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**REQUEST FOR PROPOSAL  
FOR LEASE TO PROVIDE  
OUTPATIENT CLINICAL SERVICES FOCUSING ON  
PHYSICAL THERAPY, CARDIAC REHAB AND OTHER  
THERAPY SERVICES**

**at  
Hartsfield YMCA  
3507 Amazonas  
Jefferson City, Missouri 65109**

**Issued May 1, 2022  
Please call Craig Lammers at (573) 761-9011  
or email him at [craigl@jcymca.org](mailto:craigl@jcymca.org) to schedule a walk-through of the  
available space.**

**Proposal Submissions Are DUE by hard copy submission by 5:00 p.m., CST,  
on June 30, 2022 to:**

**Craig Lammers, Chief Executive Officer  
Jefferson City Area YMCA  
525 Ellis Boulevard  
Jefferson City, Missouri 65101**

**Please Label Submission with Proposer's Name and Address and  
"Sealed Proposal – Outpatient Clinical Services"**

**JEFFERSON CITY AREA YMCA  
REQUEST FOR PROPOSAL  
OUTPATIENT CLINICAL SERVICES LEASE**

**I. OVERVIEW**

Jefferson City Area Young Men's Christian Association dba Jefferson City Area YMCA ("YMCA"), a Missouri not-for-profit corporation, is requesting proposals for a lease to provide outpatient clinical services, including physical therapy, cardiac rehabilitation and other therapy services at the Hartsfield YMCA located at 3507 Amazonas, Jefferson City, Missouri 65109 ("the Premises" or "the Facility"). YMCA seeks to provide community members with a convenient location to receive therapy services and to build a strong relationship between the YMCA and the selected provider with a focus on improving the well-being of our community.

YMCA anticipates awarding a contract to the selected provider no later than July 31, 2022.

Proposals may not be withdrawn or accepted after the time and date set for proposal closing.

All proposals are legal and binding. YMCA shall not allow a proposer to modify or alter its proposal after the deadline for submission of proposals. This provision will not prevent YMCA from seeking clarification from proposers as may be necessary during the evaluation section of this Request for Proposal ("RFP").

All proposals submitted on or before the due date become property of YMCA and shall not be returned to the proposer.

All proposals are private documents and will not be shared or made public in any way.

**II. SUBMISSION DUE DATE; DELIVERY; COPIES; COSTS**

**A. Due Date**

All original submissions and three copies are due by hand-delivery or mail to YMCA's Chief Executive Officer, Craig Lammers, on or before June 30, 2022 at 5:00 p.m. CST. Any submissions received after the above stipulated due date and time will not be considered, will be rejected, and will not be returned.

**B. Delivery**

It shall be the sole responsibility of the proposer to have the submission delivered for receipt as specified herein. If a submission is sent by U.S. Mail, by an overnight delivery service, by courier, or by any other means, the proposer shall be responsible for its timely delivery.

Submissions shall be addressed and delivered to:

Craig Lammers  
Chief Executive Officer  
Jefferson City Area YMCA  
525 Ellis Boulevard  
Jefferson City, Missouri 65101

### C. Cost

All costs incurred in connection with responding to this RFP, and the evaluation and selection process undertaken in connection with this procurement, and any subsequent negotiations with YMCA, shall be borne solely by the proposer submitting its response. No claims shall be made for reimbursement of expenses as to any stage of the submission preparation or selection process.

## III. LEASE AND SERVICE DETAILS

**A. Exclusive Space.** The selected provider can choose to lease up to three of the four offices in the upper floor and the room on the lower floor at Hartsfield YMCA and as designated on the Premises diagram attached as Exhibit A:

- Upper floor – Office 1 - 296 sq. ft.
- Upper floor – Office 2 - 100 sq. ft.
- Upper floor – Office 3 - 155 sq. ft.
- Upper floor – Office 4 - 170 sq. ft.
- Lower floor – Room - 550 sq. ft.

**B. Shared Space.** The selected provider can choose to lease any of the following shared spaces at Hartsfield YMCA as designated on the premises diagram attached as Exhibit A:

- Fitness Center – 1/3 of 9,019 sq. ft. or 2,976 sq. ft.
- Group Exercise Room – 1/3 of 4,820 sq. ft. or 1,591 sq. ft.
- Multipurpose Room – 1/3 of 2,450 sq. ft. or 809 sq. ft.
- Group Training Room – 1/3 of 2,254 sq. ft. or 649 sq. ft.

