

**BALDWIN COUNTY COMMISSION
REQUEST FOR PROPOSALS**

FOR THE

**MARKETING, LEASING AND MANAGEMENT OF
RETAIL SPACE AND BOAT LAUNCH**

AT

**LIVE OAK LANDING
8700 LIVE OAK ROAD
BAY MINETTE, AL 36507**

**Baldwin County Commission
Request for Proposals (RFPs)
Marketing, Leasing and Management of Retail Space and Boat Launch at Live Oak Landing**

The Baldwin County Commission is seeking Proposals from all interested and qualified individuals or firms desiring to market, lease and manage a retail space and boat launch located at 8700 Live Oak Road, Bay Minette, Alabama, 36507, in accordance with all applicable laws, rules and regulations. It is the goal of the Baldwin County Commission to select the proposer that will provide the best marketing, leasing strategies and ongoing management of a balanced mix for the retail space and boat launch/landing area to best serve the public during the term of the Contract to be awarded. In addition, the Baldwin County Commission is willing to consider any additional improvements, services, programs, amenities, uses or activities a proposer is willing to submit for consideration.

I. Introduction

The vacant retail store and boat launch in this Request for Proposals is located at Live Oak Landing, which is an existing park, owned by the Baldwin County Commission, a political subdivision of the State of Alabama.

The retail space is approximately 2,750 square feet located just northwest of Alabama Highway 225. The main entrance to Live Oak Landing is located off Alabama Highway 225, approximately 3,500 feet north of I-65. Existing features of Live Oak Landing include approximately ½ mile of shoreline along the beautiful Tensaw River with existing boat ramp, fish cleaning facility, restrooms, small fishing pond and public pavilion.

Live Oak Landing is currently active with citizens, recreational boaters and professional sportspersons on a daily basis and is scheduled to host multiple fishing tournaments throughout the year with upwards of 150 boaters at some events. Existing infrastructure within Live Oak Landing includes a paved main entrance/loop road, phone lines, power lines, water and sewer.

II. Site Visit

An on-site inspection of the property is recommended. Site visits can be arranged with:

Wanda Gautney, Purchasing Manager
Baldwin County Commission
312 Courthouse Square, Suite 15 (mailing)
257 Hand Avenue (physical)
Bay Minette, AL 36507
Phone: (251) 580-2520
E-mail: wgautney@baldwincountyal.gov

III. Site location map

Attached are pictures of the property showing the retail building and boat launch.

IV. Conceptual Operations Plan

A Conceptual Operations Plan should describe the Proposer's general plans for management, organization, marketing, operations and financing. The Conceptual Operations Plan should contain a level of detail sufficient to allow the County Commission to determine with specificity the Proposer's plans and evaluate the proposal. The Conceptual Operations Plan shall include, at a minimum, the following information:

Each proposal shall include:

1. Letter of transmittal which:
 - Lists the complete name and address of the Proposer(s).
 - Lists the name, address, business, telephone number and electronic mail address of an Authorized representative who can be contacted by Baldwin County Commission concerning the proposal.
2. A marketing plan.
3. A **description of any improvements** proposed to be constructed on the property, including, but not limited to building, utilities, etc., if any. Description of proposed use and demand within the community for the proposed project. If the operations plan is to be implemented in phases, please describe the phases and associated time frames. The Baldwin County Commission is willing to consider any additional improvements, services, programs, amenities, uses or activities a proposer is willing to submit for consideration.
4. Benefit to the community from the proposed project and compatibility of proposed project with surrounding uses.
5. A **site plan** depicting all proposed improvements.
6. A **management and organization plan**, including, at a minimum, names and general experience of key managers and total number of anticipated personnel.
7. An **operating plan**, including a general description of the nature and scope of the operations, services to be offered and season of operation.
8. A **financing plan** evidencing Proposer's financial ability to meet the financial requirements of the proposal and identifying the source of investment capital and the names and addresses of all individuals proposed to have a financial interest in the project. Acknowledgement of responsibility for payment of all costs associated with the developing and operation of the retail facility.
9. A **summary of Proposer's experience**, including any experience with operations similar to this and all documentation necessary to enable the County Commission to evaluate the proposal as submitted.
10. Proposal of Lease income or any other income or fees to be paid to the County.

The successful Proposer will be required to submit to the County Commission a detailed and thorough Operations Plan for approval prior to commencing operations.

