

## **Solicitation RFP M4-NWOPR**

# **MAPS 4 SENIOR WELLNESS CENTER OPERATING PARTNER**

**Bid Designation: Public**



**City of Oklahoma City and its Trusts**

## **Bid RFP M4-NWOPR MAPS 4 SENIOR WELLNESS CENTER OPERATING PARTNER**

Bid Number	<b>RFP M4-NWOPR</b>
Bid Title	<b>MAPS 4 SENIOR WELLNESS CENTER OPERATING PARTNER</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>May 29, 2024 4:00:00 PM CDT</b>
Question & Answer End Date	<b>May 22, 2024 12:00:00 PM CDT</b>
Bid Contact	<b>Kerri Medley 405-297-3997 kerri.medley@okc.gov</b>
Bid Contact	<b>Todd Woodward 405-297-1531 todd.woodward@okc.gov</b>
Bid Contact	<b>City Clerk 405-297-2391 cityclerk@okc.gov</b>
Contract Duration	<b>One Time Purchase</b>
Contract Renewal	<b>Not Applicable</b>
Prices Good for	<b>Not Applicable</b>
Pre-Bid Conference	<b>May 8, 2024 10:30:00 AM CDT Attendance is optional Location: EMBARK Large Conference Room 431 W. Main Street, Suite B Oklahoma City, Ok 73102</b>
Standard Disclaimer	<b>This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.</b>
Bid Comments	<b>RFP M4-NWOPR MAPS 4 SENIOR WELLNESS CENTER OPERATING PARTNER</b>

### **Item Response Form**

Item	<b>RFP M4-NWOPR-01-01 - REQUEST FOR PROPOSAL</b>
Quantity	<b>1 each</b>
Prices are not requested for this item.	

Delivery Location

**City of Oklahoma City and its Trusts**

No Location Specified

**Qty 1**

**Description**

Upload your response to request for proposal as outlined in the RFP and any related documents to this line item. Please do no use ZIP FILES.

## GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDS SYNC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 8. TERMINATION:**
  - (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

**9. COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

**10. SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

**11. RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

**12. SAMPLE FORMS:** Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

**13. PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

**14. CURRENCY:** The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

### **Oklahoma Open Records Act and Confidential Information**

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 et seq.

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

**NON-DISCRIMINATION STATEMENT**

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO  
AGREEMENT/CONTRACT AWARD**

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

### NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←**

Type Name of Authorized Agent/Representative \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number and Fax Number, if any \_\_\_\_\_

**TO BE COMPLETED BY THE NOTARY:**

State of \* \_\_\_\_\_ )  
County of \* \_\_\_\_\_ ) SS.  
[\*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: \_\_\_\_\_  
[Oklahoma]

Type Name of Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public \_\_\_\_\_  
[49 Okla. Stat. 2011 §119]

September 2020



This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

Updated 2019



**The City of  
OKLAHOMA CITY**

(Internal use only)  
PeopleSoft Vendor ID: \_\_\_\_\_ Entered by: \_\_\_\_\_  
Helpdesk Ticket #: \_\_\_\_\_ Date: \_\_\_\_\_

**VENDOR REGISTRATION FORM**

*Please print legibly or type this information. Form must be completed and signed by authorized individual.*

*If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).*

☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.

☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.

Please provide the City Department or Employee you are working with:

\_\_\_\_\_ City Department

\_\_\_\_\_ City Employee

☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

**Select all types of applicable update(s):**

☐ Address

☐ Name

☐ Tax ID

☐ Contact Information

☐ ACH/EFT

☐ Other: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**SDBE Program: Please select all applicable vendor characteristics:**

☐ Disadvantaged Business Enterprise  
☐ Small Business - as defined by the U.S. Small Business Administration  
☐ Women-Owned Business - % women owned / controlled \_\_\_\_\_ %  
☐ Minority-Owned Business - % Minority owned / controlled \_\_\_\_\_ %  
Ethnicity(ies): \_\_\_\_\_

☐ DUNS Number - \_\_\_\_\_

If you checked any of the above boxes, please provide a brief description of your business: \_\_\_\_\_

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

Do you wish to receive payments by electronic funds transfer? ☐

Check here if same as PO address ☐

**PURCHASE ORDER ADDRESS**

BUSINESS NAME \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**PAYMENT REMITTANCE ADDRESS**

BUSINESS NAME \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See [11 O.S. § 8-11](#).