The selected provider will be allowed to use the entire square footage of any leased shared space. However, the cost for use of such shared space shall be calculated based on 1/3 of the area's total square footage set out on Exhibit A.

**C. Equipment.**

- YMCA equipment may be used for selected provider's outpatient clinical services.
- Selected provider equipment will be the sole expense of the selected provider and must be properly maintained by selected provider.
- Selected provider's quantity of equipment and placement of equipment must be approved by YMCA.
- Selected provider will provide access to selected provider equipment to YMCA members in shared areas when not in use by selected provider.

**D. Condition and Delivery of Premises.** YMCA will deliver possession of the Premises no later than the Commencement Date set forth under Section V subject only to selected provider's improvements approved by YMCA. Selected provider has had an opportunity to inspect the Premises, to its satisfaction, and by taking possession will be deemed: (a) to have accepted the Premises "AS IS", and (b) to have represented, to the best of its knowledge and belief, that the rest of the Premises is then in the condition and state of maintenance and repair as required to perform selected provider's services.

**E. Use of Facility and Common Areas.** Selected provider will have the license, during the term of the lease ("Term") and subject to the provisions of the lease, to use those entranceways, lobbies, corridors, elevators and stairwells, lavatories at the Facility, including the surrounding drives, and grounds, in all cases as designated by YMCA from time to time in accordance with the lease (collectively, "Common Areas"), in common with YMCA and other tenants, occupants, and users of the Facility and their respective agents, licensees, and invitees. YMCA will be in exclusive control of the management and operations of the Common Areas. YMCA may alter and temporarily close portions of the Facility, including the Common Areas, and change rules and regulations applicable to the Common Areas. Selected provider's rights related to parking spaces are set out on Exhibit B as Nos. 1-5.

**F. Renovations/Construction.**

- Selected provider is responsible for renovations/construction required to meet its needs.
- All of selected provider's renovations/construction must be approved by the YMCA prior to such renovations/construction occurring.
- Base Rent accepted by the YMCA set forth under Section III.J. and any Charges set forth on Exhibit C payable by selected provider shall be due as of the Commencement Date regardless of whether selected provider's renovations are complete.

- G. Utilities.** YMCA will make available at the Premises connections to basic utility services that are reasonably adequate based on the normal occupancy and use of the Premises. The YMCA and selected provider will procure and pay for those utilities designated as its responsibility on Exhibit C. In the event any utilities initially are not allocated to selected provider, YMCA may later require selected provider to pay its share of utilities during the Term of the lease if YMCA determines (in its sole discretion) that selected provider's use of utilities is beyond the anticipated average usage for the Premises. YMCA will in no event be liable for any interruption in utilities, but if any such interruption materially interferes with selected provider's occupancy and use of the Premises and lasts more than five (5) consecutive days then, unless selected provider was a cause of such interruption, Base Rent and any Charges will be equitably abated for the duration thereof.
- H. Security.** YMCA will provide key or card access to the Facility and will, at selected provider's request and selected provider's cost, provide extra or replacement keys or cards and re-key locks to the Facility from time to time. Selected provider will not make copies of any keys, nor may it re-key or alter any locks or install any additional locks, security systems, or other measures to restrict access without YMCA's prior consent, in which case it will ensure YMCA has access as required herein. YMCA reserves the right to install or change any locks or security systems at the Facility from time to time as part of its operation of the Common Areas; provided, that the parties acknowledge that YMCA is in no event responsible for any security or for criminal acts of any person at the Facility, and selected provider is solely responsible for the security and safety of its employees, agents, licensees, and invitees.
- I. Selected Provider's Property.** Notwithstanding anything herein to the contrary, YMCA is not responsible for selected provider's trade fixtures or personal property located at the Facility and not required to protect or insure the same against theft or damage, and selected provider is solely responsible for protecting and insuring the same and bears all risk of loss or damage. Selected provider is responsible for and will pay all property taxes on its property, as well as any taxes on its leasehold interest.
- J. Rent and Charges.** YMCA will accept proposed square footage rental rates and minimum rates for the locations on the Premises set out on Exhibit A from selected provider as set out on Exhibit D. No security deposit will be required for a lease of the Premises.
- 1. Payments.** Selected provider will pay rent and charges, if any, during the Term commencing on the Commencement Date. Selected provider will pay rent and any fixed monthly charges due for the first calendar month following the Commencement Date, in advance, by the Commencement Date, and it will pay any such fixed monthly amounts for each calendar month thereafter during the Term, in advance, by the first day of the month, without notice or demand (with all such monthly payments to be pro-rated for any partial calendar months at

