

CITY OF SAN ANGELO REQUEST FOR PROPOSALS

Parks & Recreation The Bosque” Concessionaire

RFP No: PK-02-14

**Submittal Deadline
October 14, 2014/2:00 PM, Local Time**



**City of San Angelo
72 West College Avenue
San Angelo, Texas 76902**

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INTRODUCTION

Scope

“The Bosque” The City of San Angelo is accepting proposals for the operation of a concession building and all designated recreational activities in “The Bosque” area along the North Concho River on City property near downtown. The attachments show “The Bosque” area as developed, proposed additional improvements and concept.

Currently, “The Bosque” is the area along the north bank of the North Concho River between Irving Street and Chadbourne Street Bridge. The Bosque is separated into two sections, North & South, by a cedar rail fence. The South Section was recently renovated as part of the Concho River Bank Stabilization project. The improvements include several washer pits and a bocce ball court, oversize chess board, stone seating and picnic tables and grills that are open to the public. The light towers, Tivoli string lights and tree up-lights add to the ambiance of the area at night. Outdoor chimes and a variety of art from a mosaic truck to painted doors add to the uniqueness of the place. The north section is currently un-developed and is the focus of this Request For Proposals.

The Bosque development has been very successful and we would like to capitalize on that success to create a true "Destination Place" along the river. It is a popular place to hang out and picnic, grill burgers and play games. We would like to recapture the life and activity that was once Neff's Amusement Park that is so fond to many San Angeloans and create something new and fresh.

City's Proposed Development of “The Bosque”: The City of San Angelo is proceeding with the conceptual design and development of the rest of “The Bosque” area to the north of the cedar rail fence, along the bank of the river and under Chadbourne Street Bridge. A development committee of City Staff, Council members, board members and the public worked to create a proposed plan of activities and attractions which was presented to City Council in February 2014. The Council has committed more than \$900,000 to this development as part of the River Renovation funded by Half Cent Sales Tax dollars. The attachment reflect the additional improvements we are designing and may implement. These improvements include the following:

- An 18-hole putt-putt golf course
- A concession building
- An area to set up food trucks/carts (similar to food truck areas found in Austin & Dallas)
- An outdoor area for café style seating
- A docking area for paddle boats
- An innovative playscape for children that would include a spot for a carousel
- A climbing wall with hillside slide
- Outdoor musical instruments under the Chadbourne Street Bridge
- An area for seating and possible sales kiosks on the elevated terrace abutting the building to the north. Spaces could be reserved for parties or events.
- Other amenities may include a windmill and sculptures to enhance the area.

Goals for the development of “The Bosque” are:

- to enhance the “games court area,” reflecting on the past miniature golf course and amusement park/Neff's Park feel and looking to the future – new concession, food trucks, fun activities for the family, etc. and

- making this a "destination" that will bring people out to hang out during the day as well as the evening and
- to provide economic potential for a partnering entrepreneur balanced with open public space and amenities.

Programs and Activities Offered at “The Bosque”: The concessions building at “The Bosque” will serve as a focal point and center of services to facilitate relaxation, recreation and activities in “The Bosque”. The Concessionaire would be responsible for supplying all equipment and supplies to operate and manage the activities unless otherwise noted. Services provided are intended to include the following:

