public outdoor recreation opportunities.

Prairie Creek Ranch is 740 acres acquired by ACT in March, 2009 with funds from a low interest bridge loan that must be repaid in 2010. Grants to conserve approximately 600 acres of the land will likely be received in the Fall/Winter of 2009 from a combination of federal, state, and local land conservation agencies.

In the future, the land will be managed similarly to Prairie Creek Preserve, however today it is a working cattle ranch. In the recent past, it was a hunting preserve with high fences which still remain on the property.

In addition to the land, there are a number of buildings at Prairie Creek Ranch, including:

- the Prairie Creek Lodge, an architecturally impressive, 7000 square foot (5400 sq ft heated/cooled) three-story cabin with 5 bedrooms, 5½ baths; built in the mid-1980s, in good condition
- a six stall horse stable with locking tack rooms
- a large two-bay barn with concrete floor and metal siding
- a 900 sq. ft. screened "summer kitchen"
- other outbuildings
- a large capacity well

This RFP is soliciting proposals for the use of the Lodge and other improvements listed above, which will include a minimum of 50 acres of surrounding land with road frontage on County Road 234, a paved two-lane road connecting Rochelle and Micanopy. Maps and photos are in an Applicant's Resource Package, available upon request.

1.3. Revenue Requirements

ACT's most pressing need is to determine a suitable use for the Prairie Creek Lodge and buildings, which along with 50 acres of land, is valued at approximately \$1 million. ACT is looking for an entrepreneurial solution to cover costs of this property. If ACT continues to own the 50 acres and improvements, mortgage payments of approximately \$7,000 per month will be required. Additional costs include about \$400 per month for insurance (depending on the use), direct operating expenses such as utilities, and maintenance.

If the Lodge, buildings, and land are used for an exempt charitable purpose, there will be no property taxes; however, if they are used for a private or profit-making enterprise, the property taxes would be approximately \$750 per month. Examples of an exempt purpose include a school or museum; examples of a for-profit use would be a bed-and-breakfast or a restaurant.

1.4. Possible Uses and Projects

ACT has identified a number of ways to use the property. Some activities would be suitable for ACT to create and administer, and others are outside ACT's mission and need to be done by a contractor, concessionaire, or lessee. It is very possible that several uses could be made of the property, simultaneously or sequentially.

Currently, the Lodge has a residential caretaker who will be vacating the premises at the end of 2009. ACT also owns two houses at Prairie Creek Ranch, just north of the subject property, that are currently used as caretaker residences and are occupied by ACT employees.

ACT has identified a number of potential uses for the lodge and property that are broadly suggestive of the activities which might be compatible:

- Non-profit offices
- Business offices
- Private residence – leased
- Private residence – conveyed with conservation easement or life estate
- Private school
- Environmental education center
- Museum
- Retail store
- Restaurant
- Spa or rehab center
- Shelter
- Arts and crafts studios
- Bed-and-breakfast; eco-lodge
- Retreat center: corporate, spiritual, artistic, educational
- Horse boarding or equestrian center
- Special events venue
- Musical venue
- Camping
- Tourism (e.g. eco-tourism, agro-tourism, historic-tourism)
- Native American pow-wow site
- Historical reenactment site
- Scouting or Youth group camp
- Hunting lodge – private
- Sporting event weekend retreat, rented to private parties
- Wedding hall
- Worship center
- Funeral home

This list is not intended to be exhaustive, and ACT's goal is to solicit proposals for activities which are on this list, or are compatible with the items on this list, or are completely different from this list.