the beginning or end of the Term). Selected provider's obligation to pay rent is an independent covenant, and all payments will be made without counterclaim, offset, or deduction, in lawful money of the United States, and made payable to and sent to the payment address for YMCA as set forth in the lease or as otherwise designated by the YMCA from time to time in writing.

2. **No Accord and Satisfaction.** No payment by selected provider or receipt and acceptance by YMCA of a lesser amount than is at any time due hereunder will be deemed or treated as other than part payment of the full amount then due, nor will any endorsement or statement on any check or any letter accompanying any check be deemed an accord and satisfaction. YMCA may accept any such partial payment without prejudice to its right to recover the balance due or pursue any other right or remedy.

## **K. Insurance and Indemnification.**

### **1. Lessor Insurance.**

YMCA shall maintain, during the Term, its own Special Risk property insurance on the Facility, including all Common Areas and the Premises (but not including selected provider's trade fixtures and personal property) and Commercial General Liability insurance. The Commercial General Liability insurance shall have limits of \$1,000,000 minimum per occurrence and \$3,000,000 general aggregate and shall include contractual liability. YMCA will provide selected provider with a certificate of insurance evidencing such coverage.

### **2. Lessee Insurance.**

Selected provider shall maintain, during the Term, Commercial General Liability. The Commercial General Liability shall have limits of \$1,000,000 minimum per occurrence and \$3,000,000 general aggregate, shall include contractual liability, personal injury liability, and property damage to rented or leased property. Selected provider is required to maintain coverages or self-funded program as stated and required to notify YMCA of a carrier change or cancellation within two business days of cancellation. Selected provider will provide YMCA with a certificate of insurance evidencing such coverage.

### **3. Responsibility for Damage; Indemnification.**

Selected provider will be responsible for any damage to the Premises or any systems, fixtures, furnishings, and equipment therein caused in whole or in part by any act or omission of selected provider or its employees, agents, representatives, contractors, or other licensees or invitees, in all cases except to the extent such damage is caused by the negligence of YMCA or its employee, agent, representative, or contractor. Each party to the lease will defend,

indemnify, and hold harmless the other party and such other party's governing board (as applicable), employees, and agents ("indemnified parties") against any and all claims, liability, or costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (except selected provider's trade fixtures and personal property), occurring in connection with or in any way incident to or arising out of the occupancy, use, services, or operations at the Facility pursuant to the lease, to the extent resulting from any default hereunder or breach of the terms hereof by such indemnifying party or from the negligent acts or omissions of such indemnifying party or its employee, agent, representative, or contractor. The YMCA and selected provider will defend, indemnify, and hold harmless the indemnified parties against any and all liability, claims, or costs of whatsoever kind and nature resulting from the release of any Hazardous Materials at the Facility by such indemnifying party or its employee, agent, representative, or contractor in violation of applicable law.

**L. Signage; Alterations; Liens.** Proposer shall submit any schematics for proposed signage for the outside of the Premises with mock lettering minimally including size, color, font and the proposed location with its submission as Exhibit E. Selected provider may not make any alterations, additions, or improvements at the Premises, including installation and attachment of any fixtures (other than trade fixtures), equipment, or finishes therein or installation of anything on, or any signage visible from the outside of the Premises (collectively, "Alterations"), in each case without YMCA's prior written consent, which will be in its discretion for exterior, structural or load-bearing, or otherwise material Alterations. All Alterations and associated work will be done at selected provider's cost, in a good and workmanlike manner, with good quality and new materials, and in accordance with plans, specifications, and conditions approved by YMCA. All Alterations, other than selected provider's trade fixtures and personal property (which will not be deemed to include any installed or enclosed cables), will be YMCA's sole property and will remain upon and be surrendered with the Premises at the end of the Term; provided, that if, when granting its consent to an Alteration, YMCA notifies selected provider that it reserves the right to require removal of the Alteration then, at YMCA's reasonable request, selected provider must remove such Alteration and restore the Premises at the end of the Term. Selected provider shall repair any damage caused by removing trade fixtures, equipment or personal property at the expiration or termination of the lease. Selected provider will pay in full for all work for which it is responsible at the Premises. Selected provider will not permit any lien of any kind, type or description to be placed or imposed upon the Facility, or the real estate on which it stands.

