

**THE CITY OF OKLAHOMA CITY**

**REQUEST FOR PROPOSALS**

**December 2023**

**FOR**



**PROJECT M4-MM030  
MAPS 4 TRANSITIONAL HOUSING  
OPERATING PARTNER**

**Prepared By:**



**ADG, PC  
MAPS 4 PROGRAM CONSULTANT**

**THE CITY OF OKLAHOMA CITY**

**APPROVAL SHEET**

**PROJECT M4-MM030  
MAPS 4 TRANSITIONAL HOUSING  
OPERATING PARTNER**

Prepared by:

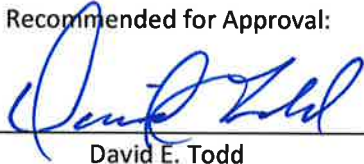
**ADG, PC**

MAPS 4 Program Consultant

920 W Main St

Oklahoma City, OK 73106

Recommended for Approval:



David E. Todd

MAPS Office | Program Manager



Jason Cotton

ADG, PC | President/CEO

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(Published in the Journal Record December 20, 2023)

## **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 p.m., on the 7<sup>th</sup> day of February, 2024 for the following:

### **REQUEST FOR PROPOSAL (RFP M4-MM030) MAPS 4 TRANSITIONAL HOUSING OPERATING PARTNER**

**Non-Mandatory Pre-Proposal Conference:** A Pre-Proposal Conference will be held on **January 9, 2024 at 3:30:00 p.m. in the EMBARK 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-MM030  
MAPS 4 TRANSITIONAL HOUSING  
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 MAPS 4 program includes \$7.8M for housing for residents experiencing mental illness and homelessness and transitioning out of a crisis center. These funds are part of a larger \$44.6M package of projects in MAPS 4 focused on transforming Oklahoma City's mental health system. The City of Oklahoma City seeks qualified government agencies as partners in the operation of this housing. The program anticipates the addition of an operating partner prior to the commencement of design activities to allow ample time for coordination and input.

**GENERAL SCOPE AND REQUIREMENTS**

The City of Oklahoma City ("City") is soliciting proposals from qualified government agencies to operate housing solutions for individuals living with and/or recovering from mental illness. The selected operator will assist in determining the final composition of housing units, which may include both longer stay units, as well as short-term ("transitional") options for individuals exiting mental health facilities in the Oklahoma City metro area, including Mental Health Crisis Centers, the Restoration Center, or other similar facilities. Provision of case management and other 24-hour wrap around services will be essential to the overall success of this housing and its residents and should be addressed in all proposals.

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.

It is anticipated that site selection will consider proximity to the Mental Health Crisis Centers, the Restoration Center, as well as other similar or related facilities in Oklahoma City. The City is currently envisioning that co-location and/or adjacency to other related facilities will help ensure residents have easy access to housing and other supportive services, but will ultimately be looking to the Operating Partner to provide recommendations regarding adjacencies. It is hoped that co-location will foster synergy and collaboration between operators, programs, and services.

The selected Partner will be responsible for the operation and maintenance of all proposed housing, including all costs and expenses associated with these activities, and shall be entitled to all revenues from their operation. The combination of any of the following development scenarios is acceptable:

1. New construction
2. Renovation(s) of existing buildings/developments
3. Addition(s) to existing buildings/developments

The successful respondent should have relevant experience with the operation of similar facilities, should be able to provide wraparound support services and should have the fiscal and service capacity to manage the resulting residential units. Provision of wraparound services may be self-performed or provided via partner agencies operating under a subcontract. Respondents should demonstrate their experience in residential property management and supportive service delivery and demonstrate their ability to work cooperatively with the City, the operators of the other MAPS 4 mental health facilities, and the community to implement a successful operation. In the absence of direct experience, respondents should describe the capabilities which qualify them for consideration. The City welcomes proposals from single providers or from multiple providers under a common legal entity.

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.

Per the City Council Resolution of Intent, commencement of expenditures is conditional on identification of operating funding from a non-municipal funding source, as well as operating agreements with a government agency that includes measurable benchmarks, all prior to December 31, 2026. Proposers are expected to recommend as part of their proposal a full set of benchmarks by which they may be measured during renewal of the operating agreement and/or operational funding requests from the MAPS 4 Trust. The Resolution also states that it is the intent of City Council that operating agreements provide prioritization where possible for use of the housing by Oklahoma City residents.