- Check out and maintain putt-putt gear (putters, golf balls, scorecards, pencils, etc.) – (putt-putt course installed by City and includes about 100 putters, 15 dozen balls, etc.)
- Paddle boat rentals at nearby dock (Dock will be installed by the City, paddle boats and life jackets shall be furnished by Concessionaire)
- Possible kayak rentals (see above)
- Check out and maintain washers
- Check out and maintain bocce balls
- Check out and maintain chess pieces (or place them out at the beginning of the day and store them at the end of the day. (City current owns one complete set of chess pieces for use)
- Provide information about “The Bosque”, river trail and parks, downtown and San Angelo (museums, flyers, discount coupons, maps, etc.) (Provided by City & Chamber of commerce)
- Sell souvenirs, trinkets, and sundries (t-shirts, sunscreen, etc.)
- Possibly sell/rent fishing gear (tackle, packaged bait, poles, etc. since this is an official Texas Parks Wildlife Department (TPWD) stocking site) (Annual Fishing Derby in June)
- Serve as anchor for food trucks and carts. Food trucks and carts would coordinate with Concessionaire and provide a fee for access; daily, weekly, monthly as negotiated
- Sell tickets to and maintain proposed carousel (installed by City)
- Maintain “Bosque” grounds, North & South areas (negotiate an agreement with City to share in daily maintenance in some way.)
- Sell drinks (non-alcoholic and alcoholic; this will need to be approved by Council after a review of current concessionaire agreement)
- Sell food (hamburgers, hot dogs, nachos, freeto pies, packaged chips, candies, etc. – no deep fryer, oven or grill; similar to concessions at sports complex)

NOTE - The South Bosque is primarily an open public space along the river, the Concessionaire will be required to coordinate with various events in and around the Bosque. Various Fun Runs and Walks, washer tournaments and River Fest activities get planned throughout the year which will impact the Bosque area. The City must be notified of any proposed events run by the Concessionaire 90 days in advance for coordination.

Criteria to be Evaluated in Proposals: The City seeks a partnering entrepreneur to operate “The Bosque” as a public attraction and recreation area. Proposals will be evaluated on the criteria stated below. See also, “Selection Process.”

- **Vision/Concept of “The Bosque” area for recreation activity (20 pts)** – This criterion will be evaluated on the number and variety of activities planned to be operated by the concessionaire including those proposed to be developed by the City and those proposed to be added by the concessionaire. It also includes programs and activities the concessionaire would offer not listed above under, “Programs and Activities Offered at “The Bosque.” **Please note: the City is open to considering alternate ideas for the proposed development of the north section of “The Bosque”, under Chadbourne Bridge and along the river.**

- **Experience with the operation of similar concessions (20 pts)** – This criterion will be evaluated on the number of years the concessionaire has in similar “for profit” business operations.
- **Annual payment and fee percentage for operation of the concession (15 pts)** – This criterion will be evaluated on:
 - the annual flat fee payment the concessionaire proposes to pay to the City (rental fee) and
 - the additional percentage fee payment the concessionaire proposes to pay to the City (concession fee) based on revenue generated by concessions, food trucks/carts, putt-putt, paddle boats, other sales & rentals, etc.
- **Value of the proposed Capital Improvements by the Concessionaire (15 pts)** – This criterion will be evaluated on the total value of improvements the concessionaire proposes to add to “The Bosque” and its compatibility with the overall development concept. This includes permanent and temporary improvements.
- **Business Plan (15 pts)** - provide a business plan for the operation of the concessions, activities and food vendors Business plan should outline the following:
 - Estimated rates charged for the proposed activities.
 - Outline of vendor agreement with individual food trucks and carts; Daily, weekly, or monthly rental rates; percentage of revenue generated, etc.
 - Provide an operational schedule identifying which activities are seasonal and what can be run year round; include proposed hours of operation during the week and weekends;
 - Proof of financial viability to partner with City and operate the business. Provide a Letter of Credit from a bank
- **Completeness of the proposal (10 pts)** – self explanatory. Having all of the required documents as identified for this proposal and any additional documents that assist in selling your vision for "The Bosque".

Digital Format

If Respondent obtained the RFP documents/specifications in digital format in order to prepare a proposal, the RFP must be submitted in hard copy according to the instructions contained in this RFP package. If, in its RFP response, Respondents makes any changes whatsoever to the published RFP specifications, the documents/specifications as published shall control. Furthermore, if an alteration of any kind to the RFP specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

No Bid Reply Form

*If for any reason, you are not submitting a bid/proposal, please complete the **NO REPLY form** and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our vendor database.*

Disqualification

Disqualification may occur for any of the following reasons:

- The respondent is involved in any litigation against the City of San Angelo.

- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

Confidentiality

All proposals submitted shall remain confidential. However, after award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Document, Plans and Specifications Availability

Conceptual plans and images as well as the PowerPoint presentation made to Council are available and may be examined or obtained without charge in the Purchasing Department, Suite 330, City Hall, 72 West College, San Angelo, Texas. The Request for Proposal is also available at <http://www.cosatx.us>, City Departments, Purchasing, and Bidding Opportunities at no cost.

PRE-PROPOSAL CONFERENCE AND SITE TOUR

A pre-proposal conference will be held in the 2nd Floor Conference Room in City Hall, 72 West College, San Angelo Texas, **10:00 am Local Time, September 24, 2014** followed by a site tour. Only written questions regarding this RFP (via fax or mail) will be accepted prior to and after the pre-proposal conference. Both oral and written questions will be accepted at the pre-proposal conference. Any changes to the RFP resulting from the pre-bid conference will be provided in the form of an Addendum and posted on the City's website. Respondents are responsible for ensuring all addendums have been considered prior to submitting their proposal. No questions will be accepted after March 5, 2014. Written responses will govern. Information regarding this RFP is to be directed to:

Mr. Roger S. Banks, Purchasing Manager
72 West College Suite 330
San Angelo, TX 76903
E-mail: sapurch@cosatx.us
Telephone: 325-657-4220

RESTRICTIONS ON COMMUNICATION

- A. Respondents should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder, if applicable, concerning operations under;

2. Private (non-business) contacts with the City by the Proposer's employees acting in their personal capacity;
3. Casual social contacts that do not include mention of the RFP;
4. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **1:00 p.m., October 1, 2014**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Roger Banks, Purchasing Division Manager
Email: sapurch@cosatx.us

5. Communications as allowed by the specifications outlined in Pre-Proposal Conference and Site Tour (if applicable)
 6. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.
- C. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

Award of Contract

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer

The City will select the most highly qualified respondent(s) of the requested services based on the overall vision and demonstrated competence and qualifications for the services. The City will then attempt to negotiate with respondent(s) a contract(s) at a fair and reasonable price.

Acceptance of Proposal Content

Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

Equal Employment Opportunity

Attention of Respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, or disability.

Proposal Term

Proposal shall be in effect for at least 120 days from the submission date.

Points of Contact

Roger Banks, Division Manager

Purchasing Department
City of San Angelo
72 W. College Ave.
San Angelo Texas, 76903
Email: sapurch@cosatx.us
Telephone: (325) 657-4220

Carl White, Parks & Recreation Director

Parks and Recreation Department
City of San Angelo
72 W. College Ave.
San Angelo, TX 76903

DEADLINE AND DELIVERY LOCATION

Deadline

Sealed submittals must be received and time stamped by **October 14, 2014, 2:00 P.M., Local Time**. The clock located in Purchasing will be the official time.

Faxed or electronically transmitted RFP submittals will not be accepted

It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of method chosen by the respondent for delivery.

Copies

One (1) unbound original, three (3) bound copies, one (1) copy in PDF format on CD or USB drive.

Sealed Envelope/Container Addressing

Lower Left Hand Corner: *“RFP: PK-02-14/”The Bosque” Concessionaire”*

Delivery Addresses

USPS: City of San Angelo
Purchasing Department, RFP: PK-02-14
72 West College Avenue
San Angelo, Texas 76902-1751

Delivery Services (FedEx, UPS, etc):

City of San Angelo
Purchasing Department, RFP: PK-02-14
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Please ensure the delivery envelope/container is marked, “RFP Enclosed”.

SELECTION PROCESS

All submittals shall be evaluated by a selection committee.