V. Requirements and Considerations

1. The Proposer's staff operating the retail store will be required to collect boat launch fees on behalf of the County and remit the same to the County. Proposer should propose a collection fee percentage or flat fee to be retained by the Proposer for each fee collected, not to exceed 10% of the fee charged by the County. The Proposer's staff will also be required to remit funds from honor box to the County.
2. The County Commission shall retain all responsibility and authority for the use of the boat launch and the charges associated therewith, including, but not limited to, individual use, group use and tournaments.
3. Alcohol sales will be allowed for off-premise consumption only, subject to all applicable laws, rules and regulations.
4. All property and improvements not specifically described in the lease shall not be subject to the lease or used or controlled by Proposer or Lessee.
5. If the Proposer desires to propose alternatives to the requirements of the proposal, please state such alternatives and the justifications for the same.

VI. Evaluation/Award

All proposals received will be reviewed and evaluated by a committee for the Baldwin County Commission. An interview of selected proposals may be conducted to request additional information and documentation of the Proposer's experience, operations plan or ability to secure financing. If such presentations are necessary, selected parties will be notified of the date and time.

In reviewing the proposal submitted and selecting a final proposal, the Baldwin County Commission will consider any and all relevant information or factors, including, but not limited to, the following:

- Thoroughness and completeness of proposal and responsiveness to RFP requirements.
- The scope, extent, applicability and quality of Proposer's experience.
- Financial resources, history and references of the Proposer as well as the feasibility of the proposal.
- Compatibility of proposed operation with the surrounding uses and local community.
- Competitiveness, appropriateness, feasibility of proposed lease terms and/or income or fees to be paid to the County.

A lease will be awarded to parties based on any and all information provided or other factors including, but not limited to, the most advantageous terms, financial and/or otherwise, as determined exclusively by the Baldwin County Commission.

VII. Financial Ability and Surety

Before accepting any offer for a lease, the Baldwin County Commission shall establish, to its exclusive satisfaction, the financial capability of the person or entity seeking the lease and the legal authority of the person or entity to conduct business in the state. The proposal shall include the Proposer's credit report; current accounting balance sheet; and an income statement which accurately and fully discloses the Proposer's current assets, long and short – term indebtedness, equity, commitments for financing,

cash flow, and other relevant facts by which Baldwin County Commission may fully evaluate the Proposer's financial ability to operate and maintain its proposed project. Past bankruptcy or loan defaults must also be disclosed. The Proposer may include letters of reference or commitments for financing that it has received from financial institutions.

The Baldwin County Commission may make such investigations as it deems necessary to determine the ability of the bidders to furnish all materials and equipment, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal, in its sole discretion.

In addition, in accordance with applicable State law or in order to ensure the faithful performance of all obligations of the Proposer or Lessee, the Baldwin County Commission reserves the right to require appropriate bonds, letters of credit or other sufficient surety as deemed necessary by the Commission, in its sole discretion.

VIII. Operations

All aspects of the proposal will be governed by a Real Estate Lease Agreement (Lease) between the parties, subject to any terms or conditions deemed necessary by the Baldwin County Commission, in its sole discretion.

The Lessee will be solely responsible for all costs to be incurred in the design, development, operation and maintenance (including, but not limited to, utilities) of the retail space.

Any improvements must be approved by the Baldwin County Commission prior to any work beginning. The use of the property must not reduce the value of the tract. The use of property must comply with state, federal and local laws. The lessee is responsible for obtaining all necessary licenses or permits required by any and all governmental authorities prior to and throughout the operation of their business.

The Lessee will be responsible for the payment of all taxes, assessments or other charges assessed upon any property owned by the Lessee or on the leasehold interest.

The Lessee is solely responsible for costs for connecting to and using any and all utilities (water, sewer, electricity, phone, etc.).

Upon expiration or cancellation of the lease, the title to all permanent improvements and fixtures located on the leased property and used in the operation and maintenance of the Lessee's business vests in the County. The Baldwin County Commission also reserves the right to require the Lessee to remove and or reclaim all authorized or unauthorized improvements constructed on the parcel during the term of this lease, at the expense of the Lessee.

IX. Costs of Preparing Proposal

The proponent of the proposal assumes the risk of loss in the submission of any proposal or its operation. The Baldwin County Commission is not liable for any costs or consequential damages

incurred by the proponent in this proposal's preparation, negotiations or any and all other costs that may result from activities in connection with the lease of the property.

