



Section Two Request for Proposal



Long Term Space Lease & Health Services Operations

City of Mason

I. Description

The City of Mason is seeking a health services partner to provide synergistic health, sports performance enhancement and other medical and educational services, allied with its Community Center, subject to a long term lease for space in a build-to-suit addition to the existing Community Center structure. The services shall be based on an understanding of Mason's demographics as well as the demographics of the existing Community Center membership, and be designed to be complimentary to a Community Center operation and promote the growth and market success of such a fitness and community health operation.

II. Location

- The Community Center for Mason, Ohio is located at 6050 Mason-Montgomery Road, Mason, Ohio 45040. (adjacent to Mason High School)

III. Proposal Specifications

In accordance with the following general specifications:

- A. An original proposal and five (5) additional copies (total of 6 documents) are to be submitted and must follow the instructions identified in this Request for Proposal (RFP). An electronic file (using MS Word and Excel and PDF files as necessary) shall be submitted on a CD-ROM with the bound proposals. The CD shall include all materials submitted by Respondent in hard copy form.
- B. Respondents are responsible for delivery of their proposal. Proposals or proposal revisions received after the deadline may not be considered. Delivery of said proposal or questions concerning this Request for Proposal should be directed in writing to:

Jennifer L. Heft
Office of City Assistant Manager
6000 Mason-Montgomery Rd.
Mason, OH 45040
jheft@masonoh.org
FAX: 513-229-8511

DEADLINE: Proposals are due no later than 12:00 P.M. (local time) Friday, September 21, 2007; and may be rejected if submitted late.

- C. Any exceptions to the specifications or any other special considerations of conditions requested or required by the Respondent shall be enumerated by the Respondent and be submitted on the "Exceptions Form" as a part of the proposal. Respondents shall be required and expected to meet all specifications addressed in this Request for Proposal, unless any exceptions are duly noted on the proper form as previously described. Any such exception may be a basis for choosing another Respondent, at the sole discretion of the City.
- D. The following specifications are minimum requirements and nothing less than the specified standards will be accepted.
- E. The omission of any standard feature description shall not alleviate the Respondents from the responsibility of furnishing complete services. The Business Plan of the Respondent shall set forth the proposed services in sufficient detail as to allow the City to understand the programmatic intent.
- F. Since this is a Request for Proposal, the City of Mason reserves the right to:
 - 1. Accept or reject any or all documents or parts, to waive any technicalities or irregularities, and further reserves the right to request future proposals at its discretion.
 - 2. Contact any, all or none of the selected Respondents for clarification and/or modification of their proposal.
 - 3. Select or reject any of the alternatives as may be submitted by the Respondents, and to give added consideration to special or unusual features that may be included in the Respondent's proposal. Any proposal, in the opinion of the City of Mason, that is conditional, obscure, or contains irregularities of any kind, may be rejected.
 - 4. Negotiate any and all final terms of the proposal.

5. Postpone or cancel the award or execution of the contract for any reason prior to contract execution.
- G. Each Respondent that desires to be considered for the leasehold and the provision of services specified in this Request for Proposal must follow the format and instructions identified in this Request for Proposal. The information you provide is critical to the City's evaluation.

IV. RFP Procedures and Standards

Proposals are to be addressed to and received by:

Jennifer L. Heft
Office of City Assistant Manager
6000 Mason-Montgomery Rd.
Mason, OH 45040
jheft@masonoh.org
FAX: 513-229-8511

NOTE: Only faxed or emailed inquiries regarding the RFP will be accepted. Phone calls for this purpose will not be accepted.

By 12:00 P.M. (local time), Friday, September 21, 2007.