**Return to Procurement Services:**  
[vendorregistration@okc.gov](mailto:vendorregistration@okc.gov)  
100 N. Walker, Suite #200  
Oklahoma City, OK 73102  
(405) 297-2741 Fax (405) 297-2142

Signature of Person Authorized to Sign \_\_\_\_\_

Date Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

# THE CITY OF OKLAHOMA CITY

## REQUEST FOR PROPOSALS

April 2024



FOR

### PROJECT M4-NWOPR MAPS 4 SENIOR WELLNESS CENTER OPERATING PARTNER

Prepared By:



ADG BLATT  
MAPS 4 PROGRAM CONSULTANT

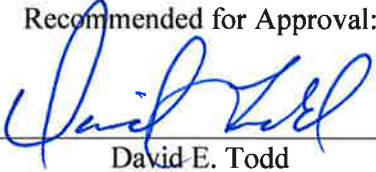
**THE CITY OF OKLAHOMA CITY**

**APPROVAL SHEET**

**PROJECT M4-NWOPR  
MAPS 4 SENIOR WELLNESS CENTER  
OPERATING PARTNER**

Prepared by:  
**ADG BLATT**  
MAPS 4 Program Consultant  
920 W Main St  
Oklahoma City, OK 73106

Recommended for Approval:

  
\_\_\_\_\_  
David E. Todd  
MAPS Program Manager

**APPROVED** by the City Council and **SIGNED** by the Mayor and City Clerk of the City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**THE CITY OF OKLAHOMA CITY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

**REVIEWED** for form and legality.

  
\_\_\_\_\_  
Assistant Municipal Counselor

**TABLE OF CONTENTS**

<u>DOCUMENT</u>	<u>PAGE</u>
Table of Contents .....	1
Notice to Proposers .....	2
General Requirements .....	3
Submittal Requirements .....	5
Proposal Evaluation Criteria .....	8
Additional Requirements.....	9
Proposal Review .....	14
Certificate of Non-Discrimination.....	15
Notice of Equal Employment Opportunity .....	16
Business Relationship Affidavit.....	17
Non-Collusion Affidavit.....	18
Certificate of Insurance .....	19

(Published in the Journal Record April 10, 2024)

## NOTICE TO PROPOSERS

Notice is hereby given that The City of Oklahoma City ("Contracting Entity") will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102 until 4:00:00 PM on 29<sup>th</sup> day of May, 2024** for the following:

### **REQUEST FOR PROPOSALS (RFP M4-NWOPR) MAPS 4 SENIOR WELLNESS CENTER OPERATING PARTNER**

**Pre-Proposal Conference:** A Pre-Proposal Conference will be held on May 8<sup>th</sup>, 2024 at 10:30:00 a.m. in the EMBARK Large Conference Room, 431 W. Main Street, Suite B, Oklahoma City, OK 73102.

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the Proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer's reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.

**THE CITY OF OKLAHOMA CITY  
GENERAL REQUIREMENTS  
PROJECT M4-NWOPR  
MAPS 4 SENIOR WELLNESS CENTER  
OPERATING PARTNER**

**BACKGROUND**

MAPS 4 is a program intended to improve the quality of life in Oklahoma City. It is funded by an eight-year one-cent sales tax initiative which began in April 2020. The location of MAPS 4 projects spans the entire city at an estimated cost of \$1.078B. The City of Oklahoma City is currently constructing the fourth of four Senior Health and Wellness Centers funded through its previous MAPS 3 sales tax program. The MAPS 4 program includes \$16.7M for a fifth center to connect seniors to health, wellness, recreational, and social opportunities. The program anticipates the addition of an operating partner prior to the commencement of design activities to allow ample time for coordination and input.

Senior Health and Wellness Center No. 5 is expected to be sited to serve a distinctly different geographic population of Oklahoma City than the previous four centers. Those other centers are located at:

- 11501 N. Rockwell Avenue
- 4021 S. Walker Avenue
- 3748 N. Lincoln Boulevard
- 13660 S. Western Avenue

**GENERAL SCOPE AND REQUIREMENTS**

The City of Oklahoma City (“City”) is soliciting applications from qualified organizations to operate the City-owned MAPS 4 Senior Health and Wellness Center No. 5, which is scheduled to begin construction in early 2026. The Operating Partner will be solely responsible for the operation and maintenance of the MAPS 4 Senior Health and Wellness Center No. 5, including all costs and expenses associated with such operation and maintenance, and shall be entitled to all revenues from the operation of the center.

The City will also be engaging the services of qualified architectural/engineering firm(s) or team(s) who will work with the City and the selected Operating Partner to complete all required design activities associated with the project. The selected Operating Partner will assist the City in planning and programming during design activities.