X. Modification or Clarification of the Proposal

All recipients of this RFP should review its contents for defects and questionable matter. A recipient may make a **written** request for clarification of the RFP. Requests should be submitted in an email to Wanda Gautney at wgautney@baldwincountyal.gov no later than **April 28, 2015**, to ensure sufficient time for a reply.

The Baldwin County Commission reserves the right to waive any irregularities, to reject any and all submittals, and to negotiate with any respondent to this Request for Proposal.

XI. Lease Term

It is anticipated that, if granted, the Contract will be for a period of five (5) years. Depending upon capital investment required by the Proposer and based on the scope of the proposed additional improvements, services, programs, amenities, uses or activities a proposer is willing to submit for consideration, the Baldwin County Commission shall also have the right, at its sole discretion, to extend the term. The Baldwin County Commission shall have the right and authority to terminate the lease, with or without cause, by giving one hundred twenty (120) days notice in writing to the Proposer or Lessee of its exercise of its right to terminate the lease. The Baldwin County Commission shall have the right and authority to terminate the lease for cause or breach of the lease by giving thirty (30) days notice in writing to the Proposer or Lessee of its exercise of its right to terminate.

XII. Compensation Paid to County (Lease Rental)

The Proposer shall specify the monthly Rental Amount and any additional income or fees to be paid to the County in their proposal. The Rental Amount will be determined by the outcome of the competitive RFP process. However, the tenant shall be expected to pay a minimum monthly rental fee which will be negotiated before Lease Agreement is signed.

The rental payment shall be annual, semi-annual, quarterly or monthly as determined by the Baldwin County Commission.

XIII. Proposal Submission

Three (3) original paper copies of the proposal must be received by the County prior to **2:00 P. M., (Central Standard Time) on May 5, 2015**. All copies of the proposals must be under sealed cover and plainly marked. Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Manager
312 Courthouse Square, Suite 15 (mailing address)
257 Courthouse Square (physical address)
Bay Minette, AL 36507
251.580.2520

XIV. Insurance and Indemnification

The successful Proposer or Lessee shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should lessee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend the Lease Agreement until insurance is obtained, terminate the Lease Agreement immediately without further action, or hold lessee in material default and pursue any and all remedies available.

XV. Indemnification

To the fullest extent allowed by law, the successful Proposers or Lessees shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Proposer or Lessee. The successful Proposer or Lessee shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of the Lease Agreement.

The lease may require a surety bond to assure the faithful observance of all aspects of the lease. The amount will be determined by Baldwin County Commission.

XVI. Power of Attorney

Attorneys-in-fact who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney.

XVII. Statement of Qualifications

Each submitted proposal must give the full business address of the proponent and be signed by or on behalf of the proponent with his or her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature of the president, secretary or other person authorized to bind the corporation. The name of each person shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held to the bid of the individual

signing. When requested by the County Commission of Baldwin County, Alabama, satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

XVIII. Interviews

Responsive Proposers may be invited to interview with the Baldwin County Commission. The interview format will typically consist of a **twenty (20) minute** presentation by the Proposer and **twenty (20) minute** question and answer period with the review committee.

XIX. Statement of Rights and Understanding

The Baldwin County Commission reserves the right, in its sole discretion, to exercise the following rights and options with respect to this Request for Proposals (RFP): to accept, reject or negotiate modifications to any and all proposals as it shall, in its sole discretion, deem to be in its best interest. Submission of an RFP does not bind the County Commission to any action or to any party. Submissions do not create or assume any relationship, agency or obligation by the County Commission, its officers or employees.

#22

Live Oak Landing Entrance

LIVE OAK LANDING

TENSAW RIVERFRONT RECREATION AREA

BALDWIN COUNTY, ALABAMA

#21
Interstate 65 Exit 31 Sign

EXIT 31

225

Stockton
Spanish Fort



EXIT 31



CLUB HOUSE RD

3.7 miles to
Stockton

COTTAGE HILL RD

LIVE OAK RD

LIVE OAK RD

Store location at
Live Oak Landing

9.4 miles to
Bay Minette

29 miles to
Mobile

142 miles to
Montgomery

I-65

STATE ROUTE 72

-  Live Oak Store
-  Interstate
-  Roads
- 

*Mileage derived from Google Maps directions using 8700 Live Oak Rd. as the starting address