A. ESTIMATED PROCESS SCHEDULE:

Issue Request for Proposal: Friday, August 10, 2007
Pre-Proposal Meeting: Monday, August 20, 2007 (10AM – City Offices)
Proposal Due Date: Friday, September 21, 2007
Proposal Review Period: September 24-28, 2007
Short-List Interviews: Week of October 1-5, 2007
Final Selection and Award: Friday, October 19, 2007
Completion & Signing of Contract: By December 1, 2007
Programming & Planning of Facility: Dec. 1, 2007 – April 30, 2008
Permitting and Construction Period: May 1, 2008 – July 31, 2009
Occupancy and Commence Operations: August, 2009
Rent Commencement: Upon occupancy

The City of Mason shall use reasonable efforts to meet the above preliminary schedule, but said schedule shall not be a condition of Respondent's Proposal, except as qualified by Respondent in its Exception Form.

B. PROPOSAL INSTRUCTIONS

This section outlines the information that must be provided by the Respondent and the required format for the proposal. Any proposal not providing the required information or not completing all the necessary forms may be disqualified.

The following must be included with the proposal and conform to the specifications and form stated herein:

1. **Cover Letter** (To be executed by an officer of the Respondent entity and offering assurance of authority to make the offer). If a corporate resolution is necessary to convey to the transmitter the authority to make the offer sought by the RFP, the Cover Letter shall also refer to a copy of said resolution which shall then be attached thereto.
2. **Business Plan** (Provide sufficient detail to demonstrate assumptions by service line and total operational feasibility.) See Definition of "Business Plan" for additional detail. It is important that the document is convincing and clear, not necessarily lengthy.
3. **Recent Financial Statements** or Financial Reports sufficient to analyze the creditworthiness of the Respondent (Prior three years, audited and certified year-end financial statements are preferred)
4. **Completed Proposal Form** (form attached hereto as Exhibit A)
5. **Completed Exceptions Form** (form attached hereto as Exhibit B)
6. **Community Center Utilization Proposal** (form attached hereto as Exhibit C)
7. **References** - Include at least five (5) references with whom your organization has done business – other cities or governmental entities are preferred first. If there are not four comparable references Landlord and Joint Venture partner references may be included. References should be for projects of similar size and complexity. All references will be contacted and should be aware that the City will be contacting them. A Reference Questionnaire is attached hereto as Exhibit D.
8. **Director / Manager Resume** - Provide the resume of the person in your organization that will be primarily responsible for the ongoing operation of your space and programs in the Community Center Addition, especially with respect to compliance with the terms of this

RFP. If this person is not currently on staff set forth the qualifications to be used to fill the position.

9. **Medical Director Resume** - Provide the resume of the member of your medical staff that will provide oversight of all medical / clinical operations. If this person is not currently on staff set forth the qualifications to be used to fill the position.
10. **Additional Materials** - If the Respondent wishes to do so, additional research materials and other data may be provided to support the superiority of their services as proposed. Such additional materials are preferred in an electronic format.

C. DEFINITIONS

1. “Respondent” shall mean the qualified health services provider invited to this RFP and responding thereto according to its terms and conditions.
2. “Health Services” shall mean all medical treatment, rehabilitative, consultative and health education services proposed by the Respondent.
3. “Products” shall mean all medical products, consultative programs and equipment sold or offered for a fee to health services clients to further the purpose of the Respondent’s clinical objectives.
4. “Preferred Schedule” shall mean those hours of operation set forth in the Tenant’s Community Center Utilization Proposal as a requirement of their proposal.
5. “Minimum Schedule” shall be a minimum of ten (10) hours per day at such days and times when the Community Center is also open. Minimum schedule shall be six days per week.
6. “Core Services”: Services identified by Respondent/ Tenant hereof that are the critical basis of their proposal and identified as core services under their Business Plan, submitted as part of the response to this RFP.
7. “Business Plan” shall mean an abbreviated document prepared by Respondent as and submitted as part of its response to this RFP, setting forth at least the following: Executive Summary, Organizational Plan (especially services, products and staffing), Marketing Plan (especially advertising and sales strategies), Financial Plan (especially

a financial model demonstrating total feasibility and covering the first three years of operations).