The successful respondent will have relevant experience, will be able to provide programs and activities that respond to the cultural and economic diversity of the area, and will have the fiscal and service capacity to operate and manage the center. Respondents should be able to demonstrate their wellness center operation and service delivery experience and be able to work cooperatively with the City and the community to implement a successful operation. In the absence of direct experience, respondents should describe the capabilities which qualify them for consideration.

As part of the selection process, respondents will be required, at a minimum, to submit a Statement of Qualifications as described on the following pages. The City will select the most qualified Operating Partner and commence drafting an Operator Agreement from these submittals and such other actions as they deem appropriate to the selection process. It is anticipated that the Operating Partner will enter into a multi-year contract with the City and/or one of its Trusts, with annual renewals at the City’s discretion. The Operating Agreement may be preceded by a Binding Terms Agreement or Memorandum of Understanding.

The Operating Partner will be operating a City-owned Senior Health and Wellness Center. The facility is expected to offer a range of programs and services comparable to those offered at the other 4 centers constructed funded by the MAPS 3 sales tax. These spaces have generally been defined as:

- Fitness
- Aquatics
- Social
- Educational
- Nutritional
- Retail
- Health

Per the City Council Resolution of Intent, commencement of construction is conditional on identification of an operator prior to December 31, 2026 who can offer a self-sustaining operational model similar to the MAPS 3 senior wellness centers.

## **LAND AND BUILDING OWNERSHIP**

The proposed project can be built either on land currently owned by the City, or on land which is currently privately owned but for which ownership interest will meet the City's requirements (described below). If the proposer does not have a site in mind, the City will work with the proposer to help identify a suitable site. The City is willing to consider the purchase or donation of real property upon which to build this project.

If a proposer wishes to propose that the project be constructed on property not owned in fee simple by the City or a City-beneficiary public trust, the proposer is requested to describe what interest in real property the proposer would grant to the City or City-beneficiary public trust by sale or donation for the purpose of constructing or locating the project. If a proposed site is not currently owned by the City, the City has certain requirements regarding the ownership of land and buildings. Ownership may, at the City's discretion, take any of the following forms:

1. Fee Simple Absolute – Ownership is with the City either through sale or donation without any conditions.
2. Fee Simple Defeasible – Ownership may terminate upon the occurrence or non-occurrence of a certain future event. For example, Landowner X donates a parcel of land to the City for so long as the property is used for this specific purpose and upon termination Landowner X makes payment of the amortized value of the depreciated improvement (most likely building structures), if necessary.
3. Fee Simple Determinable - Ownership of land is granted under the condition that when a specific event happens, the current owner's ownership of the land terminates and automatically reverts to the previous owner without requiring notice to the previous owner. For example, Landowner Y donates a parcel of land to the City for the life of the project, which is determined to be X number of years, at which time the land ownership reverts to Landowner Y.

**THE CITY OF OKLAHOMA CITY  
SUBMITTAL REQUIREMENTS  
PROJECT M4-NWOPR  
MAPS 4 SENIOR WELLNESS CENTER  
OPERATING PARTNER**

All proposals shall address the following items in the order and with the lettering/numbering listed below. Additional information may be included as Appendices. Respondents shall submit a proposal via Periscope S2G (BidSync). Proposals shall be valid for a minimum of one year from the date of submittal.

***A. Cover Letter***

Provide a cover letter including the name, title, address, and telephone number of the lead contact on this proposal and the signature of the person or persons authorized to represent the proposer.

***B. Table of Contents***

Provide a table of contents.

***C. Qualifications and Background***

1. State your headquarters address and type of governmental agency. If the proposal is from more than one entity, provide the type of legal structure being proposed.
2. Provide the name and resume of managing professional(s) or any other key individual(s), affiliate(s), or subcontractor(s).
3. Describe your organization's history / background, mission, and the services you provide. Provide information on the location of other facilities or businesses, and a description of the services provided. Highlight any operations that are similar in size and nature to the programs covered through this RFP.
4. Provide a current organizational chart for your organization.
5. Describe your experience in wellness center operation and service delivery, or in the absence of direct experience, describe the capabilities which qualify your organization for consideration.
6. Describe your experience, affiliation, and memberships with any Senior Health and Wellness Centers or related organizations.
7. Provide information regarding all contracts or agreements that have been cancelled, terminated, or not renewed within the last five years including entity name, contact person name, title, address, and telephone number.
8. Provide three relevant references, including participant name, address, and telephone number.
9. Describe your understanding of Oklahoma City and its Senior Health and Wellness Center needs.
10. Specify if your interest is contingent on the center being located on a specific site or in a particular area of the city.