- A. The selection committee will consist of representatives from City staff, Board Members and City Council Members.
- B. The selection committee will evaluate all proposals that are submitted. Selection ratings will be based on 100-point scale. Ranking will be as reflected below:
 - Vision/Concept of "The Bosque" for Recreational Activity.....20%
 - Experience with Operation of Concessions20%
 - Annual Payment and Fee Percentage for Concessions.....15%
 - Value of Proposed Capital Improvements by Concessionaire ...20%
 - Business Plan.....15%
 - Completeness of Proposal10%
 - Total 100%**
- C. Respondents are advised that the City reserves the right to evaluate and rank the proposals without input from the respondents. Therefore, proposals should be complete as initially submitted.
- D. The Selection Committee may request a formal presentation by the top proposers to facilitate the evaluation and selection process if deemed necessary.
- E. City staff shall make a recommendation to City Council of the selection of the most qualified respondent to enter into contract negotiations with the City.
- F. The selected respondent shall enter into negotiations with the City for the services to be performed.
- G. If satisfactory negotiations cannot be concluded, the City will formally discontinue negotiations and begin negotiations with the next, highest ranked respondent until an agreement for services and fees are reached. This process may continue until an agreement is reached.
- H. When services and fees are agreed upon, the selected respondent shall be offered a contract subject to City Council approval.
- I. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The City reserves the right to accept or reject all or part of proposals.
- J. See "Submission Documents" below.

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INSURANCE REQUIREMENTS

The following insurance requirements will be required for the duration of the contract. Failure to maintain the requirements will result in the termination of the contract. Proof of insurance will be required prior to the commencement of any work

INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF CONTRACTOR OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF CONTRACTOR AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY CONTRACTOR HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

1.2 RESERVED

1.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF CONTRACTOR IN PERFORMING UNDER THIS CONTRACT.

1.4 RESERVED

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members,

officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

- 2.1.3 Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 2.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 106 S. Chadbourne or P.O. Box 1751, San Angelo, Texas 76902
- 2.1.5 Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Contract. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 2.1.6 Sub-Contractors' Insurance. Contractor shall cause each Sub-Contractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require SubContractors and Sub-subContractors to furnish copies of certificates of insurance to Contractor's Risk Manager evidencing coverage for each Sub-Contractor and Sub-Sub-Contractor.
- 2.2 Types and Amounts of Insurance Required. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below:
- 2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations,

and independent Contractors (to remain in force for two years after final payment). Coverage shall not be less than:

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Products- Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

2.2.2 Business Automobile Liability. This policy shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 500,000.00	Each Accident Limit
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2.2.3 Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease – Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

2.2.4 Liquor Liability. This policy shall be an occurrence-type policy and shall protect the Concessionaire and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Concessionaire's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be no less than:

\$ 1,000,000.00	Combined Single Limit, each occurrence
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2.2.4. Reserved

PROPOSAL INFORMATION/INSTRUCTIONS

Submission Documents

Complete submissions will include the following documents, each on separate pages. Submissions may be provided in binders or wire bound books with dividers for each of the six (6) sections in any format and no maximum number of pages. The following must be submitted:

1. VISION / CONCEPT

- Narrative (no more than 2 pages) summarizing all the key criteria of the proposal and of the Concessionaires vision for "The Bosque" and its development.
- A document listing the programs and activities the Concessionaire proposes to operate.

2. EXPERIENCE

- A document describing the experience the Concessionaire has in similar business operations.

3. PAYMENTS / COMPENSATION

- A document stating the amount the concessionaire would pay to the City as a flat fee and stating the percentage fee payment the concessionaire proposes to pay to the City.
- A document describing the operation and coordination of the food trucks/carts; variety, schedules, fees, etc.

4. CAPITAL IMPROVEMENTS

- A document describing what the concessionaire proposes to develop in the Bosque along with its estimated value. Including permanent & temporary improvements.