8. "Leasehold" shall mean the long term lease for space in the Community Center addition to be entered into by the successful Respondent.
9. "Primary Term" shall mean the first twenty years of lease term.
10. "Extension Term (1, 2, 3)" shall mean a subsequent period of five years granted as a right of extension of term to Tenant. Extension Term 1 shall then refer to the first period of five years of extension.
11. "Location" shall mean the Community Center of the City of Mason and its Additions during the duration of the contract.
12. "Rent" shall mean payments from Tenant to the City of Mason as a condition of occupancy. Rent shall be comprised of "Minimum Rent, Additional Rent and Expense Reimbursement."
13. "Minimum Rent" shall mean that portion of Rent that is a minimum requirement of this RFP. Minimum rent shall be calculated as a direct capitalization of cost.
14. "Additional Rent" shall mean rent that has been proposed by Tenant, pursuant to the requirements of this RFP, which is a rent premium above minimum rent and evaluated as part of the determination of award of this RFP.
15. "Expense Reimbursement" shall mean the reimbursement of the City by the Tenant for "Common Expenses" associated with operating the Addition and Community Center of which Tenant shall pay its pro rata share, and any direct expenses incurred by the City pertaining to the operation and maintenance of the real estate that are incurred for the sole benefit of Tenant, as well as tenant's share of repairs based on its submitted Utilization Plan.
16. "Common Expenses" shall mean expenses that are customary to the operation and maintenance of real estate, which also benefit all tenants of the Addition or Community Center.
17. "Direct Capitalization of Cost" shall mean the method of calculating minimum rent where a capitalization rate is multiplied by "Total Tenant Improvement Cost" to yield an annual rent payment.

18. "Total Tenant Improvement Cost" shall mean the total cost of interior improvements within the Community Center Addition ("Addition") that is leased by Tenant, plus a pro rata share of the cost of the core and shell of the Addition, where the share is equal to a fraction where the total square footage of the Addition is the denominator and the leased footage of Tenant is the numerator.
19. "Minimum Square Footage" shall mean the minimum number of square feet that must be leased by Tenant as a requirement and condition of this RFP. Said minimum square footage shall be 10,000 square feet.
20. "Square Feet" shall mean rentable square feet as defined by the Building Owners and Managers Association and promulgated by ANSI.
21. "Tenant" shall mean the Respondent entity or company that enters into a lease with the City of Mason on space in Community Center and/or an addition thereto as set forth in this Request for Proposal.
22. "Signage Rights" shall mean the right afforded the selected Respondent to place reasonable, code compliant Tenant signage upon the exterior of the Addition. Such signage shall be subject approval of the City of Mason, subject to agreements with Mason City Schools regarding such matters.
23. "Additional Development Commitments" shall mean additional commitments to future projects by Respondent within the City of Mason. Such additional commitments shall only be set forth by Respondent if they have been materially ratified by Board affirmation or an executive of sufficient financial and organizational authority to carry them out. Explanatory detail of such future projects is understood to be in keeping with their stage of planning when the Respondent is answering this RFP. Any such representation must be in good faith.
24. "Additional Incentives" shall refer to any offer of cash or non-cash benefits to the City of Mason that is not part of Rent and not included as an Additional Development Commitment.
25. "City" shall mean the City of Mason.

D. AWARD CRITERIA

City of Mason personnel, on the basis of evaluation criteria listed below shall review completed proposal and qualification documents. The evaluation criteria is:

1. Compliance with RFP specifications
2. Agreement to all Leasehold Terms and Conditions herein
3. The amount of Additional Rent proposed by Respondent.
4. Nature and Extent of Additional Development Commitments
5. Nature and Extent of Health Services
6. Nature and Extent of Additional Incentives
7. Total combined financial value of the proposal
8. Experience with similar facilities
9. Evaluation of Financial Strength of the Respondent
10. Quality and thoroughness of the submitted Business Plan
11. Nature and Extent of any Exceptions