***D. Financial Capacity***

Submit complete, audited financial statements for the two most recently complete fiscal years, preferably prepared by a Certified Public Accountant. Include a balance sheet, income statement, and complete notes to the financial statements. In the event that your most recently completed fiscal year is complete but has not been audited, please provide unaudited financial statements as appropriate. If yours is a non-profit organization, please provide a complete form 990 for the two previous years.

***E. Programs, Services, and Schedule***



1. Describe your proposed timeline for commencing operations once the building is completed.
2. Explain your approach to Senior Health and Wellness Centers and your program philosophy and goals. Describe your proposed service offerings at the Senior Health and Wellness Center.
3. Describe how you would involve the community in determining the programming for the Senior Health and Wellness Center.
4. Describe your target population, and how the center might be used by those other than your target population.
5. Describe how you would collaborate with other community agencies and/or service providers to best serve the target population.
6. Define the role that your organization believes cultural competency plays in interacting with the various user groups the Senior Health and Wellness Center will need to serve. Describe how your operations and programs will work to achieve this.
7. Provide sample daily programs and schedules for the center(s) during different seasons.
8. State your proposed hours of operation.
9. Describe your approach to providing programs for participants with special needs and/or requiring ADA accommodation.
10. Explain your operating policies and procedures for the Senior Health and Wellness Center.
11. Describe safety programs & training documentation and your plan for their implementation.
12. Describe your approach to handling community access and outside organization rental requests.
13. Describe your approach for handling scheduling conflicts or multiple requests.

#### ***F. Staffing and Management***

1. Provide your proposed organizational structure for staff who will be operating the center.
2. List the titles, responsibilities, qualifications, and certifications for all staff positions.
3. Provide your proposed staffing ratios for various programs.
4. Explain your approach to employee recruitment, screening, performance evaluation and retention.
5. Describe your staff training program.
6. Provide a sample staff handbook(s) if available.
7. Provide the names, titles, experience, and qualifications of the staff that will be involved in center oversight at the operating partner/company/executive level.
8. Describe your systems of facility oversight and program management.
9. Identify any partners and/or subcontractors that would be needed to perform the required services in the proposal and describe their role. Include copies of their Letter of Intent to provide such services.

#### ***G. Business Plan***

1. Provide a proposed business plan which includes an annual budget for the first five years of operation. Annual revenue and expense projections for each year should be clearly identified.
2. List estimated proposed fee schedule for all programs including a “sliding” fee scale which would accommodate persons of all income levels. Per the City Council Resolution of Intent, the City will establish an operating fund to provide financial assistance for low-income seniors. How would this fund impact your approach to the fee schedule?
3. State your approach to fee increases.
4. Describe your ability to compare and maintain comparable fees of similar programs currently available throughout the city.
5. Describe your plans for generating additional revenue to operate the facility other than membership fees.

6. If the Proposer has a specific property for the location of the Center No. 5, please describe the interest in real property and would the Proposer grant to the City or a City beneficiary public trust by sale or donation for construction or location of the Senior Wellness Center.

#### ***H. Public Communication, Marketing, and Registration***

1. Describe how you would maintain communication between participants and your organization.
2. Describe marketing and other techniques to obtain and maintain registration.
3. Describe policies and procedures for registration, refunds, and customer complaints.
4. Explain your methods for assessing and maintaining customer satisfaction.
5. Give a brief overview of your crisis media management plan.

#### ***I. Quality Assurance, Risk Management, and Insurance***

1. Summarize your organization's history with Senior Health and Wellness Centers risk management.
2. Explain the tools/processes used by your organization for quality assessment.
3. Describe your approach to risk management at the site. Describe procedures for assessment, planning, control, evaluation, responding to and correcting identified risks.
4. Describe your procedures for protecting public and employee health and for meeting standards consistent with city, county, state, and federal regulations.
5. Summarize your emergency preparedness action plan.
6. Note and explain all litigation involving your organization or its staff in the past ten years, including any litigation, pending, or completed, related to the operation of Senior Health and Wellness Centers facilities or programs.
7. Refer to the City's requirements for insurance coverage and confirm your ability to provide such coverage.

#### ***J. Additional Information***

Provide other essential information that may assist in the evaluation of this proposal.