Live Oak Landing

**Live Oak Landing
Main Entrance**

See Inset 1

Building Footprint

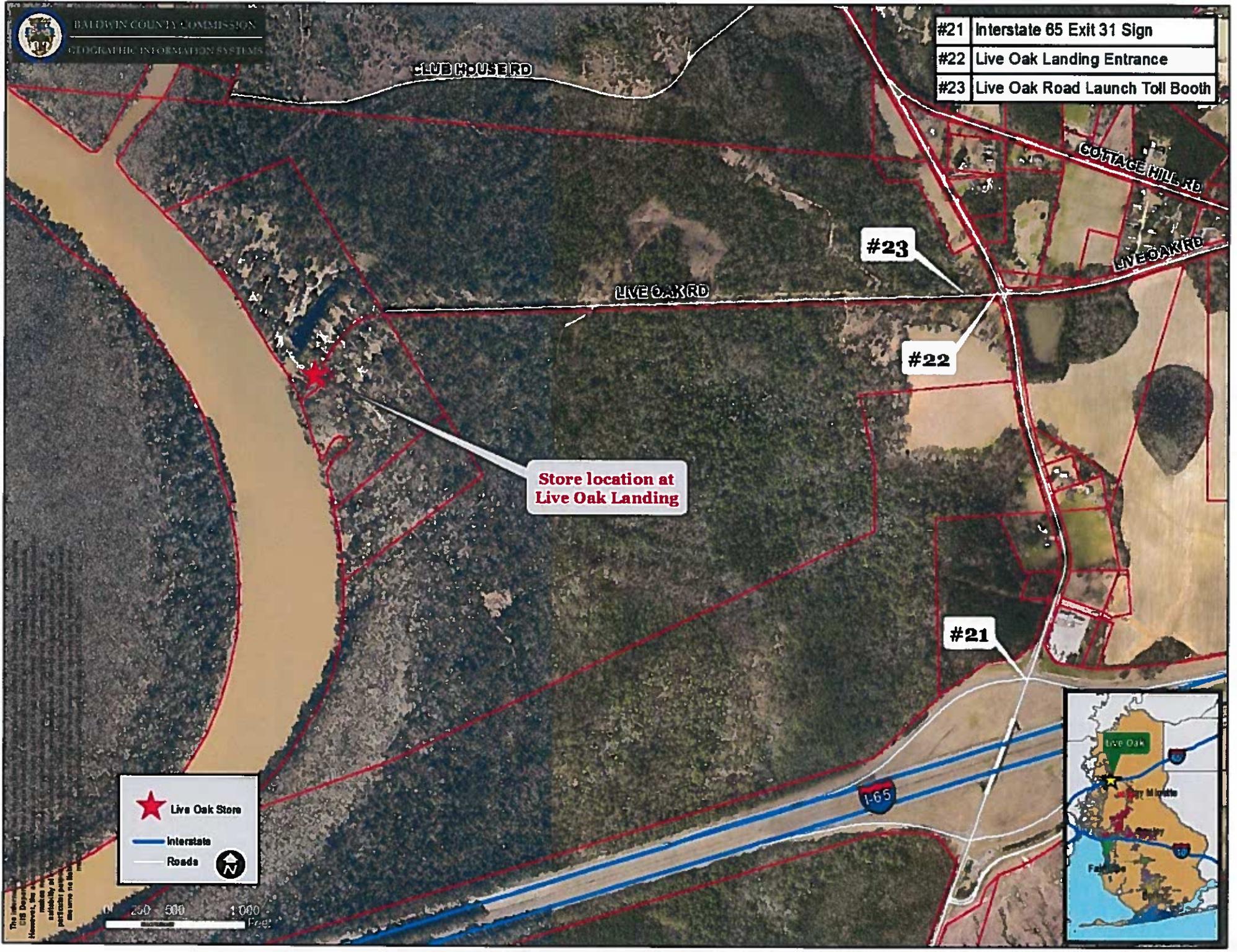
Inset 1

Building Footprint





- #21 Interstate 65 Exit 31 Sign
- #22 Live Oak Landing Entrance
- #23 Live Oak Road Launch Toll Booth



Store location at Live Oak Landing

#23

#22

#21

- Live Oak Store
- Interstate
- Roads
-

250 500 1,000 Feet



The information on this map was prepared by Baldwin County GIS. It is provided as a public service and is not intended to be used for legal purposes. Baldwin County is not responsible for any errors or omissions on this map.

