Solicitation RFP-OCITY-062

Strong Neighborhoods Initiative, Out-of-school Time Youth Services 2018-2019

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFP-OCITY-062 Strong Neighborhoods Initiative, Out-of-school Time Youth Services 2018-2019

Bid Number	RFP-OCITY-062
Bid Title	Strong Neighborhoods Initiative, Out-of-school Time Youth Services 2018-2019
Expected Expenditure	\$350,000.00 (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Jan 16, 2019 4:00:00 PM CST
Question & Answer	Dec 19, 2018 12:00:00 PM CST
End Date	
Bid Contact	Jennifer Swann
	Jennifer.swann@okc.gov
Bid Contact	City Clerk
	cityclerk@okc.gov
Did Contest	Changes Esta
Bid Contact	Shannon Entz
	shannon.entz@okc.gov
Bid Contact	Cherita Brice
Bid Contact	cherita.brice@okc.gov
	chema.bhce@okc.gov
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	Not Applicable
Standard Disclaimer	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.
Bid Comments	* Do NOT zip Files *
	literre Deserver an Form
	Item Response Form
Item	RFP-OCITY-06201-01 - Strong Neighborhoods Initiative Out-of-School Time Youth Services
Quantity	1 each
Prices are not requested	ed for this item.
Delivery Location	City of Oklahoma City and its Trusts
	No Location Specified
Description	Qty 1
Description	

City of Oklahoma City and its Trusts

Upload your response to the request for proposal as outlined in the RFP and any related documents to this line item. Please DO NOT Zip files

(Published in the Journal Record <u>December 5, 2018</u>

NOTICE TO PROPOSERS

Notice is hereby given that <u>The City of Oklahoma City</u> 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 <u>16th</u> day of January, 2019, for the following:

REQUEST FOR PROPOSALS (RFP-OCITY-062) Strong Neighborhoods Initiative Out-of-School Time Youth Services

The City of Oklahoma City and its Trusts have partnered with BidSync, Inc. to accept proposals electronically. You are invited to submit a proposal electronically through the BidSync system to supply the professional services, products, or systems specified in the electronic proposal packet. The City and its Trusts do not provide access to a computer to prepare electronic proposals or submission. electronic proposal Proposers must register with BidSync at https://www.bidsync.com/the-city-of-oklahoma-city in order to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the BidSync 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 BidSync. Instructions on how to get registered to propose through BidSync can be found on The City of Oklahoma City's website at https://www.okc.gov/departments/bidding.

A copy of the City Guidelines and Procedures for Professional Consultant Selection may be obtained from the Office of the City Clerk at the above referenced address. Proposals shall be made in accordance with the Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, and the RFP proposal packet, which are a part of the complete electronic proposal packet. A sample Non-Discrimination, Anti/Non-Collusion Affidavit and Vendor Registration form is attached for the Proposer's reference and will be completed prior to contract approval. By submitting a proposal for services, the Proposer certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The City and its Trusts reserve the right to waive formalities, irregularities and defects in any or all proposals, except as otherwise required by law. The City and its Trusts reserve 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 a Pricing Agreement/Contract with any proposer; and to solicit new or different proposals. The City and its Trusts reserve the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

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 4:00:00 p.m. deadline, on the above mentioned date. There will be no exceptions to this policy.

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 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.

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, 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.

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 contract 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 conspicatous 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 incligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

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Title
2.01
Zip Code

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

ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly swom, upon his/her oath, deposes and says. That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Proposer, that the Proposer has not, directly or indirectly, entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the proposers, the parceling or faming out to any proposer or proposals, or of the profits thereof, and that Proposer has not and will not divulge the sealed Proposal to any person whomsoever, except those having a partnership or other financial interest with the Proposer in the said proposal or proposals, until after the said sealed proposal or proposals are opened.

The undersigned individual further states that the Proposer has not been a party to any collusion: among proposers 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/Contract, or any other terms of the said prospective Agreement/Contract; or in any discussions between the proposers 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/Contract. The Proposer 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/contract pursuant to this proposal.