#### **FUTURE CONSIDERATION**

Several items may be considered during negotiation of a Memorandum of Understanding and Final Operating Agreement. These items may include, but are not limited to:

1. Desired Outcomes, including measurable benchmarks.
2. Required Reporting
3. Program Evaluation
4. Opportunities for naming rights
5. Guidelines for advertising

**THE CITY OF OKLAHOMA CITY  
PROPOSAL EVALUATION CRITERIA  
PROJECT M4-NWOPR  
MAPS 4 SENIOR WELLNESS CENTER  
OPERATING PARTNER**

The Selection Committee will evaluate responses to the RFP on the following criteria and will identify the most qualified proposals for further consideration and/or interviews.

**TOTAL 100%**

***20% - Qualifications and Background of Operating Partner***

Evaluation of respondent's relevant experience and other qualifications related to the operation of Senior Health and Wellness Center.

***25% - Financial Capacity and Business Plan***

Evaluation of respondent's financial capacity to operate and provide services at the Senior Health and Wellness Center, as well as evaluation of respondent's business plan and budget. Evaluation of respondent's business plan and budget for the center, their plan for determining and managing fees, and their plan for generating additional revenues to operate the facility.

***30% - Programs, Services, and Schedule***

Evaluation of respondent's ability to offer a broad range of programs and services and evaluation of the proposed programs, services, and activities.

***10% - Staffing and Management***

Evaluation of respondent's plan for effective staffing and management of the Senior Health and Wellness Center.

***5% - Public Communication, Marketing, and Registration***

Evaluation of the respondent's plan for marketing and communicating with the public.

***10% - Quality Assurance, Risk Management, and Insurance***

Evaluation of the respondent's plan to manage risk and ensure quality.

**THE CITY OF OKLAHOMA CITY  
ADDITIONAL REQUIREMENTS  
PROJECT M4-NWOPR  
MAPS 4 SENIOR WELLNESS CENTER  
OPERATING PARTNER**

**SALES TAX EXEMPTION**

Title 68 Oklahoma Statutes (1991), Section 1356 (I), exempts sales to a municipality and its contractors from all sales tax on the sale of "tangible personal property or services." All proposals for City projects shall be assumed to have been made based on such statutory exemption as effective on the bid date.

**PERMITS OR LICENSES**

The Proposer must, at its own cost, secure all permits and licenses and pay all fees required by City Ordinance or State Statute and give all notices necessary and incidental to the lawful prosecution of the work.

**LAWS TO BE OBSERVED**

The Proposer shall at all times observe and comply with all Federal and State laws and regulations and all City Ordinances, Codes and regulations which in any manner affect the conduct of the work and shall observe and shall comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered.

**SAFETY AND PROTECTION OF EXISTING FACILITIES**

The Proposer shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

**CONTRACT**

The selected Proposer will enter into the Contract with the City of Oklahoma City and properly submit the executed Contract and the required bonds, documents, and certificates of insurance within seven (7) calendar days following the City's notification of its intent to award Contract, unless said time is extended by the City Engineer. With the Contract, the Proposer will submit a properly signed Certificate of Nondiscrimination and Anti-Collusion Affidavit. No work shall be commenced until the written Contract has been executed and the required bonds and insurance have been provided and a work order has been issued by the City Engineer.

**INDEMNIFICATION**

The Proposer agrees to release, defend, indemnify, and save harmless the City of Oklahoma City and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property or injuries to, or the death of, any person or persons. The Proposer shall defend, indemnify and save harmless the City of Oklahoma City and any participating public trust and their officers, agents, and employees from and against all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, directly or indirectly, the Proposer's acts, omissions or operations under or in connection with the project or Contract, or the Proposer's use and occupancy of any portion of the project site, including, without limitation, acts, operations and/or omissions of Proposer's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. Provided, however, The Proposer need not release, defend, indemnify, or save harmless the City of Oklahoma City and any participating public trust or their officers,

agents and employees from damages or injuries resulting from the negligence of their respective officers, agents, or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

## INSURANCE

The insurance requirements will be provided in more detail in the Contract. The following information is provided as an example of the contractual insurance requirements:

Upon the Effective Date of the Agreement, the Operator shall obtain insurance coverage as provided below. The Operator must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required, and endorsement pages shall be provided to the City and Trust on a timely basis if requested by City or Trust staff.

All insurance must be from responsible insurance companies which are authorized to do business in the State of Oklahoma and are acceptable to the City and Trust. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.

- A. Additional Insureds:** All liability policies (except worker's compensation and employer's liability policies) shall provide that the City and Trust are named additional insureds without reservation or restriction.

All insurance coverage of the Operator shall be primary to any insurance or self-insurance program carried by the City or Trust.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles:** All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Operator is stating a deductible does not exist and thus a deductible is not approved or accepted.

Self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Operator's self-insured retention.