E. LEASEHOLD TERMS AND CONDITIONS

1. The City of Mason is soliciting a leasehold relationship for a minimum of twenty (20) years, with the option of three (3) additional option periods of five (5) years for a total of thirty five years (35) years. If awarded, the Respondent will execute a lease with City for space to be constructed adjacent to its existing Community Center.
2. Health Services of Respondent shall include such services as are complimentary to the demographics of the Community Center membership and the City of Mason, including at minimum a mix of clinical, rehabilitative, sports performance enhancement and educational services. The Community Center is located adjacent to Mason City High School. Services to the high school are outside the scope of this RFP. Subject to the terms of the prospective lease and the terms of this RFP, the Respondent is not prohibited from offering services that may include students of the High School at hours and circumstances subject to the sole approval of Mason City Schools.
3. During the Primary Term of the Lease, the factor to be used for Direct Capitalization of Total Tenant Improvement Cost and the Calculation of Minimum Rent shall be 9%. (Example: If Total Tenant Improvement Cost were \$1,000,000, annual minimum rent would be $1,000,000 \times .09 = 90,000$.)

4. Rent during Extension Terms shall be calculated by multiplying the final annual rent of the prior leasehold term by one plus the percentage of increase of the Consumer Price Index during the prior 12 months, using most recently published CPI indexes.
5. The Leasehold shall not be subject to cancellation, reduction or expansion by the Tenant during the Term, except that Tenant shall have the option of changing the specific array of services (subject to approval by City, which approval shall not be unreasonably withheld). Such notice of intent to change Health Services must be subject to six months advance notice.
6. Tenant shall make monthly payments of Rent to the City of Mason during the term and shall pay estimated Expense Reimbursement therewith. The amount of expense reimbursement shall be estimated on an annual basis and Tenant will pay on the basis of that estimate by City. At the end of each year a reconciliation shall be completed by City to calculate the difference between its estimate and actual expenses of the period. The Tenant shall then pay to City any deficiency representing the underpayment of expenses, or City shall refund to Tenant any overpayment.
7. Tenant shall operate according to the Minimum Schedule unless Tenant's proposal has been accepted by the City of Mason subject to Tenants Preferred Schedule.
8. The Leasehold Square footage shall be a minimum of 10,000 square feet, although the Tenant may propose the renting of additional square footage as an Additional Incentive.
9. Tenant shall not fail to operate (providing agreed health services) according to the Minimum Schedule (or Preferred Schedule if accepted) within the space during the Primary Term or any Extension Term thereof. Failure of the Tenant to continuously operate according to the minimum schedule shall constitute a default of its lease.

F. INVOICES/STATEMENTS

1. The City of Mason shall ***not*** provide a monthly invoice for Rent. Monthly payment of Rent shall be due without demand.
2. City will invoice periodically, as may be required, for such costs of operations and maintenance that are incurred exclusively for Tenant and not included in Rent.

3. City will set forth an estimate of first year expense reimbursement under the lease and include same in the text of the lease.
4. City will notify Tenant in advance of each year of the amount of monthly expense reimbursement to be paid during that year as part of Rent. For the purposes of calculation, a "year" for expense reimbursement calculation shall be the fiscal year of the City of Mason.
5. The statement setting forth the annual reconciliation of expense reimbursement to actual expenses shall be provided to Tenant within 90 days of the end of the City's fiscal year. Payment for any deficiency shall be due within 30 days of receipt of said statement and accompanying invoice.

