

**SANFORD AIRPORT AUTHORITY
ORLANDO SANFORD INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSALS
SERVICE STATION AND CONVENIENCE STORE
CONCESSION**



SEPTEMBER 2015

Proposals are due to SANFORD AIRPORT AUTHORITY Administrative Offices no later than 2:00 p.m. Eastern Standard Time (EST) on November 13, 2015

A Mandatory Pre-Proposal Conference will be held on September 25, 2015 at 2:00 p.m. EST to answer questions regarding this RFP package.

AIRPORT CONTACT PERSON:

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President and CEO
Sanford Airport Authority
1200 Red Cleveland Blvd, Sanford FL 32773
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SECTION I — NOTICE OF REQUEST FOR PROPOSALS

The Sanford Airport Authority (SAA) invites the submission of proposals from interested and qualified proposers with demonstrated experience operating a multi-fuel gas station and convenience store facility ("Service Station and Convenience Store Concession" or "Concession") located at the Orlando Sanford International Airport ("Airport" or "OSIA"). Proposer is defined as the entity which signs Exhibit A ("Proposer").

The Orlando Sanford International Airport is owned and operated by the Sanford Airport Authority, which is governed by a nine (9) member board. Additional information about the Airport is available at www.orlandosanfordairport.com.

The Airport is often a visitor's first impression of the region. The Sanford Airport Authority has recently completed significant upgrades and additions to its facilities, greatly increasing and enhancing revenue and customer satisfaction, including additional parking facilities, new passenger boarding bridges and baggage carousels. With more than 2.5 million passengers anticipated in 2015, design for terminal expansion is currently underway, and the process for outparcel development has begun. At the completion of the evaluation, the Sanford Airport Authority may award a ground lease and concession agreement for the development of all or a portion of the vacant land (see Exhibit B) at the Airport to the Proposer who will provide, as determined by the Sanford Airport Authority, the best overall benefit to the Airport and the Sanford Airport Authority.

ALL PROPOSERS MUST READ, REVIEW AND UNDERSTAND THIS RFP AND ALL EXHIBITS AND ATTACHMENTS.

SECTION II — INSTRUCTIONS TO PROPOSERS

A. PROPOSAL DEADLINE

The deadline for Proposal submission is November 13, 2015, as stated on the cover page of this RFP and in the schedule (Section III.A). Each Proposal must be in the format set forth in Section IV.B., including all required Exhibits and/or Attachments. Proposals received after the due date and time listed above may not be accepted and may be returned unopened to Proposer.

Proposer must submit one (1) unbound original, eight (8) bound identical copies, and one (1) digital copy (CD-ROM or flash drive) of the proposal in a suitably sized envelope or box, with the name of the Proposer identified on the outside of the package. All Proposals are to be delivered to the Airport Contact Person at the following address:

**Sanford Airport Authority
Attention: Diane Crews, President and CEO
1200 Red Cleveland Boulevard
Sanford, FL 32773**

B. PRE-PROPOSAL CONFERENCE

1. Meetings

The Sanford Airport Authority has scheduled a mandatory pre-proposal conference on September 25, 2015, as stated in the Proposal and Award Schedule found in Section III.A. to review the RFP and answer questions related to the RFP. The conference will be held at the Sanford Airport Authority Boardroom, located at 1200 Red Cleveland Boulevard, Sanford, FL 32773. Interested Proposers are STRONGLY encouraged to send a qualified representative who is able to competently represent it or its company's best interests. In order for the Sanford Airport Authority to adequately address your questions at the conference, Proposers are encouraged to submit questions prior to the conference. In lieu of in person attendance, Attendance via telephone conference participation will be accepted by calling (407)585-4002.

2. Addenda

Following the pre-proposal conference, the Sanford Airport Authority may issue addenda to the RFP to make any necessary clarifications or corrections and to address questions submitted. The first addendum will include a listing of all persons and contact information for those in attendance at the pre-proposal conference. If discrepancies or omissions are found by Proposer or there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation must be faxed, mailed or e-mailed to the Airport Contact Person by the question deadline stated in the Proposal and Award Schedule found in Section III.A. Questions received after that time may not be answered by the Sanford Airport Authority and may not become part of the RFP process. The Sanford Airport Authority may not answer any questions by telephone or in person, except at the Pre-Proposal conference. The Sanford Airport Authority will issue additional addenda as necessary to respond to questions submitted. The Sanford Airport Authority is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by addendum. A copy of each addendum will be posted on the Sanford Airport Authority's website and can be found at the following link: www.osaa.net. Any addenda so issued are to be considered as part of this RFP.

C. PROPOSER RESPONSIBILITY

Proposer must carefully examine the RFP, related documents, and building site. Each Proposer must judge for itself as to the completeness of all requirements, conditions and circumstances in the RFP. Failure on the part of Proposer to make such examination and to investigate thoroughly will not constitute grounds for declaration by Proposer that it did not understand the conditions with respect to its proposal.

D. WITHDRAWAL OF PROPOSAL

Proposals may not be withdrawn after the proposal due date. In submitting the proposal, the Proposer agrees that the proposal will remain valid for one hundred eighty (180) calendar days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement. Withdrawal of any proposal will result in the loss of the proposal deposit.

E. AIRPORT CONTACT PERSON

From the date the RFP is issued through the Sanford Airport Authority award, Proposers shall not contact any members of the Sanford Airport Authority staff in any way related to this RFP process, except the Airport Contact Person as referenced on the cover page of this RFP. In an effort to be sure that your questions are properly understood and answered, your questions MUST be faxed, mailed or e-mailed to the Airport Contact Person.