## **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-MM030  
MAPS 4 TRANSITIONAL HOUSING  
OPERATING PARTNER**

**PROPOSAL FORMAT AND CONTENT**

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. Provide information on the location of other facilities you own and/or operate, and a description of the services provided. Highlight any operations that are similar in size and nature to the housing proposed in response to this RFP.
4. Provide a current organizational chart for your governmental agency or agencies.
5. Describe your experience with mental health supportive housing projects and service delivery, or in the absence of direct experience, describe the capabilities which qualify your governmental agency for consideration.
6. Describe any relevant experience your organization has with (1) coordinating construction of supportive housing with adjacent property owners and (2) addressing any potential land use/zoning hurdles.
7. Provide information regarding all grants, 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. 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 affordable and workforce housing facilities or programs.

***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. Measurable Benchmarks and Citizen Oversight***

1. Provide your recommendation for a full set of measurable benchmarks by which you may be measured against during renewal of the operating agreement. The City will reserve the right to amend these.
2. Describe your governmental agency's history/background, mission, and the services you provide. State how your governmental agency would be eligible to participate per the City Council resolution. Discuss existing oversight of your agency as it relates to the public's interest in the sound management of these funds.

***F. Programs, Services, and Schedule***

1. Describe your understanding of Oklahoma City and its need for supportive housing for those either exiting a mental health facility or in need of ongoing mental health services.
2. How do you foresee this facility interfacing with the MAPS 4 mental health facilities or other similar facilities already operating in the metro region?
3. Explain your approach to supportive housing and your program philosophy and goals.
4. Describe the target population(s) for your overall proposed program of housing. Describe your expectation of housing needs for those individuals exiting mental health facilities – including those planned through MAPS 4 – and how that will inform your preferred mix of transitional versus longer term supportive units within the proposed housing project.
5. Describe your proposed service offerings for residents of this housing.
6. Describe which community partners you will engage to provide wrap around support services for tenants in need, including which specific services they will be providing, their qualifications, and your history of working together. Provide letters of support from any new service providers contemplated.
7. Describe your approach to providing housing for participants with special needs and/or requiring ADA accommodation.
8. Describe what public transit services may be key to the successful operation of the proposed housing, as well as if your organization plans to provide additional transit options for those who may require it.

***G. Staffing and Management***

1. Provide your proposed organizational structure for staff who will be operating the subject project.
2. List the titles, responsibilities, qualifications, and certifications for all staff positions specific to this housing. Please specify whether any of these exist within the context of state or federal requirements.
3. Provide the names, titles, experience, and qualifications of the staff that will be involved in center oversight at the operating partner/company/executive level.

4. Provide your proposed staffing ratios for various programs.
5. Explain your approach to employee recruitment, screening, performance evaluation and retention.
6. Describe your staff training program.
7. Provide a sample staff handbook(s) if available.
8. Explain your operating policies and procedures for this housing, particularly as it relates to intended length of stay and eviction procedures.
9. Describe your system of facility oversight and program management.
10. Identify any partner(s) and/or subcontractor(s) that will 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.

#### ***H. 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. Note that the original MAPS 4 resolution specifically mentions the use of non-municipal funds for annual operating expenses.
2. Describe your proposed rent structure for tenants, including any additional fees. State your approach to rent and fee increases.
  - a. Describe and compare comparable housing costs of similar programs either currently available throughout the city or in similar peer cities.
  - b. The City desires that the Operating Partner provide housing and services to some tenants who cannot afford market rate costs. Describe if and how your organization will be able to assist those tenants with financial need.
3. Describe the timing of any preparatory activities to be completed during the design and construction phases of the project. In addition, please describe the timing and duration of any activities which will be required at the completion of construction, but prior to the commencement of operations.

#### ***I. Public Communication, Marketing, and Enrollment Maintenance***

1. Describe how tenants will find this housing, whether it be through marketing, referrals, or any other placement activities.
2. Describe policies and procedures for addressing tenant complaints.
3. Explain your methods for assessing and maintaining tenant satisfaction.
4. Describe your plan for maintaining communication between tenants and your organization.
5. Give a brief overview of your crisis media management plan.

