

REQUEST FOR PROPOSAL FOR

Retail/Commercial Facilities Development & Management Okmulgee Area Development Corporation (OADC) Okmulgee, Oklahoma

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

30 acres retail/commercial development opportunity available

This is a newly renovated certified Brownfield site located in Okmulgee, Oklahoma adjacent to the key four lane highway artery from Tulsa to Dallas, Highway 75. A traffic study complete in 2010 concluded 29,000 vehicles per day pass through this intersection. The site qualifies for the federal New Market Tax Credit program, a 39% of capital investment tax credit spread over a seven year period, a very attractive supplement enhancing the sites value and ROI. Supporting documentation included with this proposal outlines current relevant statistical information.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified prospective developers interested in site development and facilities management of new retail/commercial development.

1.1.2 Goals and Objectives

OADC desires to receive commercial development proposals for a 30 acre tract of land located on Highway 75 and Tank Farm Road. Detail demographic information and site attributes are included in this packet. We envision retail, commercial, operations located in multi-tenant facility/ies. Ultimately realizing retail, restaurant, clinics, service providers, located in an attractive conducive atmosphere attractive to potential customers rewarding investment with a long term stable revenue stream.

1.3 Schedule of Events

Purchasing Officer Note: This section shall not be deleted. Provide dates and times for each event. Other time frames are a guideline and may be altered. Make certain each event is scheduled to allow enough time for receipt and responses. Indicate physical address of pre-proposal conference.

Date

1. RFP mailed to prospective proposers January 23, 2012

2. Pre-Proposal Conference (if required):* February 15, 2012

3. Deadline to receive written inquiries February 29, 2012

4. Deadline to answer written inquiries March 15, 2012

5. Proposal Opening Date April 5, 2012

6. Oral discussions with proposers, if applicable

7. Notice of Intent to Award to be mailed April 18, 2012

8. Contract Initiation May 2, 2012

1.4 Proposal Submittal

This RFP is available in electronic form at OADC's website <http://www.okmulgeedevelopment.com>. A copy is available in PDF format or in printed form by contacting John Robertson, Executive Director, P.O. Box 250, 111 East 4th, Okmulgee, Oklahoma 74447. Office 918.758.1131, Cell 918.399.1976. Email: jrobertson@okmcity.net.

All proposals shall be received in the Office of John Robertson, Executive Director, P.O. Box 250, 111 East 4th, Okmulgee, Oklahoma 74447 by December 27, 5:00 PM

Important - Clearly mark outside of envelope, box or package with the following information and format:

- X **Proposal Name:** Retail/Commercial Facilities Development & Management
- X **Proposal Opening Date:** December 28, 2011

Proposals may be mailed through the U. S. Postal Service to our box at:

John Robertson, Executive Director,
P.O. Box 250, 111 East 4th
Okmulgee, Oklahoma 74447

Proposals may be delivered by hand or courier service to our physical location at:

Office of John Robertson, Executive Director
Okmulgee Area Development Corporation
Okmulgee City Hall
111 East 4th
Okmulgee, Oklahoma 74447

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the OADC.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of this proposal.

1. The signer of the proposal is either a corporate officer or verifiable designee of corporate officer.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- E. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Three additional copies of the proposal should be provided. Electronic submission **IS** acceptable; required documentation must include a commitment page signed by an officer or representative of proposer mailed or faxed to OADC.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Proposer Inquiry Periods

OADC reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date (November 23, 2011). Only those inquiries received by the established deadline shall be considered by OADC. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of John Robertson, Executive Director
Okmulgee Area Development Corporation
Okmulgee City Hall
111 East 4th
Okmulgee, Oklahoma 74447
jroberston@okmcity.net
Fax number 918.758.1176

An addendum will be issued and posted at <http://www.okmulgeedevelopment.com>.

1.8 Errors and Omissions in Proposal

OADC will not be liable for any errors or omissions in the proposal.

1.11 Changes, Addenda, Withdrawals

OADC reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. OADC also reserves the right to cancel or reissue the RFP.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Office of OADC.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by OADC pursuant to the RFP.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the OADC to award a contract. OADC reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the OADC to do so.

1.16 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the OADC. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the OADC and not returned to proposers. Any copyrighted materials in the response are not transferred to the OADC.

1.17 Cost of Offer Preparation

OADC is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by OADC.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes - Any taxes shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the OADC reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. OADC shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. Subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance and all actions of subcontractors.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however OADC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance OADC's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by OADC.

The committee may reject any or all proposals if none is considered in the best interest of OADC.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to OADC's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and OADC may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OADC Board must approve the final contract form to complete the process.

1.27 Contract Award and Execution

OADC reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda and the proposal of the selected Contractor will become part of any contract initiated by OADC.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award, OADC will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of OADC, OADC may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

OADC will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.31 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless OADC from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of OADC.

1.32 Payment for Services

1.33 Termination

1.33.1 Termination of the Contract for Cause

OADC may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that OADC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then OADC may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

1.33.2 Termination of the Contract for Convenience

OADC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

1.34 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of OADC.

1.35 Audit of Records - if audit is deemed necessary by OADC or any regulatory agency cost shall be borne by Contractor

1.39 Civil Rights Compliance

Note: This section shall not be altered or deleted.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of OADC and shall, upon request, be returned by Contractor to OADC, at Contractor's expense, at termination or expiration of the contract.

1.42 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OADC.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.48 Civil Rights

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era

Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

1.50 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

1.51 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.52 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Developer will be responsible for the design, permitting, construction, leasing and maintenance of a new retail/commercial development outlined in the proposal submitted to OADC.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about May 2nd, 2012 and expected to be completed, ready for occupancy, by October 1st, 2014.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.5 Location Highway 75 & Tank Farm Road

2.6 Proposal Elements –

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP.

PART III: EVALUATION

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to OADC, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Financial Proposal (Value of 50% of the total evaluation points)

3.2 Technical Proposal (Value of 50%* of the total evaluation points)

Note: Evaluation criteria should have relevancy to the information requested in Section 2.6.2 Proposal Elements. Some examples of criteria to be evaluated are:

- **Company Background and Experience**
- **Service and Support Requirements**
- **Approach and Methodology**
- **Implementation/Orientation Plan**
- **Risk Factor**
- **References**
- **Past performance**