SECTION III — INFORMATION FOR PROPOSERS

A. **PROPOSAL AND AWARD SCHEDULE**

September 17, 2015	RFP released to the public.
September 25, 2015	Mandatory Pre-proposal Conference 2:00 p.m. EST.
October 29, 2015	Last day for receipt of questions concerning the RFP by 2:00 p.m. EST.
November 13, 2015	All proposals due by 2:00 p.m. EST
November 20, 2015	Interviews with the finalists (if necessary) by Staff and EDAC
November 20, 2015	Sanford Airport Authority Staff and EDAC consider recommendation for award.
December 1, 2015	Sanford Airport Authority Board Meeting to Consider the Staff and EDAC Recommendation

The Sanford Airport Authority reserves the right to adjust the schedule as necessary.

B. SCOPE OF RFP

The purpose of this Service Station and Convenience Store Concession RFP is to seek a concessionaire who will best fulfill the Sanford Airport Authority's program goals and objectives as delineated in the RFP. The selected Proposer may be the actual operator of selected services or may subcontract services with other operating businesses.

1. Goals and Objectives

The Sanford Airport Authority seeks only high quality operators and firms (and their qualified subtenants) who can meet the needs of the Airport customers (over 2.3 million annually), nearby Airport tenants, and surrounding communities through development of the site in a visually appealing manner so that the Service Station and Convenience Store Concession complements the Airport and the nearby commercial properties.

To meet these goals and objectives, the proposal must:

- a. Incorporate modern design principles and sustainable practices.
- b. Offer exceptional price/value and convenience to the public while meeting or exceeding the public's needs.
- c. Provide exceptional customer service and innovative products and related services throughout the term of the Agreement.
- d. Recruit, hire, train, and motivate only the best management and staff members. In doing so, create a workforce that will result in both repeat business and positive customer service ratings.
- e. Maximize revenue to the Sanford Airport Authority.

The successful Proposers will enter into an Agreement with the Sanford Airport Authority to manage and operate the proposed concession as described in this RFP and offered in your proposal.

2. Location

The Airport is conveniently located within the boundaries of the City of Sanford, in the northwestern section of beautiful Seminole County, Florida, 18 miles northeast of Orlando, Florida. SFB provides its customers with convenient, state-of-the-art facilities and excellent highway access to Florida's renowned beaches and all Orlando area attractions. The "Service Station and Convenience Store Development Site" is located at the southeast corner of the intersection of Red Cleveland Boulevard and Marquette Avenue (see Exhibit B), less than 1 mile southeast of the Airport terminals and rental car facilities. The site is located in close proximity to Seminole County's new state-of-the-art sports facility, scheduled for opening in Spring 2016. The site is approximately 4.52 acres in size. The Sanford Airport Authority is not selling any portion of this site; rather the Sanford Airport Authority is seeking a long-term ground lease and concession agreement for the development of the Concession.

3. Brand Affiliation/Manager

The proposed Service Station and Convenience Store Concession concept shall be a nationally recognized brand operated by an established operator of a gas station and convenience store. Related services, such as a fast food facility, shall also be nationally branded or popular, locally branded concepts.

4. Construction and Development
a. Condition of Leased Premises

The development site will be delivered in "as-is" condition prior to construction. The successful Proposer will be responsible for all design and construction work in accordance with Southern Building Code and the City of Sanford design and construction rules and regulations, and as approved by the Sanford Airport Authority Development Review Committee (DRC), Sanford Airport Authority Economic Development Advisory Committee (EDAC) and the Sanford Airport Authority Board.

b. Development Plan

Proposer should submit a detailed development plan for the site, including, at a minimum, the requested information.

Proposers must submit completed concept plans in sufficient detail to facilitate evaluation of the quality and design of the proposed improvements. In addition to the concept plans, Proposers are encouraged to submit store photographs (exterior and interior), merchandise/display photographs, and plans from previous or current facilities at other locations that the Proposer determines are examples of the facility that the Sanford Airport Authority can expect to see at SFB.

Your photographs and concept plans should give the review team a complete understanding of:

- The overall design concept for each component of the facility.
- Specific details regarding: related services proposed.
- Specific details regarding number of fuel islands, types of fuel, exterior lighting, hours of operation, perimeter landscaping, etc.
- Examples of signage and any other graphic elements.

In addition, the successful Proposers shall supply the Sanford Airport Authority with payment and performance bonds, listing the Sanford Airport Authority as "Owner" and Proposer as "Contractor," each in Service Station and Convenience Store Concession for the full amount of the construction project, as more fully described in the Florida Statutes. The Proposer should submit a construction design timeline.

The winning Proposer will have approximately nine (9) months to complete the construction of the facility following the execution of the Agreement, which must be signed within thirty (30) days of the date the Sanford Airport Authority formally approves awarding a contract to the Proposer (currently scheduled for December 1, 2015 as identified in Section III.A). The Sanford Airport Authority may, at its sole discretion, consider adjusting this time schedule if significant delays are incurred at no fault of the Proposer.

SECTION IV — PROPOSAL REQUIREMENTS

A. SELECTION PROCESS

Each proposal will be evaluated according to the following process to determine how well it meets the Evaluation Criteria outlined in this RFP. Evaluation Criteria are for the use of the Review Team in evaluating the proposals and in making a recommendation to the Sanford Airport Authority Board. The

Sanford Airport Authority Board is not bound by the Review Team's recommendation in making its final selection.