**M. Casualty/Condemnation.** If the Facility is so damaged by fire or other casualty as to render part or all of the Premises untenable, and it occurs within 180 days before the end of the Term or it cannot, in YMCA's reasonable judgment, be repaired and restored within 90 days after the date of such damage, or if YMCA does not receive sufficient insurance proceeds to repair and restore such damage, then either party may terminate

the lease as of the date of such damage by giving written notice within 30 days thereafter. If a substantial portion (meaning at least twenty five percent (25%)) of the Facility or Premises are taken by the power of eminent domain or condemnation, then either party may terminate the lease as of the date of taking by giving written notice within 30 days thereafter; in all cases of condemnation, YMCA will be entitled to the entire condemnation award. If the lease is not terminated following damage or condemnation, then YMCA will repair and restore the Facility as promptly as reasonably practicable (not to exceed 90 days) and Base Rent and any Charges will be equitably abated for the duration of the untenability or other material interference with selected provider's occupancy and use of the Premises. Selected provider may terminate the lease if YMCA fails to so repair or restore the Facility within such time period, subject to force majeure.

**N. Access/Quiet Enjoyment.** YMCA may, during normal business hours and upon reasonable prior notice (except in an emergency, when it may be at any time and with only so much notice as practicable in the circumstances), enter the Premises: (a) for reasonable inspections or pursuant to the exercise or performance of its rights or obligations under the lease, (b) in connection with proper maintenance, repairs, and renovations of the Facility, and (c) during the last 120 days of the Term, in order to show the Premises to prospective tenants; provided, that YMCA will use reasonable efforts to minimize disruption of selected provider's business, and if YMCA, in performing any work in the Premises, causes part or all of it to be untenable then, unless selected provider was the cause of such work, Base Rent and any Charges will be equitably abated for the duration and to the extent of such untenable conditions. If selected provider has fully performed all of its obligations hereunder, and subject to the terms and conditions herein (including any Restrictions), it will have quiet enjoyment of the Premises, free from interference by YMCA or anyone claiming by or through YMCA.

**O. Use.** Selected provider will use the Premises only for providing outpatient clinical services and normal and customary incidental purposes, and for no other purpose without YMCA's prior written consent in its discretion, and subject to all other provisions of the lease.

**1. Other Restrictions and Rules at the Facility.** Selected provider acknowledges that the Facility is subject to easements, covenants, and restrictions which are of record (collectively, as may be hereafter amended, "Restrictions") and that YMCA may promulgate rules and regulations applicable to part or all of the Facility (as may be hereafter amended, "Rules"). YMCA may adopt or amend Rules from time to time after the Effective Date; provided that any changes applicable to the Premises made without selected provider's consent must be reasonable and non-discriminatory and not materially adversely affect selected provider's rights hereunder. Selected provider agrees that the lease and its rights hereunder will be subordinate to the Restrictions; that any failure on its part to abide by the same in its use of the

Premises will constitute a selected provider default enabling YMCA to terminate the lease; and that, without limiting the generality of the foregoing, selected provider will comply with the same except to the extent they impose payment, reimbursement, indemnification, or similar obligations that conflict or are inconsistent with its obligations hereunder. Selected provider will comply with Rules attached hereto as Exhibit E. Such Rules also will be attached as an exhibit to the lease and provided in writing from time to time to selected provider; provided, that notwithstanding anything to the contrary therein, it will in no event be subject to any Rules to the extent the same conflict or are inconsistent with its rights and obligations under the lease.