#1
Store Front (Facing South)



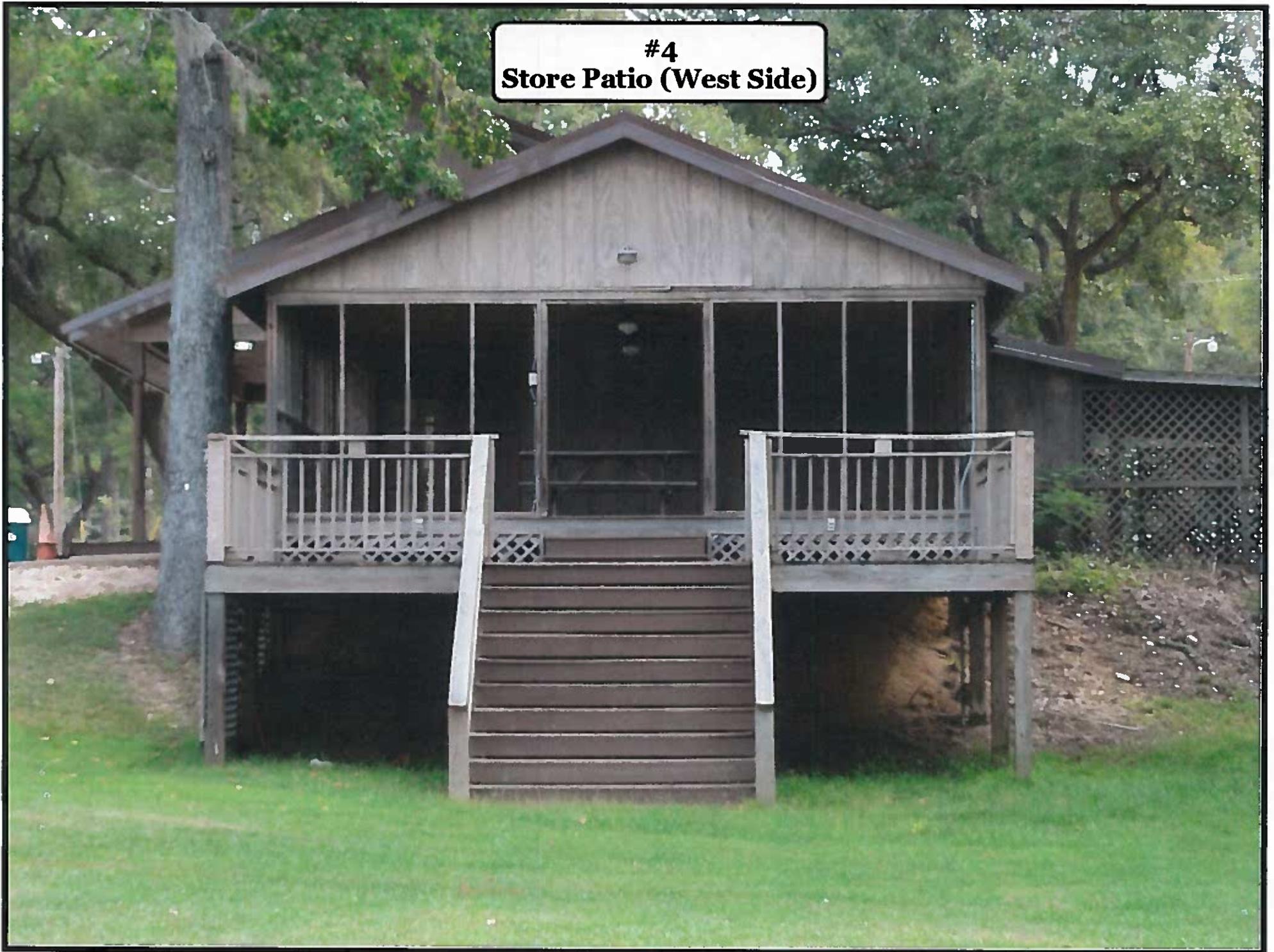
#2
Store (East Side)



#3
Store Patio (Facing West)



#4
Store Patio (West Side)



**#6
Launch Ramp (North)**



**#7
Launch Ramps (All)**