1. Minimum Requirements

Each proposal must meet the Minimum Requirements found in this RFP (Section IV.C below). Those proposals failing to meet the Minimum Requirements as stated, including completeness, format and content, may be rejected without further evaluation.

2. Evaluation

The Review Team will verify and substantiate all information contained in each proposal. Proposers may be asked to revise, clarify and/or provide additional information during the proposal review process. These requests will require prompt action by the Proposer. Those proposals not rejected will be evaluated by the Review Team according to the Evaluation Criteria found in this RFP. The Review Team consists of designated Sanford Airport Authority staff and members of the Sanford Airport Authority Economic Development Advisory Committee.

3. Interviews

The Review Team may select some or all proposals as finalists and conduct oral interviews for clarification purposes only. While scores may be adjusted on the basis of the interview, no points will be awarded to the actual interview itself. If interviews are needed, selected Proposers will be given time to present their proposal and allow the Review Team to ask questions and to clarify their understanding of the proposal. A final evaluation will be completed after the interviews.

4. Staff Recommendation

The Review Team will make its recommendation for award to the Sanford Airport Authority Board (see Section III.A., Proposal and Award Schedule).

5. Sanford Airport Authority Decision

The full Sanford Airport Authority Board makes the final selection decision. Any Proposer may request to speak at the Sanford Airport Authority Board Meeting.

6. Award of Contract

The Sanford Airport Authority will notify the successful Proposer in writing. The selected Proposer must fully execute and deliver a signed Agreement to the Sanford Airport Authority, within thirty (30) days after receipt of the Agreement in the form negotiated by Sanford Airport Authority and the Proposer.

It is important that you review the Agreement. All requested changes to the Agreement must be offered in the "Exceptions" portion of your proposal. If no Agreement Exceptions are offered, you will be expected to execute the Agreement as presented as part of this RFP.

B. PROPOSAL FORMAT

Each proposal should be typewritten on a standard 8 1/2" x 11" page format not to exceed twenty (20) pages, single sided, excluding graphics, exhibits and/or other attachments. The pages shall be numbered

and sections of the proposal shall be tabbed consecutively (as numbered below). Proposals for all packages will be evaluated based on the following criteria and points assigned:

- Financial Offer and Projections	800 Points
- Company Qualifications, Experience, and Financial Ability	400 Points
- Management and Operations Plan	300 Points
- Design and Implementation Plan	200 Points
- ACDBE Participation	<u>100 Points</u>
- TOTAL POSSIBLE	1800 Points

In order for the Review Team to properly read and evaluate your proposal, it must be organized as follows. Number and tab each section in the order that follows:

1. Executive Summary

Include an Executive Summary of the important features of the proposal which should identify the Proposer and state other general information that the Proposer desires to include regarding the Proposer's business organization, contacts and related numbers and addresses. Additionally, this Executive Summary should highlight the uniqueness and strengths of your proposal and demonstrate how your proposal meets and/or exceeds the goals and objectives outlined by the Sanford Airport Authority. This is your opportunity to highlight your service abilities and experiences. Please limit this section to two (2) pages or less.

2. Minimum Requirements

Describe how Proposer meets, at a minimum, the Minimum Requirements (Section IV.C).

3. Properly Executed Proposal Form

Be sure to sign and notarize the Proposal Acknowledgment Form (Exhibit A) and include it under the appropriate tab in your proposal. The Proposal Acknowledgment Form must be executed in the legal name of the proposing entity, followed by the signature of the officer authorized to sign for the Proposer or sole proprietor and the printed or typewritten name of the officer and office held. If the signatory is not a corporate President, Vice President, or general partner, please provide evidence of their authority. In the event of a joint venture proposal, officers authorized by all entities forming the joint venture must sign the Proposal Acknowledgment Form. The address and telephone number of the Proposer must be typed or printed on the form.

4. Proposal Deposit

All Proposers are required to provide a Proposal Deposit in the amount of five thousand dollars (\$5,000.00) for each package being proposed, in the form of a certified check, a cashier's check or a Proposal Bond in such form and substance acceptable to the Sanford Airport Authority. Checks should be made payable to the Sanford Airport Authority.

No proposal will be reviewed unless accompanied by the Proposal Deposit. Enclose the deposit with the original unbound proposal. Copies of the Proposal Deposit must be included within each copy of the proposal. The Sanford Airport Authority will hold deposits until execution of the Agreement with the successful Proposer. If you are notified that you have been unsuccessful or disqualified, your deposit will be returned to you. If you are the successful Proposer a Security Deposit will be required, as will be noted in the sample Agreement distributed via the Addendum. No interest will be paid to Proposers on this Proposal Deposit.

If the successful Proposer fails or refuses to enter into an executed Agreement within thirty (30) days after award, the entire sum of the Proposal Deposit will be retained, not as a penalty, but as liquidated damages. The damages resulting from failure to enter into an executed Agreement are difficult to ascertain, and the entire sum of the Proposal Deposit is a reasonable estimate of these damages.

5. Financial Offer and Projections — 800 Points

Proposer shall submit its financial offer, taking into consideration the Ground Rent, Percentage Rent, and Fuel Flowage Fee information in Section IV.B.2. Proposer shall complete Exhibit C identifying the proposed Percentage Rent. Proposer must offer percentage rent of at least three percent (3%).