2. **Requirements for Activities at the Facility.** Selected provider will, and will cause its employees, agents, licensees, and invitees to, in their respective use of and activities at the Facility: (a) comply with the Restrictions and Rules as described in the preceding paragraph; the reasonable requirements of YMCA's insurer provided in writing; and all applicable laws, ordinances, codes, rules, regulations, policies, licenses, permits, decrees, and orders of any governmental authority as amended from time to time (collectively, "Applicable Requirements"); (b) not receive, keep, store, handle, use, emit, discharge, or otherwise release any Hazardous Substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., as amended (including the regulations promulgated thereunder at 40 CFR Part 302.4, as amended), or any other substance or material that is a pollutant or considered hazardous, dangerous, or toxic under any Applicable Requirements (collectively, "Hazardous Materials"), other than de minimis amounts as customarily used in a normal office environment that are used in compliance with all Applicable Requirements; and (c) take reasonable steps to minimize noise, vibration, odor, fumes, trash, and the like and in all events not commit any waste, nuisance, or noxious use or otherwise unreasonably interfere with the proper operation of the Facility.

- P. Selected Provider Duties.** Selected provider is responsible, at its cost, for (a) performing any and all duties designated as its responsibility on Exhibit C ("Basic Duties and Services") hereto, and (b) otherwise taking good care of the Premises and keeping it in good condition, free from all defects, hazards, and nuisances resulting from selected provider's occupancy or use, ordinary wear and tear, damage by casualty, and any work that is YMCA's responsibility under a lease excepted. Selected provider is also responsible for: (i) procuring and maintaining any licenses required for its occupancy and use of the Premises under applicable law, (ii) performing, in compliance with Section III.L., any upgrades or improvements necessitated by its particular use of or activities at the Premises not contemplated herein or by a normal occupancy and use of the Premises (e.g., to accommodate any special needs of its employees, agents, licensees, or invitees) or, at YMCA's election, reimbursing YMCA for the actual, reasonable cost of such upgrades or improvements, (iii) reimbursing YMCA for the actual, reasonable cost of any YMCA duties caused solely due to any misuse of

Premises constituting negligence or breach by selected provider at the Premises; and (iv) giving prompt written notice of any defective, hazardous, or nuisance condition, or any other matter requiring maintenance, repair, or attention, at the Premises.

**Q. Defaults and Remedies; Termination; Liability.**

- 1. Selected Provider Defaults.** Selected provider will be in default in the event that it: (a) fails to pay any rent or charge due within 10 days after written notice of delinquency; (b) fails to fully perform any of its other covenants or obligations hereunder and such failure is not cured within 30 days after written notice of default; (c) has a receiver, trustee, or creditor appointed for or to take possession of, or has an attachment, execution, or other judicial seizure of, its operations or interest in the Premises, makes a general assignment for the benefit of creditors, or files or has filed against it a petition for relief under the U.S. Bankruptcy Code or any analogous state law; (d) vacates or abandons the Premises for more than 30 consecutive days; or (e) dies or becomes permanently disabled (in the case of an individual) or dissolves or liquidates (in the case of an entity).
- 2. Remedies for Selected Provider Defaults.** Upon the occurrence of a selected provider default:
  - a) YMCA may immediately re-enter and repossess the Premises and terminate a lease, or re-enter and repossess the Premises without terminating the lease, in its discretion, without further notice and without prejudicing its right to recover from selected provider all rent and charges then due or to become due during the Term. In either such event, YMCA may re-let the Premises in its discretion and, if so, may recover from selected provider the difference between the rent and charges under the lease and the amount of corresponding rents obtained by such re-letting, less the costs and expenses reasonably incurred by YMCA in such re-letting. If YMCA re-enters without terminating the lease, it may at any time thereafter, by written notice, terminate this lease.
  - b) If it involves selected provider's failure to fully perform any of its covenants or obligations hereunder after selected provider has received notice and an opportunity to cure, then YMCA may, at its option, after an additional five days' prior written notice of its intention to do so, perform such covenant or obligation, in which case selected provider will reimburse YMCA for its actual and reasonable costs paid or incurred in connection therewith.
- 3. YMCA Defaults.** YMCA will be in default in the event that it fails to fully perform any of its covenants or obligations under a lease and such failure is not

cured within ten (10) days after written notice of default (unless such failure cannot reasonably be cured within such period, in which case YMCA will not be in default if it promptly commences and diligently pursues the cure to completion and in all events within thirty (30) days after such written notice of default).