Witness the hands of the parties hereto-

The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the Agreement/Contract, and the Requirements for Proposers.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROV	AL	• •
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Updated February 2017

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

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City Department	City Employee		Phone Number
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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 11.0, S. § 8-113

Return to Procurement Services: vendorregistration@okc.gov		
(405) 297-2741 Fax (405) 297-2142 100 N. Walker, Suite #200 Oklahoma City, OK 73102	Signature of Person Authorized to Sign	Date Signed
	Print Name	Title

If you are interested in bidding on City or Trust contracts, see instructions on our website: https://www.okc.gov/departments/finance/bids-auctions-and-sales.

May 2016

Request for Proposals for Strong Neighborhoods Initiative Out-of-School Time Youth Services 2018-2019 RFP-OCITY-062



I. Solicitation

The City of Oklahoma City is inviting proposals from non-profit service providers who specialize in youth programming, specifically during out-of-school time, for services that benefit low-and moderate-income students who attend the schools listed in Section III. A. and reside in Strong Neighborhoods Initiative areas: Capitol Hill (south), Capitol View (northeast) and Culbertson's East Highland (northeast). Please see Attachment I for a map of the areas and schools.

Out-of-school time includes time other than regular Oklahoma City Public School operating hours and days such as after school, weekends, summer and holidays. Proposals do not have to include all out-of-school times and/or days.

The program budget will not exceed \$350,000 annually and the contract(s) will be renewable for four additional one-year periods at the option of the City and the selected service provider. The contract(s) are to be funded by and subject to provisions of the Community Development Block Grant program and the U.S. Department of Housing & Urban Development (HUD).

II. Background

What is the Strong Neighborhoods Initiative?

The Strong Neighborhoods Initiative (SNI) is a neighborhood revitalization program within the City's Planning Department. Since 2013, with the support of the City Council, city planners have worked with neighborhood associations and stakeholders to make physical, social and economic improvements in selected neighborhoods.

Programs offered to date include housing rehabilitation, new construction affordable housing, tree planting, legal assistance, public art, signage, crime prevention, education workshops and an out-of-school program known as STEAM (science, technology, engineering, arts and math) at two elementary schools in SNI neighborhoods specifically tied and targeted to improving a child's school performance. The previous program encompassed tutoring and recreation, but more importantly, provided an enriching, engaging and hands-on educational experience that inspired future careers, creativity and community pride. Community partnerships and neighborhood participation have been key to the success of all the SNI programs. For more information about the SNI program, please visit www.okc.gov/sni.

The City Council wishes to continue to build upon these successful programs, as reflected in the following Council Priority:

Promote safe, secure, and thriving neighborhoods

Neighborhoods are the building blocks of a great city and residents expect safe neighborhoods that provide a high quality of life. We will continue to promote strong and safe neighborhoods by providing public safety services, effective code enforcement, and support for neighborhood revitalization efforts. We will work with our partners to support education initiatives that encourage strong neighborhood schools.

III. Eligible Activity and Priorities

A. Eligible Activity

1. **Out-of-School Program Operations:** Labor, supplies, and materials needed to operate and provide out-of-school time programs and services. The Program Priorities listed below must be included and fully described in the proposal.

ALL funding proposal activities MUST directly benefit students who attend one or more of the following Oklahoma City Public Schools which serve SNI area students. Please see Attachment I for a map of the areas and schools.

- 1. Capitol Hill Elementary
- 2. Capitol Hill High School
- 3. Douglass Middle School
- 4. Douglass High School
- 5. FD Moon Elementary
- 6. Lee Elementary
- 7. Martin Luther King Elementary
- 8. Northeast Academy
- 9. Thelma Parks Elementary
- 10. Webster Middle School

B. Program Priorities

In August 2018, 295 parents, residents and school employees in SNI neighborhoods were surveyed and nearly 50% indicated the need for out-of-school and summer programs. The following Program Priorities, listed in order of importance, were identified and are required to be incorporated into the out-of-school program and curriculum:

- 1. Academic tutoring: academic enrichment that includes individual attention for students struggling with reading, math and science
- 2. **Personal well-being**: programs focused on helping a child cope with the normal stresses of life and building strong relationships with others
- 3. Life skills: programs such as nutrition, swim lessons, bicycle repair, pet care, personal safety, civic involvement and mentoring
- 4. **Recreation & physical activity**: programs such as sports, nature, yoga and other physical activities