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

1. Describe your approach to risk management at the site. Describe procedures for assessment, planning, control, evaluation, responding to and correcting identified risks.

2. Summarize your organization's history with risk management as it relates to supportive housing.
3. Describe safety programs & training documentation and your plan for their implementation.
4. Explain the tools/processes used by your organization for quality assessment.
5. Describe your procedures for protecting public and employee health and for meeting standards consistent with city, county, state, and federal regulations.
6. Summarize your emergency preparedness action plan.
7. Refer to the City's requirements for insurance coverage and confirm your ability to provide such coverage.

***K. Facilities and Land Ownership***

1. Specify if your interest is contingent on the housing being located on a specific site or in a particular area of the city.
2. Describe the proposed site, including address or legal description, size, current usage, etc.
3. Describe the feasibility of the proposed site, including such factors as:
  - a. Proximity to target population, accessible by car, foot and/or public transit, adjacent amenities, safety, or perceived safety of location, etc.
  - b. Space for proposed facilities, parking, and site amenities
  - c. Other factors which have been considered.
4. If multiple locations or facilities are being proposed, please identify each location and whether each location will require any new structure(s) or renovations(s).
5. If the proposed site is not currently owned by the city, describe the nature of your ownership in the proposed site (e.g. fee simple, mortgage, multiple owners, etc.).
6. Explain what property interest the City or City beneficiary public trust would own and the proposed duration of such property interest.

***L. 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 Binding Terms Agreement/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

**THE CITY OF OKLAHOMA CITY  
PROPOSAL EVALUATION CRITERIA  
PROJECT M4-MM030  
MAPS 4 TRANSITIONAL HOUSING  
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.

**Factors which are scored:**

***Qualifications and Background of Operating Partner***

Evaluation of respondent's relevant experience and other qualifications related to the operation of mental health supportive housing.

***Financial Capacity***

Evaluation of respondent's financial capacity to develop, operate, and service mental health supportive housing, as well as evaluation of respondent's business plan and budget.

***Programs, Services, and Program/Activities Schedule***

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

***Staffing and Management***

Evaluation of respondent's plan for effective staffing and management of the proposed housing.

***Business Plan***

Evaluation of respondent's business plan and budget for the housing, their plan for determining and managing fees, and their plan for using non-municipal funds to operate the proposed housing.

***Public Communication, Marketing, and Enrollment Maintenance***

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

***Quality Assurance, Risk Management, and Insurance***

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

**THE CITY OF OKLAHOMA CITY  
GENERAL CONTRACT TERMS  
PROJECT M4-MM030  
MAPS 4 TRANSITIONAL HOUSING  
OPERATING PARTNER**

**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.

**OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION**

All materials submitted to the City pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 Okla. Stat. §§ 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:

- A.** 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".
- B.** 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.

## INSURANCE

Proposer shall provide documentation of either being self-insured and that such self-insurance coverage shall protect the City from all claims for bodily injury, death, or property damage arising from Proposer’s acts or omissions under this Contract. Proposer warrants that the amounts of self-insurance coverage available and applicable to each act or occurrence, and to each insured and additional insured, shall be no less than the City’s maximum liability under the Tort Claims Act, as it may be amended or satisfying the below described insurance requirements:

Upon the Effective Date of the Agreement, the Operating Partner shall obtain insurance coverage as provided below. The Operating Partner 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 Operating Partner 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 Operating Partner 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 Operating Partner's self-insured retention.

- C. **Policy Limits:** The insurance coverage and limits required of the Operating Partner 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 Operating Partner. The Operating Partner alone shall be responsible for the sufficiency of its own insurance program. Should the Operating Partner have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Operating Partner 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 Operating Partner 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 Operating Partner 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) each for all its employees employed at the Facility and working on the Leased Premises, and in case any work is subcontracted, the Partner 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 Partner. 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 Partner 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 Operating Partner 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 Operating Partner shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$2,000,000.
3. Automobile Liability Insurance. The Operating Partner 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 Operating Partner 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.

**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 Operating Partner authorizes the City or Trust to confirm all information so furnished as to the Operating Partner's compliance with its bonds and insurance requirements with the Operating Partner'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 Operating Partner 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 Operating Partner 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 Operating Partner 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 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.