

CITY OF ADA

Request for Proposal

Restaurant Services for

ADA REGIONAL AIRPORT

CONTACT PERSON:

Yancy Wood
Airport Manager

580-436-8190

Yancy.wood@adaok.com

Ada Regional Airport
300 Ray L. Stout Blvd, Ste A
Ada, OK 74820

Release Date: September 26th, 2017

Proposal must be received no later than: November 1st, 10:00 A.M.

Table of Contents

Section I: Introduction

Section II: Purpose of the RFP

Section III: Instructions to Proposers

Section IV: Scope of Services

Section V: Special Instructions

Section VI: Proposer Inquiry Form

Section VII: Proposal Certification/Conflict of Interest
Certification

Attachments

A: Existing Facility Site Plan

B: Existing Facility Site Plan (detail)

C: Non-Collusion Affidavit

SECTION I: INTRODUCTION

The City of Ada Oklahoma is requesting sealed proposals to provide Restaurant Services, and leasing and occupying space to support these services at the Ada Regional Airport.

Proposals are to be addressed and delivered to the **Airport Manager on or before 10:00 A.M. C.D.T. November 1st, 2017** at which time a representative of the City will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made.

The City of Ada

The City of Ada is a progressive, quality-oriented community located in the rolling hills of southern Oklahoma. Incorporated as a city in 1901, it now has a population of approximately 17,000. Ada is a unique place and one of the State's premier cities serving as the Pontotoc County seat and headquarters for the Chickasaw Nation and LegalShield. Ada is large enough to offer many big-city amenities, such as a four-year university and a thriving business climate, yet still small enough to be cozy, providing a safe and fun place to raise a family. Ada is aggressively adding to its' "Quality of Life" through \$91 million dollars of new infrastructure consisting of Water Supply System improvements, Police and Fire buildings, a Sports Park, two Aquatic Parks, a Senior Center, Main Street and miscellaneous Park improvements. Ada is 81 miles from Oklahoma City, 122 miles from Tulsa, and 133 miles from Dallas, Texas. Ada is an Oklahoma Main Street City, Certified City, and a Tree City USA member.

The Ada Regional Airport

Ada Regional is located two miles north of the Ada central business district, east of North Broadway at 300 Ray Stout Boulevard. It is owned and operated by the City of Ada. The Airport provides fueling services, aircraft storage hangars, and tie-downs on the aircraft parking apron. The Airport is one of several regional business airports in the State of Oklahoma and is the only jet-capable airport in Pontotoc County. The Oklahoma Aeronautics Commission has classified Ada Airport as one of forty-nine regional business airports in Oklahoma.

The Airport is the responsibility of the Airport Manager who reports directly to the City Public Works Director. The City established an Airport Commission to advise the City Council on the operation and development of the Airport. Over the past 15 years, the Ada Regional Airport has been improved with both Federal and State grant assistance. Combined, over \$9.8 million in Federal and State grant funds have been used since 2002 to improve the Ada Airport.

Ada Regional Airport is a non-towered airport, handling more than 10,000 operations per year. The current primary runway, Runway 18-36, is 6,203 feet long and 100 feet wide. The Airport is also served by an unlighted crosswind runway, Runway 13-31, which is 2,731 feet long and 50 feet wide. The Airport has 61 based aircraft on location, approximately 65 full time employees and a fair number of transient aircraft using the Airport.

SECTION II - PURPOSE OF THE RFP

1. INTENT

The City of Ada (City) is issuing this Request for Proposal (RFP) to Proposers interested in providing Restaurant Services at the Ada Regional Airport (Airport). This RFP document provides background and general information for Proposers and is to be used as a guideline to develop a proposal.

2. TERM OF AGREEMENT

The City desires to consider a term that is fair and equitable to both parties. The City requests the Proposer provide the desired terms for consideration. The City may or may not consider the request.

3. METHOD OF SELECTION REQUEST FOR PROPOSALS

The City will conduct a prequalification screening of all submitted proposals by a designated selection team. The prequalification screening process will identify those Proposers who, in the City's sole discretion, best meet the City's needs. The City reserves the right to reject any or all submissions, or to cancel the solicitation at any time. Submittal of a proposal does not constitute a contract or imply a contract will be awarded with the City.