Proposer shall also complete a Pro Forma Operating Statement (Exhibit D) outlining its forecast of revenues and expenses, including debt service on construction costs (if construction costs are financed) and all rental payments to the Sanford Airport Authority (ground rent, percentage rent, and fuel flowage fee), for the first three (3) years of operation. Be careful that your pro forma operating statement is realistic. The percentage rent that you offer in this pro forma will be incorporated into your Agreement if you are selected as the recommended winner of the concession. Provide whatever attachments you feel are necessary to support your pro forma projections.

6. Company Qualifications, Experience, and Financial Ability - 400 Points

Proposer shall submit sufficient information to allow the Sanford Airport Authority to evaluate the Proposer's qualifications and experience, including, at a minimum, all of the following:

- a. Legal name and street address of Proposer, exactly as it should appear in the Agreement.
- b. Contact name, title and telephone number of Proposer's authorized representative.
- c. Description of organization (i.e., corporation, LLC, partnership, joint venture, or sole proprietorship):
 - If a corporation, list the date of incorporation, state of incorporation, and the names, addresses and share of all persons or entities owning ten percent (10%) or more of the Proposer's voting stock.
 - If an LLC, list the names, addresses, state of organization, legal names of all members, and ownership interests of each member.
 - If a partnership, list date of organization, whether general or limited partnership, the state of registration, and the legal names, addresses, and percentage ownership of each partner.

- If a joint venture, list date of organization, indicate whether or not the joint venture has done business in Florida and where, and list the legal names, addresses and shares of the joint ventures.
 - If a sole proprietorship, list all business names under which such proprietor has done business during the past five (5) years, the business address(es) for that same period of time, how long in business, and state whether registered or authorized to do business in the State of Florida.
- d. List all affiliates of Proposer, including all entities controlled by or under common control with Proposer.
 - e. Describe Proposer's source of funding for this project.
 - f. Include a brief history of the Proposer. Note any changes in the company name and/or ownership structure and any other names under which Proposer has done business. See Exhibit E.
 - g. Provide the name, location, and date of any of the Proposer's operations that have been terminated, either voluntarily or involuntarily, within the past five (5) years. For the same period of time, list any judgments or lawsuits satisfied, outstanding, or currently pending against the Proposer.
 - h. Provide the most recent audited financial statements of the proposing entity including a balance sheet, income statement and statement of cash flows, including the accompanying notes to the financial statements. Also include the current year financial statements for the most recently closed accounting period (month, quarter or year).

7. Management and Operations Plan — 300 Points

Proposer shall submit sufficient information to allow the Sanford Airport Authority to evaluate the Proposer's management structure, operations plan, and ability to carry out the plan. Your plan must include:

- a. An organizational chart which illustrates the reporting relationships of the local management team. If applicable, it should show the reporting relationship to the headquarters management. The staffing plan should show both the initial installation plan and ongoing program operations. Proposer shall also describe how the Sanford Airport Authority may contact the concession personnel twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The staffing plan should include a work schedule showing opening and closing hours and staffing during operational hours.
- b. A service and maintenance plan for management of any automated equipment.
- c. A service and maintenance plan for the management of the facility, including ongoing building upkeep, maintenance and repair requirements, lawn maintenance, snow removal, fuel leak monitoring, spill containment plan, etc.
- d. A detailed operations plan including, but not limited to, the proposed related services, number of fuel islands, types of fuel, hours of operation, etc.

- e. A timetable (if different than the Sanford Airport Authority's timeline included), to commence upon award of the Agreement, including a schedule for construction.
- f. In the event Proposer intends to use subtenants to meet any of the requirements of the Agreement, Proposer shall provide the following information for each subcontractor Proposer intends to use: Company name, street address, telephone number, and a complete description of work to be done by subcontractor. All subtenants are subject to the prior written approval of the Sanford Airport Authority.

8. Design and Implementation Plan — 200 Points

Proposer shall submit detailed plans for the construction of the Service Station and Convenience Store with a design program that provides for multi-fuel options, related services, building landscaping, customer and employee parking areas, privacy and/or security fencing, lighting, signage, etc.

Proposer shall submit a detailed design concept for any alternative fuel related product(s) proposed.

Proposer shall submit pictures or comparable artwork adequately depicting the appearance of the new facility, customer parking area and signage.

Proposer shall submit information regarding the construction team that illustrates the local management and an operational plan for the construction process.

In the event Proposer intends to use contractors, subcontractors, subtenants, or licensees to meet any of the requirements of the Agreement, Proposer shall provide information for each contractor, subcontractor, subtenant, or licensee that Proposer intends to use. All contractors, subcontractors, subtenants, and licensees are subject to the written approval of the Sanford Airport Authority prior to use.

The winning Proposer shall submit detailed plans at concept stage, 50%, 75% and 100% that show how the spaces will be integrated into and enhance the overall surrounding community and airport atmosphere. All design and construction shall be done in accordance with the Sanford Airport Authority Design and Construction Standards and all State of Florida Building Codes.

9. ACDBE Participation — 100 Points

The Sanford Airport Authority has established an Airport Concessions Disadvantaged Business (ACDBE) goal of 6.67% which has been approved by the Federal Aviation Administration (FAA). In order to achieve the goal, concession opportunities are reviewed to determine the possibility of ACDBE participation.

In your proposal please submit how you will meet the 6.67% ACDBE goal indicating specific ACDBEs (including company name, contact information, type of work and dollar amount of their work). All firms must be ACDBE certified prior to Sanford Airport Authority approval of the RFP award. You can meet the goal by subleasing directly to an ACDBE or by using an ACDBE to provide goods or services.