G. ADDITIONAL TERMS AND CONDITIONS

1. Health Services shall not include abortions, birth control services or other reproductive services, including educational, counseling or advisory services pertaining thereto, drug and alcohol counseling or treatment, mental health services pertaining to anger management, youth offender treatment, or services rendered to persons in court mandated counseling or treatment of any sort.
2. Tenant shall assure that any and all health services shall be both managed and provided by qualified personnel.
3. At a minimum, programming and provision of all services shall be subject to the supervision and periodic review of a physician licensed in the State of Ohio.
4. Tenant shall assure that all required forms of insurance pertaining to operation of such health services facilities are maintained in place at all times during the term of the Lease, including but not limited to: malpractice insurance, liability insurance, insurance on the contents of leased space, and others as appropriate.

H. ADVERTISING & PUBLIC INFORMATION

1. The City hereby grants to Tenant the right to advertise its services at the Location. Tenant and City will confer at least annually regarding any advertising pertaining to the programs of Community Center or health services of Tenant and assure maximum coordination and benefit of efforts of each. City shall have a right of review and approval of any proposed advertising by Tenant of its services in the Addition.

2. Both parties will mutually agree on the size and location of any Tenant signage. Subject to any signage regulations, Tenant shall have an exclusive right to tenant identification signage on the exterior of the building. City of Mason shall have a right of review and approval of said signage, which approval shall not be unreasonably withheld.
3. The Tenant acknowledges that all information regarding the Addition and the transaction pertaining thereto shall be in the public domain and accessible to the general public.

I. USE OF THE EXISTING COMMUNITY CENTER BY TENANT

1. Pursuant to its lease within the addition to the Community Center, the Tenant shall be entitled to utilize any or all of the facilities of the Community Center in order to provide its services to Community Center members or others, subject to the terms of an approved Community Center Utilization Proposal, made a part of the RFP response.
2. Tenant may provide services to persons that are not members of the Community Center under the following terms and conditions:
 - a. Tenant shall provide such non-member persons (as appropriate) with information regarding the services of the Community Center and its terms of membership.
 - b. Such services shall be among those also offered to members and agreed to by the City.
 - c. Tenant shall display Community Center information in its space for ready access by its invitees and guests.
 - d. Services to non-members shall not utilize spaces within the Community Center, except on a trial basis for a limited time, after which membership in the Community Center shall be a condition of continued use. The description of such trial basis utilization shall be set forth in the Community Center Utilization Proposal and subject to negotiation as part of the development of a final lease agreement, subject to the foregoing restriction of services that may be offered.
 - e. Tenant may provide agreed health services to non-members without restriction by City if the non-member does not utilize the Community Center facility and rather uses only the leased premises of Tenant.

3. Tenant shall set forth a Community Center Utilization Proposal as part of its response to this RFP, detailing which portions of the Community Center the Tenant wishes to use, the schedule thereof, and under what terms and conditions. A format for this portion of the proposal is provided and attached hereto as Exhibit C.
4. Tenant shall assure that appropriate insurance coverage shall be in place pertaining to its use of the Community Center, being of such scope and coverage as to be satisfactory to the insurance carrier for the City of Mason and to also assure that the use by Tenant shall not result in an increase of premium to the City due to Tenant's use.
5. At the conclusion to any exclusive use of the facility or portions thereof, Tenant shall (at the sole discretion of City) jointly inspect said exclusively used area to assure that equipment in facilities are in usable condition and ready for general use.
6. As part of Expense Reimbursement, Tenant shall participate financially in repair and maintenance of equipment in a manner equal to its pro rata usage. If equipment is located in an area (that according to the Community Center Utilization proposal – as accepted by City) used by Tenant 20% of the time, then Tenant shall pay 20% of said costs. If the equipment is in an area that (according to the Community Center Utilization Proposal – as accepted by City) is used by Tenant 50% of the time, then Tenant shall pay 50% of such costs. Equipment replacement within the Community Center shall be the sole responsibility of the City of Mason. Because equipment subject to this RFP has been in service prior to the commencement of any lease by Tenant, the Tenant shall only be liable for 50% of the calculation of repair and maintenance liability based on the Utilization Proposal for the first three years of the Lease, and 100% of the calculation thereafter. The City may invoice Tenant for such charges regularly and periodically as incurred, but shall not include such charges in the annual estimate of expenses used to calculate Tenant's Expense Reimbursement portion of Rent (paid monthly), if City elects to bill such charges when incurred.
7. A calculation of cumulative pro rata utilization shall be calculated using Tenant's Utilization Plan as adopted. Any common expenses included in tenant's pro rata share of expense reimbursement shall either be calculated using this method of apportionment or using Tenant's pro rata share of occupancy of the Community Center based on square footage, whichever is greater. For example, snow removal is not attributable to any particular area of the Community Center. Tenant would therefore pay its pro rata share of such expense equal to their