- 5. Future self: introduction to careers and financial readiness skills such as budgeting and saving
- 6. Arts & Creativity: programs that include arts, theatre, dance and music
- 7. **STEM:** enrichment in areas such as computer coding, robotics, city-building, engineering, and environmental sciences

IV. Selection Process

Each proposal will be evaluated by a Selection Committee. The Selection Committee will be comprised of members from the Planning and Parks Departments, and a Finance Director and City Manager designee. The Committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the proposers. The Selection Committee will report the results of its evaluations and make its recommendation to the City Council. The City may approve the recommended proposer, a different proposer, or may decline to contract with any proposer.

A. Selection Criteria

The Selection Committee shall evaluate all proposals for meeting the submittal requirements of this RFP, and will weigh the following criteria:

- **1. Agency History and Track Record.** Proposer must demonstrate experience in successful execution of work of this size and scope. (Weight 20%)
- 2. Professional Qualifications. Proposer must identify and provide relevant documentation, experience and qualifications for the agency, partner agencies and all persons to be actively engaged in the fulfillment of duties and demonstrate that the proposer possesses sufficient skills, knowledge, and abilities to meet the full requirements of the proposal. (Weight 20%)
- **3. Proposed Program Description and Implementation.** Proposer must fully describe all aspects of the out-of-school time program, the proposed budget, and clearly demonstrate that it addresses all of the Program Priorities described above. (Weight 40%)
- 4. Additional documentation that supports the proposal. (Weight 20%)

V. PROPOSAL/SUBMITTAL INSTRUCTIONS

A. Proposal Requirements

Proposers shall submit a complete, professional-quality proposal that includes information from each section below. The format of the submittal should follow these sections in the

same order to ensure the Selection Committee considers the same information on each proposal.

- **1.** Letter of Submittal. A cover letter introducing the lead agency, describing the leadership, including the Proposer's complete address, phone number, e-mail address, agency social media links and signed by an authorized agent.
- 2. Agency History, Experience, and Capacity. Provide detailed information regarding the history of the non-profit and a description of past performance on similar services. Provide information regarding the ability, relevant experience and capacity of the proposer; the management structure; and the procedures and practices for management of the services.
- **3. Professional Qualifications.** Describe the proposer's team members who will be managing and providing the services. Provide the name, relevant education, training and background of the managing professional and other key individuals, affiliates and partners to be associated with the services.
- **4. Proposed Program Description and Implementation.** Provide the full description of the program from enrollment to curriculum to budget to tracking performance measures.
 - a. Describe the purpose of the program, how it will improve a student's academic performance and how the curriculum and activities will address the Program Priorities.
 - b. Provide the age/grades to be served, location(s) and an example of the proposed out-of-school schedule, including days of the week and hours.
 - c. Describe the approach to enroll students and fees, if any.
 - d. Provide a proposed budget with cost per hour to operate the program, including hourly staff costs, transportation (if needed), food/snacks, and supplies. **NOTE:** Include a budget for March 1, 2019 through June 30, 2019 and July 1, 2019 through June 30, 2020.
 - e. Describe the performance measures to be collected, documented and submitted annually.
 - f. Describe program partnerships and how the program will be financially sustained if or when CDBG funds are no longer available.

5. Additional required documentation:

- a. Copy of Organizational Eligibility IRS recognized 501 (c) 3
- b. Agency's revenue and expenditure report for last 24 months
- c. Agency's current fiscal year budget.
- d. List of community partners, funding commitments and contact information for each.

e. Letter of support and permission from the owner(s) of the facility where the services will be offered.

B. Forms and Other Documents

The electronic bidding system will require proposers to acknowledge review of the General Instructions and Open Records Act requirements document by entering an electronic signature. The Non-Discrimination Statement, Anti/Non-Collusion Affidavit and Vendor Registration Form must be completed by the successful proposer prior to Contract award.