5. BUSINESS PLAN

- Outline business plan supporting the development and operation of "the Bosque" including hours of operation and seasonal scheduling
- Proof of financial viability of the Concessionaire to partner with the City and operate the business. Provide a Letter of Credit from a bank for the Concessionaire entity

6. COMPLETENESS

- All other documents required to be submitted for this Request for Proposals.
 - Conflict of Interest Questionnaire
 - Debarment & Suspension Certification
 - Letter of Interest with W-9
 - References
- Provide any visuals that will help to convey your vision for "The Bosque"

ATTACHMENT LISTING

- Attachment A - City's Proposed Development of "The Bosque"
- Attachment B – Schematic
- Attachment C - Images



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
P.O. Box 1751, San Angelo, Texas 76902-1751
Tel: (325) 657-4212 or 4220

SUBMISSION FORMS

NOTICE TO VENDORS

Disclosure of Certain Relationships

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete to comply with this law, are available at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/confliict forms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporations officers is available in the office of the City of San Angelo City Clerk's office located in Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo no later than the seventh (7th) business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in black ink, appearing to read "Roger S. Banks".

Roger S. Banks
Division Manager

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH PROPOSAL

Adopted 06/29/2007

Local Government Officers Of The City Of San Angelo

**As defined by Chapter 176 of the Texas Local Government Code
(Revised 6/6/14)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

- Councilmembers: Mayor Pro-Tempore: Charlotte Farmer, SMD 6
- Rodney Fleming, SMD 1
- Marty Self, SMD 2
- Johnny Silvas, SMD 3
- Don Vardeman, SMD 4
- Elizabeth Grindstaff, SMD5

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

- Scott Tankersley, President
- John Edward Bariou, Jr. - First Vice President
- Tony Villarreal - Second Vice President
- Daniel Anderson - Director
- Richard Crisp - Director
- Tommy Hiebert - Director
- Pedro Ramirez – Director

Executive Director: Roland Pena



Debarment and Suspension Certification

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Company

Signature

Printed Name

Title

Address

City, State Zip

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**Debarment and Suspension Certification
INSTRUCTIONS**

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



Company Name: _____

Letter of Interest

RFP No: PK-02-14/RFP "The Bosque" Concessionaire

The undersigned firm submits the following information in response to Request for Proposal (as amended by Addenda), issued by the City of San Angelo, Texas ("City") for a **"The Bosque" Concessionaire**. This proposal includes:

- Completed RFP Letter Of Interest **(REQUIRED)**
- Completed Conflict Of Interest form (if applicable)
- Completed Debarment and Suspension Certificate **(REQUIRED)**
- One (1) original, three (3) copies, one (1) copy of all submission forms in PDF format on CD or USB drive **(REQUIRED)**

Respondent is responsible for calling the City to determine if any addendums have been issued.

Respondent understands that:

- A. the City is not bound to select any proposals and may reject any RFP submittal
- B. that all costs and expenses incurred in preparing this RFP and participating in this process will be borne solely by the respondent, and
- C. that the RFP submittal materials will become the property of the City and will not be returned.

Respondent agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP and accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

The respondent certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State departments or agencies.

Any offer submitted because of this RFP shall be binding on the Respondent for 90 calendar days following the specified opening date. Any proposal for which the respondent specifies a shorter acceptance period may be rejected.

{Signature Page Follows}

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Letter of Interest (continued)

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Business Name: _____

Mailing Address: _____

City, State Zip _____

TAX ID Number (attach W-9) _____

Telephone: _____

Fax: _____

E-Mail: _____

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Attach IRS form W-9

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Company Name: _____

Contractor References

Respondent shall provide a reference list of locations where similar systems have been provided and/or installed in the past 3 years including a person to contact and phone number. Make as many copies of this form as required.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

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Reference Four

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Six

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



NO REPLY FORM

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future Request packages that will elicit your participation.

===== ### =====

PLEASE PRINT

We wish to Remain On ()/Deleted From () the list of bidders for the City of San Angelo

A. We hereby submit a "No Bid" because:

- () 1. We are not interested in selling through the bid process.
() 2. We are unable to prepare the bid form in time to meet the due date.
() 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS:
() 4. We do not feel we can be competitive.
() 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
() 6. We do not wish to sell to the City of San Angelo. OBJECTIONS:
() 7. We do not sell the items or provide the services requested.
() 8. Other:

Firm _____

Signed _____

Thank you for your assistance!

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