percentage of the entire facility that they occupy. Any such services as is billed to Tenant on a pro rata basis shall be apportioned in a manner equal to the Tenants relative square footage compared to all that receive the service.

J. MEDICAL AND CLINICAL SERVICES BY TENANT

1. Tenant shall not offer services that are not mainstream procedures or treatments the efficacy and safety of which are not recognized by relevant medical associations and governing authorities.
2. The services of Tenant may include clinical trials or other new or innovative procedures provided that such procedures do not engender public controversy and are also approved by (a pertinent internal board rendering clinical advisory to Tenant and the) Medical Director of Tenant. City shall have an approval of any such procedures that would/ could put the reputation of the Community Center at risk. Such risk shall be deemed to exist on the basis of how an ordinary non-medically trained person of the community would / does perceive the ethical, moral basis or credibility of the treatment or procedure. The Tenant shall have ultimate responsibility for misjudging community response to a procedure or treatment that creates a public relations or other risk for the City. The City may demand that such procedures or treatments that create such negative publicity shall immediately cease to be offered in the premises, without any financial liability to City. Negative press or complaints of Center members or the general public (as solely evaluated by City) may be provided as sufficient evidence of a justification to call for termination of any such program, treatment or procedure.
3. Tenant shall maintain standards of service and approaches to clinical operations that will allow it to be successful in achieving certification of ambulatory center operations by the Joint Commission (JCAHO). If this standard for operations has implications for the Community Center, Tenant shall make such operational and financial implications clear to City and pursuit of certification shall then be subject to mutual agreement. If Certification potential does not exist, this requirement shall not apply.
4. Tenant shall hold City harmless for all outcomes of treatment practices generally and in the particular cases of all patients, and shall defend City against any and all such lawsuit liabilities pertaining thereto, and use best efforts to eliminate the City as a defendant in any civil action. Such defense of City shall include all costs of litigation and any judgment resulting therefrom that is directly related to methods of

treatment or conduct of Tenant's medical staff or other employees. Tenant shall assure that City has no financial liability of any sort whatsoever for any treatment decision or related outcome due to actions of Tenant.

K. COMMON EXPENSES OF THE COMMUNITY CENTER

1. Tenant's payment of Expense Reimbursement costs shall include (but not be limited to) the following expenses:
 - a) Utilities (not paid directly by tenant)
 - b) Administrative Expenses
 - c) Salaries and Staff Expense
 - d) Building Maintenance & Repair
 - e) Roads & Grounds Maintenance & Repair
 - f) Equipment Maintenance & Repair
 - g) Cleaning Costs (of the Community Center, not paid directly by Tenant)
 - h) HVAC Maintenance & Repair
 - i) Security & Life Safety Maintenance & Repairs
 - j) Other items that are customarily a real estate operations expense
 - k) Real Estate taxes as applicable
 - l) Property and Operational Insurance costs
2. City shall not be responsible for any variation of costs among individual expense items, but shall use reasonable efforts to cause actual expenses to not exceed estimated expenses for the year. Costs shall not be subject to exclusion from reimbursement by Tenant provided such costs are incurred based on customary practice or based on actual need for repair or maintenance. Tenant shall only be liable for actual expenses as a total.