C. Submittal Process

- 1. Electronically complete or acknowledge required forms in the electronic bidding system.
- 2. Attach a copy of any exceptions made to the requirements of this RFP.
- 3. Attach the following proposal requirements:
 - a. Letter of Submittal
 - b. Agency History, Experience and Capacity
 - c. Professional Qualifications
 - d. Proposed Program Description and Implementation
 - e. Additional documentation
- 4. The City of Oklahoma City will receive electronic proposals until 4:00 p.m. on Wednesday, January 16, 2019. Responses can be uploaded into the electronic bidding system in one file or in separate files clearly labeling what is contained in each electronic file. Do not ZIP files.

D. Timeline

Event	Date*
RFP available	December 5, 2018
Technical questions due by noon	December 19, 2018
Electronic proposals must be submitted by 4:00:00 p.m.	January 16, 2019
Interviews and clarifications, if desired by the City	January 17-25, 2019
Approval by the City Council to negotiate a final contract	February 5, 2019
Effective date of contract	February 19, 2019

*Note: Beyond the Proposal due date, all dates are tentative and subject to change.

VI. ADDITIONAL REQUIREMENTS AND INFORMATION

A. Addenda and Interpretations

If it becomes necessary to revise any part of this RFP, an addendum will be issued through the electronic bidding system. The City of Oklahoma City is not bound by any oral representation, clarifications or changes unless the same is provided to proposers in written addendum form from the Procurement Services Division.

B. Altering Proposals

Proposals cannot be altered or amended after the submission deadline; however, the Selection Committee may request a clarification or additional information from any, some or all proposers.

C. Exceptions/Deviations

Any exceptions to the terms and conditions, procedures, scope, type, and frequency of services and specifications to those listed herein, and any deviations shall be clearly spelled out on the proposal in writing, attached, and made a part of the proposer's proposal. Failure to do so shall be construed to mean that the proposer proposes to provide the services exactly as described, and in full compliance with all terms and conditions of the RFP.

D. Explanations/Clarifications

All requests for explanations and clarifications must be submitted through the electronic bidding system and will be answered by the Planning Department for review by all potential proposers. Proposers may submit questions regarding the RFP through the electronic bidding system no later than 12:00:00 p.m. CT, on December 19, 2018.

Proposers are responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP requirements prior to the above listed deadline for questions. Proposers should submit this information as a question through the electronic bidding system and request modification or clarification. The City, if appropriate, may answer the question or issue addenda, if necessary. The City makes no assurances that any such requested amendments will be incorporated into the RFP.

E. Disqualification of Proposals

Only one proposal under the same or different names from any one proposer shall be considered. Reasonable grounds for believing the proposer has interest in more than one proposal shall cause the rejection of all related proposals. One or more or all proposals shall be rejected if there is reason for believing that collusion exists among proposers. A proposal shall not be accepted from any proposer who is in arrears or is in default to the City upon any debt or contract, or who is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

Incomplete proposals shall not be considered.

F. Proposals to be Retained

Proposals cannot be withdrawn in the electronic bidding system, or otherwise after the closing date.

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G. Proposers Responsible for the Proposal

The proposer shall carefully examine the terms of the proposal documents and minimum requirements and shall personally judge all the circumstances and conditions affecting a considered proposal.

H. Indemnification

To the maximum extent permitted by law, the selected Proposer shall be liable for and shall hold The City of Oklahoma City harmless from all damage or injury caused to persons or property arising out of the performance of any Contract resulting from this Request for Proposals. The Proposer shall agree to assume the defense of the City and its officers and employees in all legal proceedings with third parties connected with the performance under the Contract awarded to the successful proposer, and to pay all expenses, including court costs and reasonable attorney's fees, incurred by the City directly or indirectly because of such legal proceedings.

The Proposer's obligations hereunder are expressly conditioned upon the City's provision of written notification to the Proposer of any such pending claim or suit. The City shall cooperate with the Proposer in its handling of any such claim or suit to the extent their interests do not conflict therewith.

I. Right to Accept or Reject Proposals

The City reserves the right to accept or reject, in part or in entirety, any or all proposals for any reason, to cancel in part or entirety the Request for Proposals, to re-advertise for new proposals, and to waive minor irregularities and informalities.

J. Withdrawal Selection

The City reserves the right to withdraw its selection of a proposer without any liability to the City at any time before the Contract has been fully executed by all parties and approved by the City.