The goal can be determined by the amount of money paid to the ACDBE firm(s) divided by the total dollars of this concession.

If unsuccessful in meeting the 6.67% goal, you must document good faith efforts were made in establishing ACDBE utilization. Examples of good faith efforts can include:

- a. Solicitation through all available means within sufficient time to allow ACDBEs to respond;
- b. Breaking out contract work items into economically feasible units to facilitate ACDBE participation;
- c. Conduct open meetings to disseminate information about the scope of work, plans and specifications.

10. Review Team Field Visits/Evaluations

If you are currently operating a similar concept, the Review Team may visit your concept that is offered in your proposal. Based on the proposals received, the Review Team will determine those Proposers and locations to be visited and when that visit will occur. The Review Team will evaluate the operation and its actual offerings and staff. The time and place for those visits will not be announced prior to the visit and some locations might receive multiple visits. The results of these shopping visits to the proposed concepts have no specific point values, but will be used to validate or show deficiencies in your proposal; and, therefore affect scores in the listed criteria.

11. Interviews

If the Review Team deems it to be beneficial in its decision making process it is free to schedule an interview with some or all proposers to clarify or review issues noted from the proposals. The interviews have no specific point values, but will be used by the Review Team in developing their final scores in the listed criteria.

12. Exceptions

This RFP contains business terms that have been developed by the Sanford Airport Authority to best serve the traveling public and the needs of the Sanford Airport Authority. However, the Sanford Airport Authority also recognizes that the Proposer's experience and expertise may provide the Sanford Airport Authority with unique insights into how to better organize and operate the Concession so that the business can better meet the goals and objectives described in Section III.B.1.

This "Exceptions" provision of the RFP allows the Proposer the opportunity to modify the Sanford Airport Authority's RFP by proposing to add, modify or eliminate sections or provisions that you believe are not in the best interest of the Sanford Airport Authority. After discussing your proposed Exceptions, the Review Team is free to modify the points assigned to each section of the evaluation process based on its understanding of the value of the Exceptions being offered.

Under this Exceptions provision, you must individually list each point of exception that you want the Review Team to consider. List the RFP requirement followed by your proposed exception(s). Please be careful to review the sample Agreement provided under the addendum. This Exceptions provision is your opportunity to also list Agreement modifications that you believe are essential if you were to be selected.

Note: The Sanford Airport Authority is not obligated to accept any Exceptions and if the Proposer is preliminarily selected, the selection will be subject to achieving agreement on the items you have identified as Exceptions. If Proposer considers any Exceptions to be mandatory to its Proposal, that must be clearly stated.

If there are no deviations or Exceptions to any portion of this RFP, Proposers must state that on the Exception page. If no deviations are identified and the Proposer's proposal is accepted by the Sanford Airport Authority, Proposer must conform to all of the requirements specified.

C. MINIMUM PROPOSAL REQUIREMENTS

Proposing entities must meet, at a minimum, each of the following qualifications:

1. Provide a Proposal deposit of five thousand dollars (\$5,000.00)
2. Must have two (2) years continuous experience, within the last five (5) years, in the ownership, maintenance, management or operation of a Service Station and Convenience Store Concession.
3. Must be qualified to do business in the State of Florida at the time of concession agreement execution.
4. Provide a minimum of one (1) financial reference and three (3) business references.
5. Must submit financial background information for the last two (2) fiscal years which includes an independently audited balance sheet, statement of cash flows and Service Station and Convenience Store Concession income statements; or equivalent documentation, sufficient in the Sanford Airport Authority's view, to determine the financial health of the proposer.
6. Have no pending, active or previous legal action that could, in the Sanford Airport Authority's sole judgment, prevent the Proposer from fulfilling the terms of an agreement.
7. Provide a Proposal that contains the properly executed proposal documents. Proposers that do not meet each of the minimum qualifications may be considered nonresponsive and disqualified from further consideration.

SECTION V — SERVICE STATION AND CONVENIENCE STORE

A. DESCRIPTION OF SERVICES FOR THE SERVICE STATION AND CONVENIENCE STORE

This business will provide a multi-fuel, service station and convenience store and any related services as proposed and approved.

The development site for this service station and convenience store is referenced on Exhibit B.

B. SUMMARY OF BUSINESS TERMS

All Agreement terms will be set forth in the Agreement entered into between the Sanford Airport Authority and the successful proposer ("Lessee"). A sample Agreement will be provided as an addendum to the RFP. A summary of the key business terms is provided below for your reference. The terms contained in the Agreement govern if there is any discrepancy between this summary and the Agreement.

1. Term of Agreement

Twenty-five (25) years with one (1) ten-year option at the Sanford Airport Authority's sole option.

2. Rent and Other Charges

a. Percentage Rent

Lessee shall pay the Sanford Airport Authority monthly percent rent as a percentage of gross sales (excluding fuel sales) from the operation of the service station and convenience store. Proposers shall propose the amount of the percent rent.

b. Ground Rent

Ground Rent for the Leased Premises shall include the building, and customer and employee parking areas. For this Service Station and Convenience Store Concession, the ground rental rate shall be determined by fair market rate at time of contract award and shall be paid in monthly installments. Ground Rent will commence on the earlier of [date to be determined] or the Date of Beneficial Occupancy.