- 4. Termination.** The parties may mutually agree to terminate any lease in writing at any time.
- 5. Liability.** In no event will either party to the lease be liable for consequential, punitive, or other special or exemplary damages under or in connection with the lease.
- 6. Cumulative.** The foregoing and all other rights and remedies provided for YMCA or selected provider hereunder are cumulative and in addition to each other and any and all other rights and remedies at law or in equity, and the exercise of one will not preclude or waive the right to use any other; provided, that whenever rent abatement is allowed under the lease, it will be in lieu of any damage claims by selected provider, and it (together with any and all rights to terminate, if applicable) will be deemed to be the sole and exclusive remedies of selected provider with respect to the relevant event or circumstance.

**R. Surrender; Holding Over.** Selected provider will surrender the Premises at the end of the Term, broom clean and in as good condition as at delivery of possession, ordinary wear and tear and damage by casualty excepted. Selected provider must, by the end of the Term, remove all its trade fixtures and personal property, as well as any Alterations if required pursuant to Section III.L., repair all damages caused by such removal, and restore the Premises to its previous condition. If selected provider remains in possession of the Premises after the Term, with YMCA's consent in its discretion, then it will be deemed to be occupying the Premises as a month-to-month tenant but at the same base rent due immediately prior to the end of the Term and otherwise subject to all provisions of a lease insofar as applicable to a month-to-month tenancy; otherwise, if it does not surrender the Premises as required then it will be deemed to be holding over, will be required to pay rent at 125% of the rates being charged immediately prior to the end of the Term, and will continue to be subject to all its obligations hereunder (but none of its rights hereunder, and without YMCA being deemed to have waived the default or any rights and remedies).

**S. Force Majeure.** Neither the YMCA or selected provider will be deemed to be in default or liable for damages due to delays in the performance of its obligations hereunder (other than selected provider's obligation to pay any rent when due or surrender the Premises at the end of the Term) to the extent such delays are caused by fire, flood, earthquake, or other acts of God; war or acts of terrorism; riots or labor strikes, disputes, or unrest; any requirement or decision of any governmental entity or agency; or any other cause beyond its reasonable control. However, if such delays are

in the performance of YMCA's obligations hereunder and materially interfere with selected provider's occupancy and use of the Premises then: (a) rent and any charges will be equitably abated for the duration thereof, and (b) if they last more than 90 consecutive days, selected provider will have the right to terminate the lease.

**T. Transfers; Financings.** Selected provider will not assign or encumber the lease or any interest therein, or sublet all or any part of the Premises, in each case without YMCA's prior written consent in its discretion. No assignment, with or without YMCA's consent, will relieve selected provider from any liability hereunder. YMCA may assign or encumber a lease and, so long as the assignee agrees, in writing, to assume YMCA's obligations, YMCA will be relieved of further liability hereunder. At YMCA's request, in connection with any mortgage, deed of trust, or similar instrument it may enter into for purposes of any financing, selected provider will enter into a subordination, non-disturbance, and attornment agreement with YMCA and its lender, in form and substance reasonably satisfactory to the parties. The foregoing should not be construed to suggest any willingness on the part of YMCA to consent to an assignment or sublease in any case where such consent is required.

**U. Notices; Approvals and Consents.** All notices by YMCA or selected provider required or permitted under a lease must be in writing and must be personally delivered or sent to the other party by reputable overnight courier or U.S. certified mail, fees and postage prepaid, at such other party's notice address as provided in the lease, except as changed by prior notice by such other party. Any such notice will be deemed given, delivered, and effective upon the earlier of receipt or two days after deposit with the courier or U.S. postal service. Selected provider may direct routine inquiries relating to ordinary management issues to YMCA at its on-site address, but this will not obviate the requirement to give all notices to YMCA at its notice address in order to be effective hereunder. Whenever any party's action hereunder is conditioned on the other party's approval or consent as expressly provided herein, it will be deemed to require such approval or consent not to be unreasonably withheld, unless it is expressly provided to be in such other party's discretion.