VII. The Contract

Upon selection of a proposal a Contract shall be prepared, fully executed and encumbered before services and work are initiated. No work shall begin under the Contract until the Contractor shall have received written Notice to Proceed from the City. The Contract may contain or incorporate the following:

- A. Standard clauses;
- B. Non-collusion affidavit;
- C. Certificate of non-discrimination;

- D. Business relationship affidavit;
- E. A requirement to keep records and a right to audit;
- F. A requirement for insurance naming the City as additional insured and evidenced by a certificate of insurance on a form approved by the City Manager; and
- G. Procedures for amending or terminating the Contract, including the right of the City to terminate the Contract upon notice with just cause, or when it has been determined by the City to be in its best interest to do so.
- H. Provisions of the Community Development Block Grant program and the U.S. Department of Housing & Urban Development (HUD).

All Contracts shall be submitted to the Municipal Counselor's Office for review. The Municipal Counselor's Office will forward the Contract documents to the City Manager for inclusion on the formal City Council Agenda for final approval or rejection by the City Council. The memorandum to Council shall include the number of proposals received.

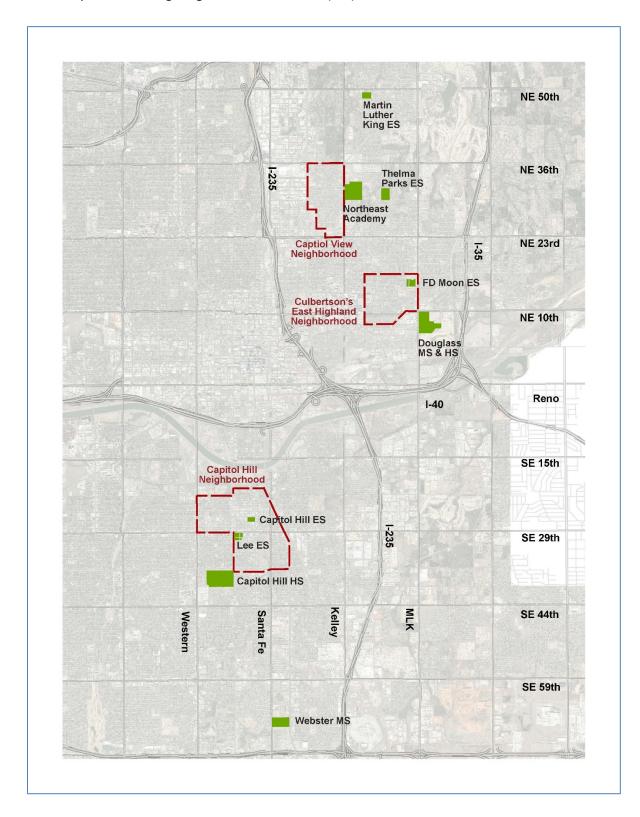
Any document may be waived or amended as a part of Contract negotiation, subject to approval or ratification of the written Contract by the City Council. However, should a requirement or document be imposed by law (for example a grant or federal requirement) then such requirement or document may only be waived as permitted by law. Proposers shall further be required to bring to the City's attention in the Proposal any exceptions to these requirements.

VIII. Contract Renewal Option

- A. The Contract will be renewable for four additional one-year periods at the option of the City. Should the City desire to renew the Contract, a written preliminary notice shall be furnished to the Contractor at least thirty days prior to the expiration date of the Contract. (Such preliminary notice shall not be deemed to commit the City to renew.)
- B. Upon receipt of the City's preliminary notice, the Contractor shall, if desired, submit a letter agreeing to continue contract performance for an additional one-year period.
- C. Should the City exercise this option for renewal, the contract as renewed shall be deemed to include this option provision except that the total duration of this contract, including any renewals, shall not exceed five years.
- D. In all cases, contract renewals must be approved by the Oklahoma City Council, and sufficient appropriations shall have been made for the fiscal year for which the renewal is sought.

ATTACHMENT I

City of OKC Strong Neighborhoods Initiative (SNI) areas and their OKCPS feeder schools.



Question and Answers for Bid #RFP-OCITY-062 - Strong Neighborhoods Initiative, Out-of-school Time Youth Services 2018-2019

Overall Bid Questions

There are no questions associated with this bid.