L. COMMUNICATIONS AND REPORTING OF THE TENANT

1. Tenant shall communicate service volume and gross revenues to City on a quarterly basis. Such reporting shall include the list of services included in the Business Plan as included with the RFP response.
2. Tenant shall communicate any need for repair or maintenance promptly to City.
3. Tenant and City shall meet on a monthly basis to discuss current status of operations and review future plans of the parties.

RFP 7/5/2007

-END-

Exhibit A
PROPOSAL FORM

Proposing Entity Name: _____ (“Entity”)

Entity Address: _____

Officer/ Contact: Name: _____

Address: _____

Email: _____

Phone: _____

Initial Each Accepted Statement

Fill Blanks as Appropriate

_____ Entity agrees to calculation method of Minimum Rent in the RFP.

_____ Entity agrees to all other terms and conditions without Exceptions

_____ Entity agrees to terms and conditions WITH Exceptions and is submitting a completed Exception Form herewith.

_____ Entity proposes Additional Rent of \$ _____ per year

_____ Entity proposes Additional Rent equal to additional direct capitalization percentage of _____% (added to the Direct Capitalization Rate of 9% and used to calculate annual rent).

_____ Entity proposes Additional Rent in the form of a lump sum payment made at substantial completion of Tenant’s premises, in the amount of \$ _____.

_____ Entity proposes Additional Rent as follows: _____

Proposed Additional Development Commitments

_____ Entity proposes its intention to complete additional projects within the boundaries of the City of Mason as set forth in the attachment entitled: "Additional Development Commitments," City of Mason, RFP for Leasehold and Health Services, Addition to the Community Center, [date]. (Include project description, approximate capital cost and annual payroll, plus estimated date of opening)

_____ Entity makes no offers of Additional Development Commitments

Proposed Additional Incentives

_____ Entity proposes additional incentives to the City of Mason to accept its proposal. This additional Incentive (may be non-cash in nature, programs and services rendered without cost to the City or discounts in services to the City, etc.). Such incentives are set forth in the attachment entitled: "Additional Incentives," City of Mason, RFP for Leasehold and Health Services, Addition to the Community Center, [date].

_____ Entity makes no offers of Additional Incentives

[This space is intentionally blank. This offer is authorized by placement of an authorizing signature by an officer of the entity on the following page.]

Proposal Form, page three

ACCEPTANCE AND CERTIFICATION

If chosen by the City of Mason, the undersigned does, with the authority of the above-referenced entity, propose to enter into a lease with the City of Mason for space in an addition to be constructed by the City and attached directly to the City's Community Center, and provide the additional payments and incentives set forth above, complying with all terms of the RFP entitled: "Long Term Space Lease & Health Services Operations" and dated _____, except as set forth in the Exceptions Form.

Signature: _____

Printed Name: _____

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the subscriber, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did hereunto subscribe his name to the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 200__.

NOTARY PUBLIC

Exhibit B
Exceptions Form

Proposing Entity Name: _____ (“Entity”)

Entity Address: _____

Officer/ Contact: Name: _____

Address: _____

Email: _____

Phone: _____

Changes to the Terms of the RFP

If changes are required - attach a sheet hereto organizing changes as in the following example:

Respondent Initials	Citation	Existing Language Subject to Change	Proposed Language
	i.e. Section IV. F. 1.	The City of Mason shall <i>not</i> provide a monthly invoice for Rent. Monthly payment of Rent shall be due without demand.	The City of Mason shall <i>shall</i> provide a monthly invoice for Rent.

_____ No Exceptions to the Terms of the RFP are attached hereto.

Additional Terms or Conditions of the Proposal

_____ No additional terms or conditions to the RFP are attached hereto.

_____ Additional terms and conditions are attached as a part of the above-referenced entity's response to the RFP entitled: "Long Term Space Lease & Health Services Operations" and dated _____.