**V. Authority; Relationship.** YMCA and selected provider both represent that they have all requisite power and authority to enter into a lease and perform their respective obligations thereunder, in accordance with the terms therein. By entering into a lease, YMCA and selected provider create only the relationship of YMCA and selected provider and not a partnership, joint venture, or other arrangement. Neither YMCA or selected provider will act or purport to act as agent or otherwise in the name or on behalf of the other in any transaction or dealings.

**W. Brokers.** YMCA and selected provider will represent that it did not have any real estate broker(s) involved on its behalf in connection with a lease, and that no other person or entity is entitled, as a result of such first party's actions, to a commission or other fee resulting from the execution of a lease; YMCA and selected provider will be

responsible for all liability relating to its own breach of, and will pay any compensation that constitutes such a breach of, this representation.

**X. Selected Provider's Use of Premises.**

1. Selected provider will not make any unlawful, improper or offensive use of the Premises; it will not suffer any strip or waste thereof; it will not permit any objectionable noise or odor to escape or to be emitted from the Premises or do anything or permit anything to be done upon or about the Premises in any way tending to create a nuisance; it will not sell or permit to be sold any controlled substance on or about the Premises.
2. Selected provider shall comply at selected provider's own expense with all applicable laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the Premises.
3. Selected provider shall regularly occupy and use the Premises for the conduct of selected provider's business, and shall not abandon or vacate the Premises for more than ten (10) consecutive days without written approval of YMCA.

**Y. Waiver.** No failure or delay in exercising any right or remedy under the lease will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise thereof or of any other right, power, or privilege subject always to the provisions herein as to assignment and subletting. No waiver of any right to re-enter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to re-enter or terminate for subsequent breach of any covenant, term, or condition of the lease; nor shall any consent by YMCA to any assignment or subletting of the Premises, or any part thereof, waive any of the terms or conditions of the lease.

**Z. Publicity.** The YMCA and selected provider shall not use each other's names in any promotional or advertising material without prior written consent of the other party.

**AA. Miscellaneous.** The lease shall be a complete and integrated agreement, and supersede any and all prior or contemporaneous agreements, understandings, or discussions, in each case with respect to its subject matter. No provision of the lease will be deemed to have been amended or waived unless such amendment or waiver is in writing and signed by both parties, in the case of an amendment, or the relevant party, in the case of a waiver. The lease will inure to the benefit of and be binding upon the YMCA and selected provider and their respective successors and permitted assigns. The lease and YMCA's and selected provider's rights and obligations hereunder will be governed by Missouri law. The lease will be construed, in all cases, according to its fair meaning. The headings contained in the lease will be for reference purposes only and will not affect in any way the meaning

or interpretation hereof. YMCA and the selected provider and their counsel will have had the opportunity to review the lease and negotiate terms for the leasing of the Premises consistent with this RFP, and any rule of construction that ambiguities are to be resolved against the drafting party of the lease will not apply thereto. YMCA and the selected provider intend for the lease to be enforceable in all respects, but if any provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the fullest extent permitted by law and the validity and enforceability of the other provisions will be unaffected. The lease may be executed by facsimile or electronic transmission and in multiple counterparts.

#### **IV. CLARIFICATION**

Proposers may submit requests for clarification and interpretations regarding the RFP or writing or via email for YMCA's consideration. YMCA will not respond to such requests received after June 23, 2022 at 5:00 p.m. CST. Proposers are advised that this Section places no obligation on the part of YMCA to respond to any or all requests for clarification or interpretation, and that YMCA's failure to respond will not relieve the proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter or email) to the Chief Executive Officer of YMCA at YMCA's street address above, or by email to [craigl@jcymca.org](mailto:craigl@jcymca.org).

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons/entities who received a copy of the RFP directly from YMCA. Each addenda issued will be numbered consecutively and constitute a part of this RFP or who have requested a response to such written requests in writing to the Chief Executive Officer of YMCA. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the RFP Submission Date.

#### **V. AWARD AND TERM OF CONTRACT**

The successful proposer is expected to enter into a formal lease with YMCA within thirty (30) calendar days after award by YMCA. If the initial lease is not executed within thirty (30) calendar days from the date of the award, the YMCA may elect to withdraw the award and to award to the next overall best proposal.

The initial term of the lease shall be for five years beginning on October 1, 2022 ("Commencement Date"), and terminating September 30, 2027 ("Term"). Thereafter, the lease will automatically renew for five-year terms subject to the right of either party to give notice of nonrenewal.