4. ORAL INTERVIEWS/PROPOSAL PRESENTATIONS

Based upon its review of the proposal submittals the City may select, in its sole discretion, the Proposer who best meets the City's objectives. Proposers on the short list may be invited to participate in the Interview / Presentation phase of the process. The City may request proposers which are deemed most advantageous to the City provide an oral presentation.

5. NEGOTIATIONS

After the interview or presentations as may be required, the City may offer the Proposer of choice a thirty (30) day exclusive negotiation period. The City reserves the right to conduct discussions with Proposer, and to accept revisions of selected proposal, to negotiate price changes and develop a mutually agreeable Contract to provide Restaurant Services with the City of Ada. During this discussion period, the City will not disclose any information derived from proposals submitted, or from discussions with other Proposers. In the event that there is an impasse in the Negotiations, the City reserves the right to go to the next most advantageous proposal, or to reject any or all proposals at any time, for any reason.

6. SELECTION

A contract is formed only upon the approval and written execution of the contract by the City and Proposer after the negotiation process is complete. The negotiation of a Lease and Operations Agreement shall be with the responsible Proposer whose proposal is determined to be the most advantageous to the City. Price, although a consideration, will not be the sole determining factor.

SECTION III - INSTRUCTIONS TO PROPOSERS

1. You must send your proposal to the Airport Manager, Yancy.wood@adaok.com, 300 Ray Stout Blvd, Ste A Ada, OK 74820 on or before the time and date set for closing. Proposals shall be in a sealed envelope marked:

- a. Name of Proposer:
- b. Title of Proposal: **Restaurant Services for Ada Regional Airport**
- c. Date and Time Proposal is due: **10:00 A.M. C.D.T. September 15th, 2017**

The City of Ada is not responsible for the pre-opening, post opening, or failure to open any Proposal not clearly identified. No telephone or facsimile proposals will be considered.

2. Definitions:

- a. May: Indicates something that is not mandatory but permissible/desirable.
- b. Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as nonresponsive.
- c. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.

3. Proposals shall be submitted as a document set, containing **one electronic set and five (5) additional hard copies**.

4. Proposers may withdraw a proposal at any time prior to the time and date set for closing. Should a Proposer withdraw a Proposal after closing and before award, the proposal shall not be considered and the City will evaluate remaining proposals as required.

5. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". The City Manager is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

6. Your proposal should be submitted in the format shown in **Section V**. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed as indicated may be rejected.

7. The City reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline or to waive irregularities in any proposal when it determines that it is in its best interest to do so. The City also reserves the right to hold all proposals for a period of 60 days after the opening date or a period in excess of 60 days upon mutual written consent of any or all involved parties.

8. The successful Proposer is expected to enter into an agreement for Restaurant Services at the Airport upon development of a mutually beneficial standard agreement/contract. Upon selection and notification of the chosen Proposal/Proposer, the City shall provide a draft Contract/Agreement and will determine a date at a mutually agreeable time and location for said Proposer and City to Negotiate Terms and Conditions. Should the selected Proposer and the City be unable to negotiate a contract the Proposer shall be allowed to withdraw with no further action required by either party and no obligation required of the City to the Proposer. The City may begin negotiations with another Proposer and begin the negotiations as outlined herein.

9. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of services.

10. All responses and accompanying documentation will become the property of the City at the time the proposals are opened. Proposals will not be returned.

11. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the City of errors or omissions relating to this Request for Proposal must be directed, in writing or by email, to:

Yancy Wood, Airport Manager
300 Ray Stout Blvd, Ste A
Ada, OK 74820

Yancy.wood@adaok.com

12. Inquiries must be submitted on a copy of the Proposer Inquiry Form included in **Section VI** of this Request for Proposal. All formal inquiries must be submitted at least seven (7) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Note that the City will answer informal questions orally. The City makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the City. If you have formal questions about any part of this Request for Proposal, which could result in a material issue or a formal amendment to this Request for Proposal, submit your questions on a Proposer Inquiry Form from **Section VI** of this Request for Proposal.

13. All Proposers interested in this Project (including the Proposer's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. All contact during this selection process must be addressed to the Airport Manager and shall be for clarification of item(s) as presented herein.