2. Proposal Instructions

2.1. Proposal Format and Required Submittals

The APPLICANT is required to submit three (3) hard copies and one (1) electronic copy of their proposal to ACT by the required date and time. The proposals shall include the following information:

1. Letter of Intent identifying the APPLICANT and summarizing the project (*up to two pages*)
2. Statement of the history, mission, and past accomplishments of the individual, group, organization, or entity (*up to two pages*)
3. Statement of how the vision of the proposed enterprise relates to the mission of ACT (*one page*)
4. Detailed description of the proposed venture and its operations (*as many pages as necessary*).
5. Summary description of proposed modifications to be made to the existing site, such as the addition of structures, driveway paving, land alterations, etc. (*text and drawings, as many pages as necessary*)
6. Project timeline based on a tentative start date (*up to two pages*).
7. Detailed budget for two years, and general revenue and expense projections for a minimum of five years. This should clearly identify revenue sources.
8. Draft agreement(s) such as lease, concession, partnership, purchase and sale agreement, etc. (*as many pages as necessary*)
9. List of all regulatory requirements (land use, zoning, building permits, occupational licenses, special permissions, etc.) (*up to two pages*)

Attachments to the proposal should include:

10. Resumes of key personnel and the roles they will play
11. Verification of the lawful existence and good standing of the individual, group, organization, or agency submitting the proposal, as well as of the authority of the agent or representative signing the proposal.
12. Letters of intent from investors, letters of commitment from partners, letters of support, etc.
13. Other information that will help ACT determine the scope and feasibility of the proposed project

3. Proposal Procedure

3.1. Site walk-through

ACT will conduct a series of site walk-through tours. The APPLICANT shall submit the names and contact information of those representatives desiring to attend the site visit. ACT will contact the APPLICANT to arrange for access to the Property.

3.2. Schedule of RFP events

July 1 - August 31, 2009: Site tours by appointment

September 30, 2009 – 5 pm: Date/time proposals must be received by ACT

October 15, 2009: Sufficiency review is returned to all applicants, in some cases these will request further information

November 1-15, 2009: Interviews with leading Applicants, and ranking by ACT Board.

November-December, 2009: Negotiation of contract(s) with selected Applicants.

January 1, 2010: Earliest date property is available to Applicant.

3.3. Format of proposal documents

The APPLICANT shall submit three (3) paper copies in a loose leaf, three-ring binder and one (1) electronic copy on a CD or DVD. The proposal, including all copies, should contain narrative descriptions, specifications, financial spreadsheets, and drawings, etc. Acceptable formats for the electronic files include: .doc .xls .jpg .ppt .pdf. CAD and GIS files should be submitted in both native format and as .PDFs. Audio and video media files can be submitted in common formats viewable in MS Media Player. Responses consisting primarily of marketing material will not be reviewed.

Do not fax or e-mail final submissions. ACT is not responsible for lost or late proposals, and ACT may choose to accept late or incomplete proposals at its sole discretion.

3.4. Submission deadline

The APPLICANT's proposal must be received no later than 5:00 PM Eastern Time on September 30, 2009, at the following address:

Alachua Conservation Trust, Inc.
12 West University Ave - Suite 201
Gainesville, FL 32601

3.5. Letter of Intent

The letter of intent shall indicate the APPLICANT's understanding and agreement to comply with the terms of this RFP and shall include the APPLICANT's legal name and business name, if different, address, telephone and fax numbers of the office(s) that will perform the work. The letter shall state the full name of the contact person(s) who will be authorized to represent the company regarding all issues related to this proposal or any contract subsequently awarded to the APPLICANT. The letter must bear the signature(s) of the person(s) with binding authority for the organization or firm.

3.6. Licenses & Permits

The APPLICANT shall be responsible for obtaining any and all applicable approvals, licenses, and permits for the enterprise at Prairie Creek Lodge. The APPLICANT shall describe anticipated permits, licenses, and approvals for the project, and is encouraged to have the property examined by the responsible authorities during the application period.

3.7. Agreement with ACT

The APPLICANT shall provide the first draft of any lease, concession, partnership, or purchase/sale agreements with ACT for the use and improvement of the lodge and surrounding property for the purposes of the enterprise. Any draft agreements submitted will be subject to ACT's revisions, legal review, and approval of ACT's Board.

3.8. Responsibility for compliance with legal requirements

The APPLICANT's products, services, and facilities shall be in full compliance with all applicable federal, state, and local laws, regulations, codes, standards, and ordinances. Applicant should not assume that any of the buildings meet commercial usage codes for public safety or accessibility, and must include in any budget the cost of bringing facilities into compliance. ACT may be able to participate in cost-sharing of improvements, but this should not be assumed in any budgeting. Applicant is responsible for determining the proper land use and zoning category necessary to operate any enterprise. ACT may choose to participate in consulting with regulatory authorities or in applications for permits.