The Sanford Airport Authority reserves the right to modify the ground rent, either upward or downward. Such modification may not occur more frequently than once every five (5) years. The Sanford Airport Authority shall rely upon appraisals obtained from one (1) or more qualified, independent appraisers chosen by the Sanford Airport Authority. It is understood that any revision or changes in rents shall be reasonable and uniform covering Lessee's lease rights with those charges to other users at the Airport in the same class of users as Lessee.

c. Fuel Flowage Fee

Lessee shall pay a monthly fuel flowage fee of \$[rate to be determined] per gallon.

d. Fuel Cost Containment

Lessee will keep its fuel prices within five percent (5%) of the local average at all times.

d. Cost Recovery and Other Occupancy Charges

Lessee will be responsible for all costs directly related to Lessee's use of the premises, including the following:

- Taxes - Lessee shall be solely responsible for payment of all applicable taxes. Property taxes are billed directly by Seminole County.
- Utilities — Lessee shall be responsible for utility delivery to the site and all utility costs associated with the premises (including, but not limited to, gas, electric, trash refuse, recycling, water/sewer, and telephone).
- Permits - Lessee shall obtain and pay for all necessary permits required by the Sanford Airport Authority, the City of Sanford, Seminole County and any other regulatory agency.

3. Ownership of Improvements

The successful proposer will own all improvements during the lease term.

At the end of the lease term, the building, site, together with all improvements, whether completed by the Proposer or otherwise, will become the property of the Sanford Airport Authority. Any branded fixtures paid for and installed by Proposer may be removed by Proposer

but must not negatively impact the structure or finishes of the facility; in the event such condition should arise, Proposer must restore the condition of the Leased Premises after such removal. The Sanford Airport Authority reserves the right to require the Proposer to remove any or all improvements at the expiration or earlier termination of the lease.

SECTION VI – SANFORD AIRPORT AUTHORITY RESERVATIONS

- A. The Sanford Airport Authority reserves the right to award agreements on the basis of the proposals submitted and/or to negotiate with Proposers for modification of the successful proposals at the Sanford Airport Authority's option. By submission of its proposal, the Proposer agrees to be legally bound thereby if the Sanford Airport Authority accepts its proposal. The Sanford Airport Authority reserves the right to reject any or all proposals and to waive any minor irregularities, informalities or discrepancies, and to award the agreement to the Proposer best meeting the needs of the Sanford Airport Authority as determined by the Sanford Airport Authority.
- B. The Sanford Airport Authority will not be obligated to respond to any proposal submitted nor shall it be legally bound in any manner whatsoever by the receipt of a proposal.
- C. Each Proposer must carefully examine the RFP and related documents, the plans with respect to the concession areas and the facilities at SFB. Each Proposer must judge for itself as to the completeness of all conditions and circumstances in the RFP for this concession. Failure on the part of any Proposer to make such examination and to investigate thoroughly the RFP and related documents will not constitute grounds for declaration by a Proposer that it did not understand the conditions with respect to its proposal.
- D. Any and all agreements arising out of proposals submitted (including any negotiations that follow) will not be binding on the Sanford Airport Authority, its officers, employees, or agents unless duly executed by the President and CEO or her designee following approval by the Sanford Airport Authority Board.
- E. Statistical information contained in these documents is for informational purposes only. The Sanford Airport Authority is not responsible for any inaccuracies or interpretations of this data. The Sanford Airport Authority makes no representations as to future enplanements, revenues or delivery volumes.
- F. The Sanford Airport Authority reserves the right to postpone the proposal submittal due date and/or agreement start dates.
- G. Should the successful Proposer fail to execute and deliver the agreement within the thirty (30) day time period as referenced in Section IV.A.6., the Sanford Airport Authority is free to negotiate an agreement with the next best Proposer.
- H. Available Sanford Airport Authority reports are provided as a convenience to the Proposer without any warranty whatsoever by the Sanford Airport Authority. The Proposer must make its own conclusions and interpretations from the data supplied by the Sanford Airport Authority and from information available from other sources.
- I. The Sanford Airport Authority's selection of a successful Proposer, either from among the Proposers responding to this RFP, or otherwise, as herein set forth, will be made solely at its discretion regardless of the data submitted by any Proposer. The Review Team and the Sanford Airport Authority will evaluate the criteria listed, and such other factors, as it considers appropriate. The Sanford Airport Authority may consult all personal, business and financial references familiar with Proposer's prior operations and management of prior projects. Submission of Proposer's response to the RFP will constitute permission for the Sanford Airport Authority to make such inquiries and authorization to third parties to respond thereto.

- J. All proposals received shall become the Sanford Airport Authority's property and will not be returned. The Sanford Airport Authority reserves the right to retain or discard proposals following the conclusion of this RFP process.

Add nothing below this line on this page

EXHIBIT A - PROPOSAL ACKNOWLEDGMENT FORM

The Proposer acknowledges that it has carefully examined the RFP, attachments, and the proposed location site for the proposed Service Station and Convenience Store.

The Proposer warrants that if its Proposal is accepted, Proposer will contract with the Sanford Airport Authority in the form of an agreement and comply with the requirements of the RFP and Agreement documents. Proposer agrees to deliver an executed Agreement to the Sanford Airport Authority.

The undersigned guarantees that Proposer's Proposal meets or exceeds specifications contained in the RFP document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. By submitting this Proposal, Proposer consents to the release or disclosure of Proposal data as set forth in the RFP.

I also affirm that I am duly authorized to submit this Proposal; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Proposer and that the contents of this Proposal as to rent, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of the Proposal.