14. The City shall not reimburse any Proposer the cost of responding to a Request for Proposal.

15. Each Proposer shall sign and notarize the Non-Collusion Affidavit as provided in Attachment C.

SECTION IV - SCOPE OF SERVICES

1. SERVICES:

It is the City of Ada's desire to negotiate a contract with the Proposer who can provide the "best" Restaurant Service to the community. The City would prefer the proposer to offer breakfast, lunch and dinner service for the space utilized. The Proposer shall provide the hours of operation for the services proposed, as well as the type of food that will be on the menu.

2. LEASEHOLD FACILITIES

Kitchen and associated space:

The City may offer office space as generally summarized below for lease within the new Terminal Building:

1. Terminal Building Kitchen with Service Counter (approx. 530 square feet)
 2. Terminal Building lobby seating area (approx. 760 square feet)
 3. Terminal Building outside seating area (approx. 680 square feet)
- Total Square Footage 1,970 square feet

The City will allow the successful Restaurant the flexibility to layout the kitchen and seating to meet its operational requirements. Items that will be finished by the City include the ceiling/lighting, and some perimeter outlet/data/phone connections. The Restaurant would be responsible for any additional sub-partitioning of the interior space as may be required and as approved by the City of Ada. Lessee will be responsible for providing interior maintenance and all utilities. City will provide all exterior and structural maintenance. Other items not mentioned in this paragraph will be negotiated with the successful Restaurant.

The City may consider waiving leasing rates for a portion or all of the facilities outlined above should it be determined to be in the best interest of all involved parties. Any such considerations will be discussed during the contract negotiation period.

Rates are subject to specific contract negotiations with the selected Restaurant and may be changed by the City with appropriate notice (30 days).

Additionally, the City has limited funds available to assist in the start-up of the Restaurant. The Proposer should include how these funds might best be used, whether for outfitting the kitchen, debt service, or lease payments, etc.

3. RENT ESCALATION:

All rent will be subject to an annual rent escalation, tied to the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor, or another mutually acceptable index.

4. LEASEHOLD ADJUSTMENT:

The City reserves the right to adjust the area leased by the tenants. In such instances, if rent is based on the area being leased, the rent will be adjusted in direct proportion to the area adjustment. The City shall provide the Restaurant with 30 days advance notice of its intent to adjust the area leased by the Restaurant.

5. CITY OF ADA RESPONSIBILITIES:

The City shall maintain all public and common areas on the Airport; public space within the terminal building; parking lots and perimeter roads.

SECTION V - SPECIAL INSTRUCTIONS

A. FORM OF PROPOSAL

To facilitate direct comparisons, proposal shall be submitted in the following format, listed in order, and **index tabbed** to match. Proposal shall include, at a minimum, information requested below. If Proposer fails to provide any of the requested information, with the exception of the mandatory proposal certification, the City may, at its sole option, ask the Proposer to provide the missing information, evaluate the proposal without the missing information, or reject the proposal.

B. SUBMITTAL AND REVIEW

1. Proposals shall be on 8 ½" x 11" papers with the text on one side only, and limited to forty (40) pages (excluding resumes, and mandatory certification forms, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Text shall be a minimum of eleven-point font. The following shall be submittals as part of each Proposer's response. Proposers who fail to provide ALL the items listed below may be considered nonresponsive:

2. **One electronic and five (5) hard copies** of the submitted Proposal. Please note that these materials will not be returned.

3. The Oklahoma Public Records Law limits the City's ability to withhold proposal data. If a submittal contains any trade secrets that a submitter does not want disclosed to the public or used by the City for any purpose other than evaluation of the submitter's eligibility, each sheet of such information must be marked with the designation "Confidential" The City agrees that if a "Public Records" request is made for disclosure of data so classified, it will notify the submitter of such data so that the submitter will have an opportunity to legally challenge the City's obligation to disclose such information.

C. REQUEST FOR PROPOSAL CONTENTS

The Proposal shall contain, at a minimum, the following information in the following order:

1. Table of Contents

2. **A letter of transmittal** with an original ink signature by a person authorized to represent this offer shall be submitted with Contractor's original proposal, with one (1) reprographic copy in each subsequent copy of the proposal.

i. Briefly describe your firm's organizational structure.

ii. Provide the name(s) of the person(s) authorized to make representations for or on behalf of your firm, their title(s), address(es), telephone/fax number(s), and email address(es). A corporate officer or other individual with the authority to bind the firm must sign the letter.