- C. Policy Limits:** The insurance coverage and limits required of the Operator under this Agreement are designed to meet the minimum requirements of the City and Trust. Such coverage and limits are not designed as a recommended insurance program for the Operator. The Operator alone shall be responsible for the sufficiency of its own insurance program. Should the Operator have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Operator should seek professional assistance.

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the Operator shall also provide tail coverage that extends a minimum of one year from the expiration of this Agreement.

The minimum amounts of such insurance policies and continuing coverage shall be:

1. Worker's Compensation and Employer's Liability Insurance. The Operator shall provide and maintain, during the term of the Agreement, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the Facility and working on the Leased Premises, and in case any work is subcontracted, the Operator shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Operator. In the event any class of employees engaged in work/services performed at the Facility or on the Leased Premises is not protected under such insurance heretofore mentioned, the Operator shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
2. Commercial General Liability Insurance. The Operator shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Agreement under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein. Additionally, the Operator shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$2,000,000.
3. Automobile Liability Insurance. The Operator shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Agreement under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein. Additionally, the Operator shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$200,000.
4. Fidelity and Crime Insurance. Fidelity and Crime Insurance, which includes but is not limited to Burglary, Theft and Employee Dishonesty with a blanket limit of One Million Dollars (\$1,000,000), shall be provided. Such insurance shall also include coverage for money and securities, valuable papers. The City of Oklahoma City and OCPPA shall be named as loss payee.
5. Liquor Legal Liability (Dram Shop). The Operator shall provide Liquor Legal Liability Insurance for One Million Dollars (\$1,000,000) per occurrence subject to an aggregate policy limit.

**D. Certificates:** The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates must be provided to the City Manager within 200 days execution of this Agreement and must be updated each year. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.

**E. Cancellation:** There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Operator authorizes the City or Trust to confirm all information so furnished as to the Operator's compliance with its bonds and insurance requirements with the Operator's insurance agents, brokers, surety, and insurance carriers. The lapse of any insurance policy or coverage required by this Agreement is a breach of this Agreement for which the Operator shall be liable for damages,

losses, and costs incurred by the City and/or Trust. Regardless of any termination clause included in this Agreement, the City or Trust may at its option suspend this Agreement until there is full compliance with this Section or may cancel or terminate this Agreement and seek damages for the breach. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the City or Trust. The City and Trust expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the Operator shall immediately notify the City and Trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City or Trust request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Operator hereby agrees to promptly authorize and have delivered such statement to the City and Trust.

- F. Duration of Coverage.** All insurance coverage required under this Agreement shall be maintained in full force and effect for the term of this Agreement and any renewals, and for a period of two (2) years after the expiration or conclusion of this Agreement.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation, or termination of this Agreement.

## **INDEPENDENT CONTRACTOR**

The Proposer shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this agreement/contract.

## **VENUE OF ACTIONS AND APPLICABLE LAW**

The Contracting Entity and Proposer agree that any dispute which may arise between or among them arising out of or in connection with a contract shall be adjudicated before a court located in Oklahoma City, Oklahoma. The Contracting Entity and Proposer hereby agree to submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma, with respect to any action or legal proceeding commenced by any party to the contract. The Contracting Entity and Proposer shall consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested. The Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of the Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

## **ASSIGNMENT**

In as much as the Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Proposer to provide professional and personal services to Contracting Entity, the parties agree that the Proposer shall not assign or sublet its obligations, rights or interests in whole or any part of the Contract without the prior written consent of the City.

## **UNDUE INFLUENCE**

Upon advertising this solicitation, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, or City staff) either directly or indirectly through others in which the Proposer seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Proposer with the Contracting Entity that do not pertain to a solicitation are exempt from

this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-proposal conferences
- Discussions with The IT Project Manager, buyer or departmental contact as outlined in the proposal packet

If a representative of any Proposer submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the Proposer being disqualified from the procurement process.

## **PERSONNEL**

The Proposer agrees and understands that the City's Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or qualifications as identified in the proposal. Therefore, the Proposer agrees that no substitution of such specific individuals and/or qualifications shall be made without the prior written approval of the City. The Proposer further agrees that any substitution made pursuant to this paragraph must be equal or better than the originally proposed and that the City approval of a substitution shall not be construed as an acceptance of the substitute's performance potential. The City agrees that approval of a substitution will not be unreasonably withheld.

The City reserves the right to require substitution of any Proposer Personnel who do not perform to the necessary standards for achieving the Contract Scope of Services. Proposer will provide qualified substitutions in a timely manner to accomplish milestones and deliverables.