3.9. Applicant rights

Upon delivery, all materials submitted in response to this RFP become the property of ACT and may be appended to any formal documentation establishing a contractual relationship between ACT and the APPLICANT. APPLICANT shall not submit any information that is of a proprietary nature or mark its proposal as proprietary or confidential.

3.10 Applicant incurred costs

The APPLICANT shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of ACT and will not be returned. ACT shall not be required to retain the submittals for more than one year.

3.11. Applicant errors or omissions

ACT is not responsible for any APPLICANT errors or omissions concerning the RFP process. ACT may, at its sole discretion, accept application material submitted after the deadline.

3.12. Modification or withdrawal of proposals

The APPLICANT agrees in submitting a proposal that the proposal may not be modified once it is submitted. The APPLICANT may withdraw the proposal at any time.

3.13. Reservation of rights

This RFP does not commit ACT to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. ACT may require the APPLICANT to participate in negotiations and to submit such monetary, technical, or other revisions of its proposals that may result from negotiations. ACT reserves the right to keep all responses in connection with this RFP, without restriction on further use.

3.14. Rejection of solicitation response

ACT reserves the right to reject any or all responses received or any part thereof, to accept any response or any part thereof, or to waive any formalities when it is deemed to be in ACT's best interest.

3.15. Applicant inquiries

All questions relating to this RFP shall be directed, by e-mail or in writing to:

Info@AlachuaConservationTrust.org

Alachua Conservation Trust
12 West University Ave - Suite 201
Gainesville, FL 32601

3.16. Contract form

The APPLICANT shall submit forms of any additional agreements that ACT may be required to enter into because of the APPLICANT's proposal. Such additional agreements may include leasing agreements required for proper operation and maintenance of the site.

3.17. Leasing Agreement

APPLICANTS submitting proposals to enter into a Lease, Concessionaire, or Partnership Agreement with ACT should consider that ACT is seeking:

- A. A revenue stream capable of covering ACT's direct costs of ownership;
- B. A term of sufficient time to provide security for both parties;
- C. Reasonable restrictions which would allow the inside of Prairie Creek Lodge to be decorated but would not allow the alteration of any walls or partitions, the remodeling of any portion of Prairie Creek Lodge, or any alteration of any kind to the exterior of Prairie Creek Lodge without the express written permission of ACT;
- D. A cancellation clause with notice provisions

E. A provision that the lessee would assume all civil and financial liability for accidents occurring on the property and have appropriate levels of general liability insurance, property insurance, and other coverages as necessary;

G. A requirement that lessee be responsible for maintenance on the inside of Prairie Creek Lodge with the option of having ACT maintain the outside grounds for a higher lease rate.

4. Proposal Evaluation

4.1. Evaluation criteria

The evaluation of responses received will include an initial review and a final detailed review. The initial review will evaluate all submissions for conformance to these specifications and will seek clarification or eliminate responses that deviate substantially from the intent of this RFP and/or the mission of ACT. Only those proposals that meet the intent of the mandatory requirements will be further evaluated.

The requirements stated in this RFP will be used in an evaluation matrix against which each APPLICANT's proposal will be compared. The degree to which the proposals exceed the mandatory requirements will be scored, and these score sheets will be available to Applicants.

ACT intends to make the selection and award the contract to the Applicant whose proposal is the most financially viable, consistent with ACT's mission, and compatible with the principles of sustainability. ACT encourages creative partnerships, and is not adverse to risk.

4.2. Award

ACT will notify the top ranked applicant, and seek to negotiate the terms of an Agreement. If ACT cannot reach a satisfactory Agreement, at ACT's sole discretion, it may negotiate with lower ranked Applicant's until a suitable arrangement can be reached. ACT reserves the right to not select any proposals.

Thank you for making a proposal.