3. Provide a **narrative** outlining the Offeror's overall understanding of the RFP requirements, and the needs of the airport, City, and visitors.

4. Mandatory proposal **certification** as per **Section VIII**.

5. Demonstrated knowledge of Restaurant services and previous experience:

a. Provide a summary of the Proposer's experience in the representation of a Regional Airport or other organization of a similar size to the City, and any other pertinent evidence supporting the Proposer's ability to perform the requested services.

b. Resumes shall be provided for Principal Corporate Officer(s) and other firm members expected to be involved in the project. Resumes shall be attached as a separate appendix.

c. Five-year Business Plan that describes how the Restaurant will grow over time.

6. Operations Plan.

Attach a complete and detailed narrative description of the Respondent's scope of operations, setting forth each business activity proposed in accordance with Section IV of this RFP, and the means and methods to be employed to operate the Restaurant in order to provide high quality service to general aviation patrons and the general public. Plan shall demonstrate firm's ability to provide the required Restaurant services.

7. Customer Service Plan.

Attach a complete and detailed narrative description of the Proposer's customer service plan that includes the ability to meet the needs/requests of customers as it pertains to the services proposed.

8. Management Structure (Organization Chart).

Attach a complete description of the Proposer's management hierarchy and operating personnel schedule of each. Proposed job titles and descriptions should be included as applicable.

9. Marketing Program.

Attach a complete description of the marketing program Proposer plans to use in attracting restaurant customers to the Airport.

10. Equipment.

Attach a complete description of the equipment Proposer plans to use and the investment therefore.

11. Financial Fitness:

a. The Proposer may be required to provide sufficient proof supporting the firm's financial ability to fulfill the obligations contained in the agreement and construction of the hangar (if applicable).

b. Financial Statements (if provided) shall be submitted in a separate, sealed envelope enclosed with the Proposal

12. Physical Requirements:

This section should describe other physical needs above and beyond the leasehold space described in **Section IV**. Examples of other needs may include vehicular parking space requirements; refuse disposal needs, exterior signage requirements or any other extraordinary need that cannot be met within the described leasehold.

13. References:

a. List the most relevant clients you or your firm consider to be the most similar to the services requested in this solicitation. Include the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with your firm.

b. Include a description of services provided to each of your references.

14. Acceptance of Scope of Services:

In this section, list any exceptions taken to the Scope of Services or other requirements listed in this RFP. You must reference the RFP or agreement section where exception is taken, a description of the exception, and the proposed alternative, if any.

SECTION VI: PROPOSER INQUIRY FORM

(Pre-Proposal Questions, General Clarifications, etc.)

PROJECT NAME: Restaurant Services for Ada Regional Airport

INQUIRY DEADLINE: October 16th, 2017 @ 4:00 P.M C.D.T.

QUESTIONS ON: ORIGINAL PROPOSAL or ADDENDUM NO.
PAGE/SECTION NUMBER:

NAME: _____

FAX NO. _____

PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

**SECTION VII: PROPOSAL CERTIFICATION/CONFLICT OF INTEREST
CERTIFICATION**

Ada Regional Airport
300 Ray Stout Blvd, Ste A
Ada, OK 74820

The undersigned certifies that to the best of his/her knowledge: **(check only one)**:

- There is no officer or employee of the City of Ada who has, or whose relative has, a substantial interest in any contract resulting from this request.
- The names of any and all public officers or employees of the City of Ada who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

Proposer represents that he / she operates as (check appropriate box):

- an individual;
- an individual doing business as a partnership consisting of (include full names of all partners); or
- a corporation incorporated in the State of other (detail)

(signature required)

(date)

(print name)

(print title)

(Federal Taxpayer ID Number)

Firm Name:

Address:

City:

State:

Zip Code:

ATTACHMENT A
EXISTING FACILITY SITE PLAN

ATTACHMENT B

**EXISTING FACILITY SITE PLAN
(detail)**

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF PONTOTOC)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Proposer to submit the attached Proposal. Affiant further states that the Proposer has not been a party to any collusion among proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or in any discussions between Proposers and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

NOTE: This form is to be submitted with the Proposal.