The Proposer represents that all required Proposer personnel to perform the services required under the Contract will be acquired at the Proposer's expense. Such personnel shall not be employees of or have any Contractual relationship with the City of Oklahoma City or its Trusts except as employees of the Proposer. All of the services required under this Contract will be performed by the Proposer or under the Proposer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

The City reserves the right to request and expect the Proposer to dismiss from work in process at the City, any employee who the City of Oklahoma City or its Trusts may deem incompetent, careless, insubordinate, or otherwise objectionable.

## **PROPOSAL PREPARATION COSTS**

All costs directly or indirectly related to preparation of a response to the RFP, including costs associated with bonding requirements, travel to Oklahoma City for any pre-award on-site visits, or any oral presentations required to supplement and/or clarify a proposal which may be required by the City, shall be the sole responsibility of and shall be borne by the Proposer(s). All responses to this RFP become the property of the City of Oklahoma City

## **REPRESENTATIONS**

Any representations, promises, warranties, guarantees and/or statements made by the Proposer in the proposal, during any interview or presentation, or otherwise, shall be enforceable against the selected



Proposer. The City of Oklahoma City or its Trusts reserves the right to make audio or video tape recordings of any interview or presentation by any Proposer. Any proposal, submittal and/or recordings of any interview or presentation may at the sole option of the City of Oklahoma City or its Trusts be incorporated by reference into the Contract(s) with the Proposer. All representations, promises, warranties, guarantees and statements of the parties shall survive the expiration or termination of the Contract.

## **ORDER OF PRECEDENCE**

In the event of an inconsistency between provisions of this agreement/contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Agreement/Contract articles, (ii) RFP Specifications, (iii) Notice to Proposers, (iv) General Instructions and Requirements for Proposers, (v) other requirements provided by the Contracting Entity in the RFP packet, then (vi) attachments, notes, and exceptions by Proposer.

## **QUESTIONS**

Submit all questions regarding this RFP through the Periscope S2G (BidSync) electronic bidding system. Answers will be provided by MAPS Office staff through Periscope for the benefit of all potential proposers.

It is the Proposer's responsibility to log into the Periscope S2G system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If you are signed up for electronic notifications through Periscope, you will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on the City except those in the RFP and any written addenda issued by the City.

## **PROPOSAL REVIEW**

The proposal evaluation team may include, but may not be limited to the following:

- City Manager or designee
- Finance Director or designee
- MAPS Office Program Manager or designee
- MAPS 4 Citizens Advisory Board representative
- MAPS 4 Citizens Advisory Board Subcommittee representative

Any person who is a representative, board member, employee or otherwise contractually involved with any entity submitting a proposal shall not serve on the selection committee.

## **FORMS**

The forms included at the end of the Request for Proposals are for information only. These forms should not be included in the submittal by the Proposer. Upon review of the Proposals, the selected Proposer will be required to complete the forms which will become part of the contract between the Proposer and the City of Oklahoma

**THE CITY OF OKLAHOMA CITY**  
**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance under the Contract, the Proposer/Contractor agrees as follows:

- A. The Proposer/Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Proposer/Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer/Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Proposer's/Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Proposer/Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Proposer/Contractor and/or Subcontractors.
- C. The Proposer/Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

***This form must be fully completed and signed by the Proposer/Contractor or  
Proposer's/Contractor's Authorized Agent.***

\_\_\_\_\_  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Proposer/Contractor

\_\_\_\_\_  
Signature of Proposer/Contractor or Authorized Agent

\_\_\_\_\_  
Type or print name and title of person who signed above.

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41,  
as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the  
Construction of Public Improvements* or as otherwise required in the Request for Proposal Documents.

## THE CITY OF OKLAHOMA CITY

### NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

This Contractor or Subcontractor for a Contract with The City of Oklahoma City or of a municipal trust of which The City is the beneficiary has agreed not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age, or disability. An individual with a disability is defined by the Americans with Disabilities Act as an individual:

- a) with a physical or mental impairment that substantially limits one or more of the major life activities of that individual; or
- b) with a record of impairment; or
- c) regarded as having such an impairment.

The Contractor or Subcontractor has also agreed to take affirmative action to insure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act. Such actions include but are not limited to employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection.

The Contractor or Subcontractor has agreed to post this notice in a conspicuous place, available to employees and applicants for employment.

Violations of this agreement should be reported to the City of Oklahoma City, Affirmative Action Office, Personnel Department, (405) 297-2588.