Name of Proposer:

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person:

Business Address of Proposer:

Business Phone Number: Date:

STATE OF _____) ss.
COUNTY OF _____

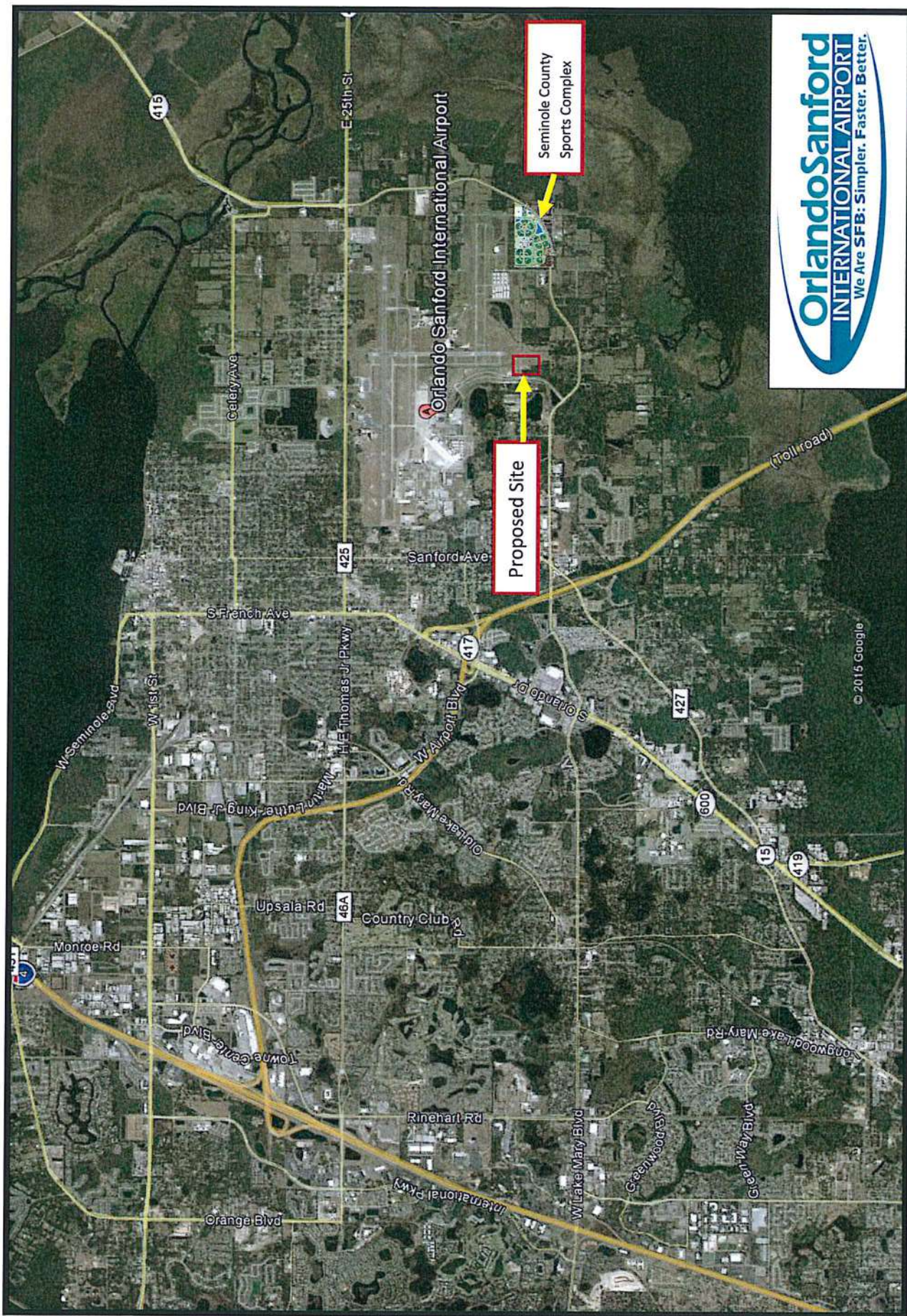
This instrument was acknowledged before me on the _____ day of _____, 2015,
by _____, the _____
(name) (title)
on behalf of _____
(name of corporation or organization)

Notary Public

EXHIBIT B – DEVELOPMENT SITE

The site is restricted to a building height not to exceed fifty (50) feet, subject to Sanford Airport Authority review and approval

[insert aerial depiction of site]



OrlandoSanford
INTERNATIONAL AIRPORT
We Are SFB: Simpler. Faster. Better.

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PARCEL 1:

SEMINOLE COUNTY PROPERTY
APPRAISER PARCEL NUMBERS:

08-20-31-300-0360-0000
08-20-31-300-0350-0000

TOTAL ACREAGE = 10.98 ACRES

TOTAL USABLE
ACREAGE = 4.52 ACRES

LEGEND:

- SURVEYED PROPERTY LINE
- SAFE DEVELOPMENT LINE
- WM 12" POTABLE WATER MAIN (CITY OF SANFORD)
- FM 20" SANITARY FORCE MAIN (CITY OF SANFORD)
- BE BURIED ELECTRIC POWER (FLORIDA POWER & LIGHT - 3Ø)
- FOC FIBER OPTIC CABLE - COMMUNICATION/DATA (SANFORD AIRPORT AUTHORITY)

OVERALL PARCEL 1 PLAN



**COMMERCIAL PROPERTY
ASSISTANCE EXHIBITS**

**EX 1
PARCEL 1**

ORLANDO SANFORD INTERNATIONAL AIRPORT

AUGUST 30, 2013

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LEGEND:

- SURVEYED PROPERTY LINE
- SAFE DEVELOPMENT LINE
- 12" POTABLE WATER MAIN (CITY OF SANFORD)
- 20" SANITARY FORCE MAIN (CITY OF SANFORD)
- BURIED ELECTRIC POWER (FLORIDA POWER & LIGHT - 3Ø)
- FIBER OPTIC CABLE - COMMUNICATION/DATA (SAA)

- PROPOSED FACILITY
- VEHICLE AIR PUMP AND VACUUM
- VEHICLE FUEL DISPENSERS
- DUMPSTER ENCLOSURE
- PROPOSED SIGN
- VEHICLES AND PARKING SPOTS
- VARIOUS LANDSCAPING



CONVENIENCE STORE - OPTION 1



www.avconline.com



COMMERCIAL PROPERTY ASSISTANCE EXHIBITS

EX 1A
PARCEL 1

ORLANDO SANFORD INTERNATIONAL AIRPORT

AUGUST 30, 2013

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LEGEND:

- SURVEYED PROPERTY LINE
- SAFE DEVELOPMENT LINE
- 12" POTABLE WATER MAIN (CITY OF SANFORD)
- 20" SANITARY FORCE MAIN (CITY OF SANFORD)
- BURIED ELECTRIC POWER (FLORIDA POWER & LIGHT - 3Ø)
- FIBER OPTIC CABLE - COMMUNICATION/DATA (SAA)

- PROPOSED FACILITY
- VEHICLE AIR PUMP AND VACUUM
- VEHICLE FUEL DISPENSERS
- DUMPSTER ENCLOSURE
- PROPOSED SIGN
- VEHICLES AND PARKING SPOTS
- VARIOUS LANDSCAPING



CONVENIENCE STORE - OPTION 2



COMMERCIAL PROPERTY ASSISTANCE EXHIBITS

EX 1B
PARCEL 1

ORLANDO SANFORD INTERNATIONAL AIRPORT

AUGUST 30, 2013

EXHIBIT C – PROPOSED RENT SUMMARY FORM

**SANFORD AIRPORT AUTHORITY
ORLANDO SANFORD INTERNATIONAL AIRPORT**

Name of Proposer _____

<u>PROPOSED PERCENTAGE RATE TO SANFORD AIRPORT AUTHORITY</u>
<div></div> <div>%</div>

EXHIBIT D – PRO FORMA OPERATING STATEMENT

	Year 1	Year 2	Year 3
Revenue			
In Store Sales	\$	\$	\$
Fuel Sold (Gallons)	\$	\$	\$
Car Wash (if proposed)	\$	\$	\$
Other (please provide category)	\$	\$	\$
TOTAL REVENUE	\$	\$	\$
Expenses			
Cost of goods sold	\$	\$	\$
Compensation and Benefits	\$	\$	\$
General and Administrative	\$	\$	\$
Other (please provide category)	\$	\$	\$
TOTAL EXPENSE	\$	\$	\$
Operating Profit (Loss)	\$	\$	\$
Other			
Principal and Interest	\$	\$	\$
Depreciation and Amortization	\$	\$	\$
Other (please provide category)	\$	\$	\$
TOTAL OTHER	\$	\$	\$
NET INCOME (LOSS)	\$	\$	\$
ESTIMATED GALLONS OF FUEL SOLD			
Rent Offered			
a. Percentage of gross sales* - in dollars	\$	\$	\$
-in percentage (%)	%	%	%
b. Fuel Flowage Fee** -in dollars	\$	\$	\$
-Per gallon fee	\$	\$	\$
c. Ground Rent –TO BE DETERMINED BY SAA	\$	\$	\$
d. Other (please provide category)	\$	\$	\$
TOTAL RENT OFFERED	\$	\$	\$
• Please make clear the percentage (%) of gross sales offered in addition to the associated dollars			
** Please make clear the per gallon fee offered in addition to the associated dollars			

EXHIBIT E – BUSINESS AND FINANCIAL REFERENCE FORM

Business References (3 required)

1. Name _____
Title _____
Organization _____
Address _____
Phone _____
Length of time known Proposer _____
Describe how reference knows Proposer _____

2. Name _____
Title _____
Organization _____
Address _____
Phone _____
Length of time known Proposer _____
Describe how reference knows Proposer _____

3. Name _____
Title _____
Organization _____
Address _____
Phone _____
Length of time known Proposer _____
Describe how reference knows Proposer _____

Financial Reference (1 required)

1. Name _____
Title _____
Organization _____
Address _____
Phone _____

EXHIBIT F – PROPOSAL CHECKLIST

The proposal checklist is provided as a convenience to Proposers. If any discrepancies exist between this checklist and other parts of the RFP, the RFP shall govern.

1. _____ Executive Summary
2. _____ Minimum Requirements (including Proposal Deposit and Exhibit D)
3. _____ Exhibit A – Properly Executed Proposal Acknowledgement Form
4. _____ Proposal Deposit
5. _____ Service Station and Convenience Store Concept and Plan
6. _____ Management and Operations Plan
7. _____ Operating Experience
8. _____ Financial Projections (including Exhibits C and D)
9. _____ Financial Background Information and Reference Check
10. _____ ACDBE Participation
11. _____ Review Team Field Visits (if needed)
12. _____ Interviews (if needed)
13. _____ Exceptions
14. _____ Pages are numbered consecutively throughout proposal
15. _____ Sections are labeled and tabbed
16. _____ Proposal does not exceed 20 pages, excluding graphics, exhibits and/or other attachments
17. _____ Any trade secret information labeled “not public”