5. Questions and Responses about Proposals

5.1. *Who may apply?*

Any individual or business and any type of organization. ACT board members who are involved in any capacity with proposals must recuse themselves from making motions or voting. ACT staff may also put together one or more proposals for the organization, which will generally be to provide a set of default options for the use of the property should no outside proposal be accepted.

5.2. *When is the application period?*

Proposals will be accepted from July 1st through September 30, 2009.

5.3. *What is the selection process?*

Written proposals will be reviewed by a committee of ACT Board members who may rely on outside consultants to assist with the review. ACT may request additional information from selected proposers, and may choose to interview as few or as many proposers as it chooses. ACT reserves the right to reject proposals for any reason, and may choose to reject all proposals. ACT staff will serve as facilitators for proposers, and as a resource for the Board, but will not make decisions on proposals.

5.4. *Is there funding available (for business start-up, capital improvements, etc.)?*

ACT has not earmarked funds for this project. ACT will cooperate with any funding proposals, however, we reserve the right to propose to any prospective funder independent of any proposer.

5.5. *How will ACT evaluate the projects, and what criteria will be used to judge them?*

ACT will first look to see that proposed uses of the property are compatible with our conservation mission, and secondly to see if the financial projections seem realistic. ACT is interested in projects that provide a greater good and accomplish multiple goals. Projects that help the local economy by creating jobs, by providing access to nature and recreational opportunities, and by enhancing educational, cultural, or spiritual growth will be favored. Finally, ACT needs to re-coup the funds we have invested in the property.

5.6. *Can multiple proposals, and proposals with partners be submitted?*

Yes

5.7. *How much land is available? Do we need to use it all? What is the availability of adjacent lands?*

The Prairie Creek Lodge is located on 1100 acres of land owned by ACT. Much of this land will be restricted to passive outdoor recreation and will be open to the public, and would be available for these uses to the Applicant. A minimum of 50 acres will be included with the Lodge, and as many as 100-200 acres could be added that could have restricted access and be used for special purposes.

5.8. *Are proposals a public record?*

ACT is a private corporation, and proposals are not considered a public record. If government funds are used, or anticipated for any portion of the project, then the proposal may be a public record. ACT will not post proposals to a public website or distribute them to the public, but cannot guarantee the confidentiality of any submittals.

5.9. *Are there any minimum dollar amounts that the proposals must commit to? Do funds have to be in hand? Do in-kind matching contributions help?*

There are no minimum figures for revenues or proceeds, and funds do not have to be in hand. The proposer should provide some detail about prospective funding sources and in-kind contributions. ACT's financial goal is to cover all of our direct costs of ownership in a lease or partnership, or to sell the property for appraised value to a compatible neighbor.

5.10. *What is the timeline for a decision? When can we get started?*

ACT intends to make a decision as soon as possible after the deadline of September 30, 2009. Implementation of a plan can begin immediately after an agreement is negotiated.

5.11. *What if we simply wish to purchase the property, and don't know or don't want to disclose our future uses of the land or buildings?*

ACT is committed to protecting the land, and if there are no leases, partnerships, or other arrangements that are viable, ACT will list the property for sale on the real estate market. As a tax exempt charity, ACT will require that any assets be sold at no less than appraised value. ACT has a current appraisal on the entire Prairie Creek Ranch including the improvements.

If a proposer wishes to purchase the property, ACT as Seller, and the proposer as Buyer, will negotiate the terms of the purchase and sale, with ACT's goal being to restrict the land to uses which are compatible with a neighboring nature preserve and the rural character of Rochelle. ACT will entertain offers that are contingent upon receiving regulatory permits, however ACT will generally avoid being involved in lobbying for approvals from agencies or elected officials.

5.12. *How can realtors be involved?*

ACT has not listed the property with any real estate professionals, and currently has no plans to list it. ACT will not pay any real estate commissions, however the prospective purchasers are encouraged to employ real estate expertise in evaluating the property and the terms of any purchase or lease agreement.

5.13. *Where can I get more information about Alachua Conservation Trust?*

Our website is: www.AlachuaConservationTrust.org



Prairie Creek Ranch

Owner: Alachua Conservation
Trust, Inc.

Acquired: March, 2009



The property has large expanses of wet prairie -- this one on western (Paynes Prairie) side of Prairie Creek.