*This notice shall remain posted while the Contractor or Subcontractor is performing work under contract with the City or a municipal trust.*

Issued by the City Clerk of The City of Oklahoma City. (Municipal Code § 25-41)

**THE CITY OF OKLAHOMA CITY**  
**BUSINESS RELATIONSHIP AFFIDAVIT**

The undersigned as Proposer or Proposer's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Proposer's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Response to Request for Proposals.

The undersigned as Proposer or Proposer's Authorized Agent further swears, affirms, and states that the Proposer does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer, or any other party to this project except, if any, as stated on the lines below.

The undersigned as Proposer or Proposer's Authorized Agent further swears, affirms, and states that no officer or director of the Proposer has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Proposer has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project except, if any, as stated on the lines below.

If Proposer or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Proposer or Proposer's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Proposer and/or their respective companies or firms on the lines provided below:

---

(THE PROPOSER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN PROPOSER WILL BE IRREFUTABLY DEEMED TO HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT PROPOSER AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)

This Response to Request for Proposals will not be considered unless this form has been fully signed by the Proposer, and notarized, dated and completed by the Notary Public.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The undersigned, as Proposer or Proposer's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Bidder and the signatory.

---

Name of Individual, Partnership, Limited Liability  
Company, or Corporation herein called Proposer.

---

Signature of Proposer or Proposer's Authorized Agent

---

Type or print name and title of person who signed above.

Signed and sworn to or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by the above named Proposer or Proposer's Authorized Agent.

My Commission expires/commission number \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**THE CITY OF OKLAHOMA CITY**

**NONCOLLUSION AFFIDAVIT**

The following Affidavit is submitted by the Proposer, or Proposer's Authorized Agent:

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Proposer, or the duly authorized agent of the Proposer submitting this competitive bid and has the lawful authority to execute this Affidavit and the attached Request for Proposals ("RFP").

For the purpose of certifying the facts pertaining to the existence of collusion among Proposers and between Proposers and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the RFP to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the RFP to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such RFP; and

3. Neither the Proposer nor anyone subject to the Proposer's direction or control has been a party:

- a. to any collusion among Proposers in restraint of freedom of competition by agreement to respond to the RFP at a fixed price or to refrain from making a proposal.
- b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
- c. in any discussion between Proposers and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Proposer nor anyone subject to Proposer's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

***This Response to the RFP will not be considered unless  
this form has been fully completed and signed and certified by the Proposer.***

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Name of Individual, Partnership, Limited Liability  
Company, or Corporation herein called Proposer.

---

Signature of Proposer or Proposer's Authorized Agent

---

Type or print name and title of person who signed above.

ISSUE DATE: \_\_\_\_\_

**THE CITY OF OKLAHOMA CITY  
CERTIFICATE OF INSURANCE****M4-NWOPR**

PRODUCER

NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER,  
NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES  
BELOW, EXCEPT AS SHOWN BELOW.**COMPANIES AFFORDING COVERAGE**

ADDRESS

COMPANY A  
LETTERCOMPANY B  
LETTER

INSURED

COMPANY C  
LETTERCOMPANY D  
LETTER

ADDRESS

COMPANY E  
LETTERCOVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD  
INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE  
SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<b>GENERAL LIABILITY</b> ____ COMMERCIAL ____ GENERAL LIABILITY  ____ OCCURRENCE ____ CLAIMS MADE ____ AND TAIL ____ COVERAGE				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
<b>AUTOMOBILE LIABILITY</b> ____ ANY AUTO ____ ALL OWNED AUTOS ____ SCHEDULED AUTOS ____ HIRED AUTOS ____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
<b>WORKER'S COMPENSATION AND EMPLOYER LIABILITY</b> Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
<b>VALUABLE PAPERS INSURANCE</b> (If required by Contract)					
<b>EXCESS LIABILITY</b> (If required by Contract)				EACH OCCURRENCE	
				AGGREGATE	
<b>OTHER</b> (If required by Contract)					

**DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS**THE CITY OF OKLAHOMA CITY IS AN ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.  
THE CITY OF OKLAHOMA CITY IS A LOSS PAYEE ON VALUABLE PAPERS INSURANCE.**CERTIFICATE HOLDER(S)****The City of Oklahoma City  
MAPS Office  
420 W. Main St., Suite 400  
Oklahoma City, OK 73102****CANCELLATION**IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE  
APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE  
DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH  
CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NON-RENEWAL  
FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.**AUTHORIZED REPRESENTATIVE SIGNATURE**

TELEPHONE NUMBER (       )

## Question and Answers for Bid #RFP M4-NWOPR - MAPS 4 SENIOR WELLNESS CENTER OPERATING PARTNER

### Overall Bid Questions

There are no questions associated with this bid.