ACCEPTANCE AND CERTIFICATION

If chosen by the City of Mason, the undersigned does, with the authority of the above-referenced entity, propose the above exceptions (changes, additions or conditions) to the terms and conditions of the RFP entitled: "Long Term Space Lease & Health Services Operations" and dated _____. The Proposal Form pertaining to this RFP has also been completed and the Exceptions set forth herein are conditions of the Proposal. The Proposal Form has been appropriately marked to indicate that these Exceptions are being provided.

Signature: _____

Printed Name: _____

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the subscriber, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did hereunto subscribe his name to the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, _____, 200_____.

NOTARY PUBLIC

Exhibit C
Community Center Utilization Proposal

Proposing Entity Name: _____ (“Entity”)

Entity Address: _____

Officer/ Contact: Name: _____

Address: _____

Email: _____

Phone: _____

The attached Utilization Plan for the Community Center is proposed by the above-referenced entity to be included as a right of its leasehold in the Community Center Addition to be constructed by the City of Mason and house the premises of Tenant. The utilization plan shall be organized as follows:

Area Reference	Service Line to Use the Area	Describe the Nature of the Use	Position/ Qualification of Staff Using the Area	Proposed Schedule for Use
[use the map of the center to mark and label the area as appropriate]	[use the name of the service line as in the Business Plan]	[indicate what will be done in the area and whether exclusive control of the area is required during this use]	[use the position title from the staffing plan as contained in the Business Plan]	[indicate the days and hours of the use, sufficient to calculate annual percentage of use of the area]

The above table may also be used to describe general access and use of the entire facility on some schedule. Be certain that the schedule is clear and whether the use is exclusive of or concurrent with ordinary Community Center operations for members.

Limitation of access by Community Center members will be a critical criterion in the evaluation of the Proposal.

ACCEPTANCE AND CERTIFICATION

If chosen by the City of Mason, the undersigned does, with the authority of the above-referenced entity, propose the attached utilization plan for the existing Community Center, subject to the conditions of the RFP entitled: **“Long Term Space Lease & Health Services Operations”** and dated _____.

Signature: _____

Printed Name: _____

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the subscriber, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did hereunto subscribe his name to the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, _____, 200__.

NOTARY PUBLIC

Exhibit D
Reference Questionnaire

1. Please explain your company's relationship with [Respondent Entity Name]?
2. How long have your two companies been working together in this fashion?
3. What services has [Respondent Entity Name] provided to your company?
4. What is the financial magnitude of the project between your companies?
5. Are you the person with your company that is responsible for managing the relationship with [Respondent Entity Name]?
6. What challenges have you faced in working with [Respondent Entity Name]?
7. How responsive and decisive is [Respondent Entity Name] when faced with operational problems? Can you give one example?
8. What do you consider to be the organizational or operational strengths of [Respondent Entity Name]?
9. What weaknesses of [Respondent Entity Name] have you discovered by working with them?
10. How do you evaluate the success of your business relationship with [Respondent Entity Name]? Has the relationship been a success on those terms?

If one of your references prefers to provide written responses instead of participating in a phone interview, they may provide answers to the above questions in writing and mail directly to the City of Mason with the Notarized Reference Affidavit.

Reference Affidavit

I, the undersigned, have completed the attached responses to reference questions provided to me by _____. The answers reflect my thinking regarding these questions and no one with _____ has supplied suggested answers or authored any portion of the attached. Further, I have not in any way allowed a representative of _____ to preview, edit or comment regarding my answers prior to their being mailed to the City of Mason. I have provided these answers freely, without compulsion or inducement by _____.

_____ I am willing to answer follow up questions regarding my answers.

_____ I am not willing to answer follow up questions regarding my answers.

Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Phone #: (____) _____ Ext: _____

Email: _____

STATE OF _____)
) ss:
 COUNTY OF _____)

BEFORE ME, the subscriber, a Notary Public in and for said County and State, personally appeared _____, who acknowledged that he did hereunto subscribe his name to the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, ____, 200__.

 NOTARY PUBLIC