The land is grazed by cracker cattle owned by a lessee,



Steel bridge over Prairie Creek

The Prairie Creek Lodge is approximately 7000 square feet built almost entirely of timber from on site.



The ranch has a number of large out-buildings, including this six-stall horse stable



The "Summer Kitchen" and a shop/garage



Extensive, high game fencing surrounds the 750 acres; there is also considerable cross-fencing. Exotic animals, such as Watusi cattle, roam the range



Family Room



Great Room:
Some furniture and fixtures have
been be donated with the property



Kitchen

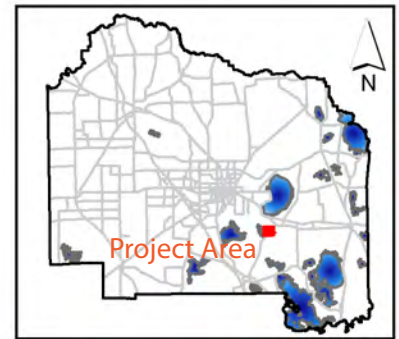


Man Cave



Prairie Creek Lodge Request for Proposals Site Map

Alachua Conservation Trust
12 West University Ave, Suite 201
Gainesville, FL 32601
352.373.1078
www.AlachuaConservationTrust.org

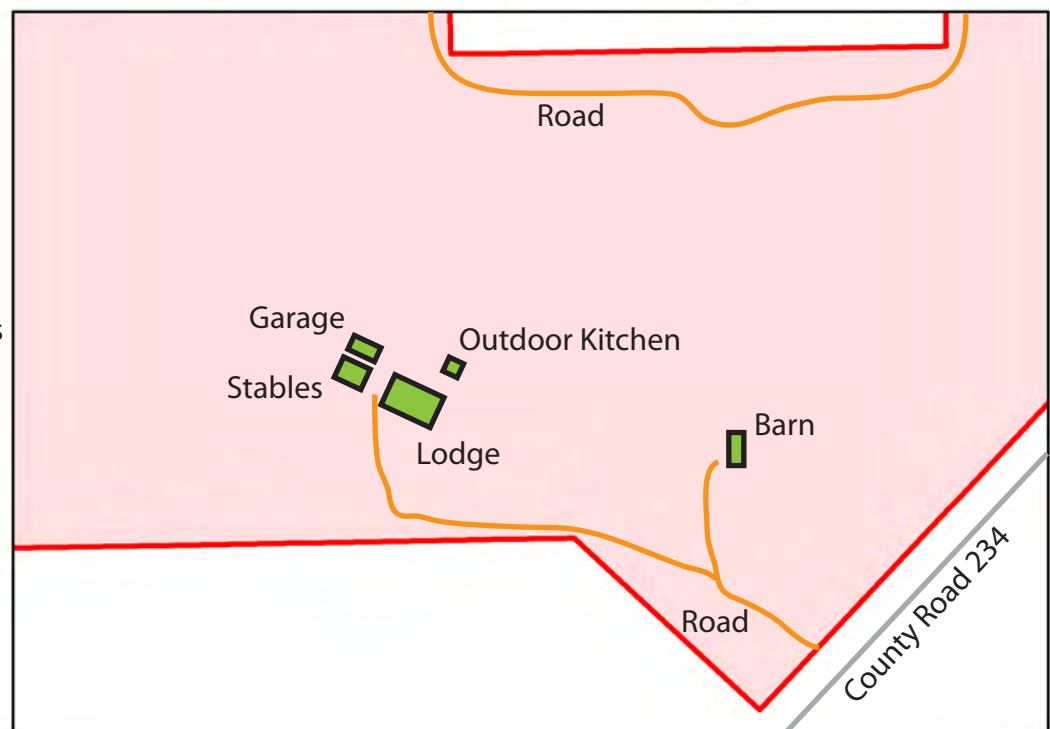


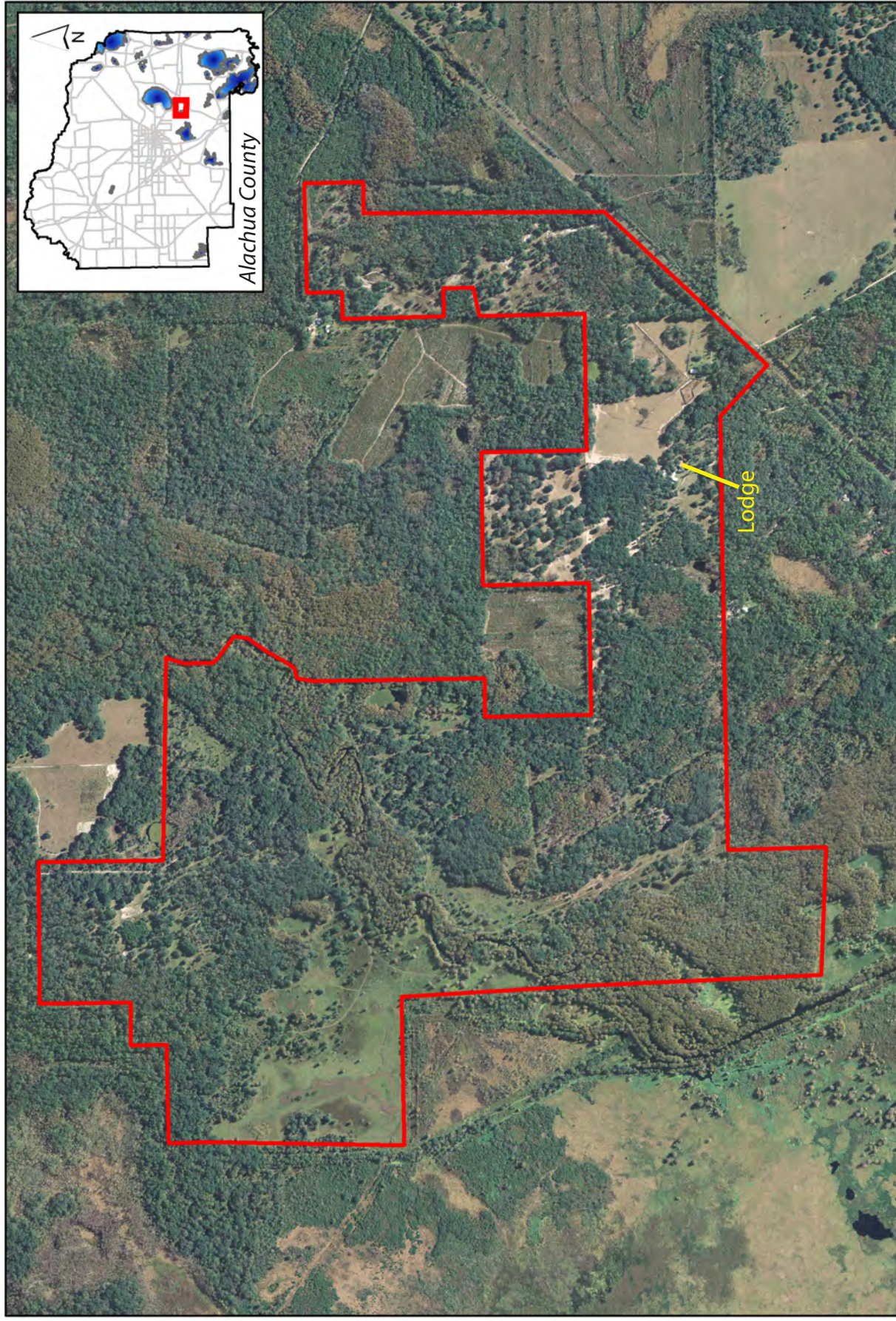
The red lines represent the boundaries of ACT's property. A fifty (50) acre area will be determined prior to the commencement of permitting and zoning.



0 250 500 1,000 Feet

This map illustrates existing improvements and structures of Prairie Creek Lodge.





Prairie Creek Lodge

Request for Proposals Site Map

Alachua Conservation Trust
12 West University Ave, Suite 201
Gainesville, FL 32601
352.373.1078
www.AlachuaConservationTrust.org