#### **VI. SUBMISSION EVALUATION AND CRITERIA**

All submissions will be evaluated using the criteria set forth in this Section. Selection will include an analysis of proposals by YMCA's Chief Executive Officer ("CEO") and his designees as he deems appropriate who will review the submission in accordance with the submission requirements and evaluation criteria. YMCA's CEO and his designees may request oral interviews and/or site visits.

YMCA reserves the right to request any and/or all proposers to provide a presentation to YMCA for purposes of clarification and/or understanding of the services being offered.

When YMCA has tentatively selected a provider, a conference may be requested to formulate plans in greater detail, to clarify the terms and conditions of the lease, and to otherwise complete negotiations prior to the formal award. At any time during the conference(s), YMCA may choose to modify its selection choice if YMCA determines that such a change is in its best interest.

The submission of Exhibits "D", "E", "G", "H" and "I" by any proposer is **REQUIRED**. Omission of these exhibits will result in the proposal being removed from consideration by YMCA.

All exceptions to contract specification must be itemized on Exhibit "G" or proposer should state no exceptions. Details concerning the exception must be clearly explained. Each exception will be considered by YMCA as to the degree of impact and total effect on the proposer's response, and will be evaluated in the final analysis of the proposal. Failure to include an exception on Exhibit "G" will render the exception as invalid and the proposer will be treated as being in compliance with the specification herein, regardless of intent.

Consideration of proposals will be made for price, experience, expertise and other evaluation factors set forth below. The selection criteria used in awarding a lease as described herein shall include, but is not limited to, the following: (a) quality and completeness of response to all requested items; (b) ability to provide services requested; (c) competitive pricing and costs and flexibility of the proposal; and (d) overall compatibility with the YMCA's mission. Notwithstanding the consideration of the aforementioned items in selection, YMCA retains the ability to select a proposal based on its sole discretion.

## **VII. QUALIFICATIONS**

The proposer shall be sufficiently experienced in providing outpatient clinical services to patients in Missouri and in Exhibit H, set forth a narrative containing: (a) the scope of the services it desires to provide at the Facility; (b) its experience and qualification in providing such services; and (c) its overall compatibility with the YMCA's mission.

## **VIII. CONFLICT OF INTEREST**

In submitting a response, the proposer hereby covenants that at the time of submission, the proposer has no other contractual relationships which would create any actual or perceived conflict of interest. The proposer further agrees that during the Term of the lease, neither the proposer nor any of its employees shall acquire any other contractual relationship which creates such conflict.

## **IX. SUBMISSION FORMAT**

**PLEASE FOLLOW THESE INSTRUCTIONS WHEN RESPONDING TO THIS REQUEST FOR PROPOSAL, USING THE EXHIBITS ATTACHED HERETO.**

**Tab I – Transmittal Letter:** The letter should address the proposer's willingness and commitment, if selected to provide the services in the Facility, and why the proposer thinks it should be selected. The letter should be addressed to Craig Lammers, Chief Executive Officer, as stated herein.

### **Tab II – Table of Contents**

**Tab III – Firm and Staff Profile:** Respond to the following sections:

- A. Overview: Provide a corporate overview of proposer.
- B. Experience: Describe the proposer's experience in providing the requested services including its response to Section VI as Exhibit H.
- C. Rental Rates: A completed Exhibit D related to the portions of the Facility the proposer desires to rent and the square footage basic rental fee proposer is willing to pay the YMCA.
- D. A completed Exhibit E setting out the schematic for any proposed signage for the exterior of the Premises.
- E. Exceptions: A completed Exhibit G setting out any exceptions the proposer has to the lease terms.
- F. Signature Page: A completed Exhibit I.

## **X. RESERVED RIGHTS**

YMCA reserves the right to accept or reject any and/or all proposals, to waive irregularities, technicalities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items, and to re-advertise for submissions. There is no obligation on the part of YMCA to award the lease to any provider submitting a proposal.

YMCA reserves the right to award the lease to the responsible proposer submitting a responsive proposal with a resulting lease most advantageous and in the best interests of YMCA.

YMCA shall be the sole judge of the proposals and the resulting lease and YMCA's decision shall be final.

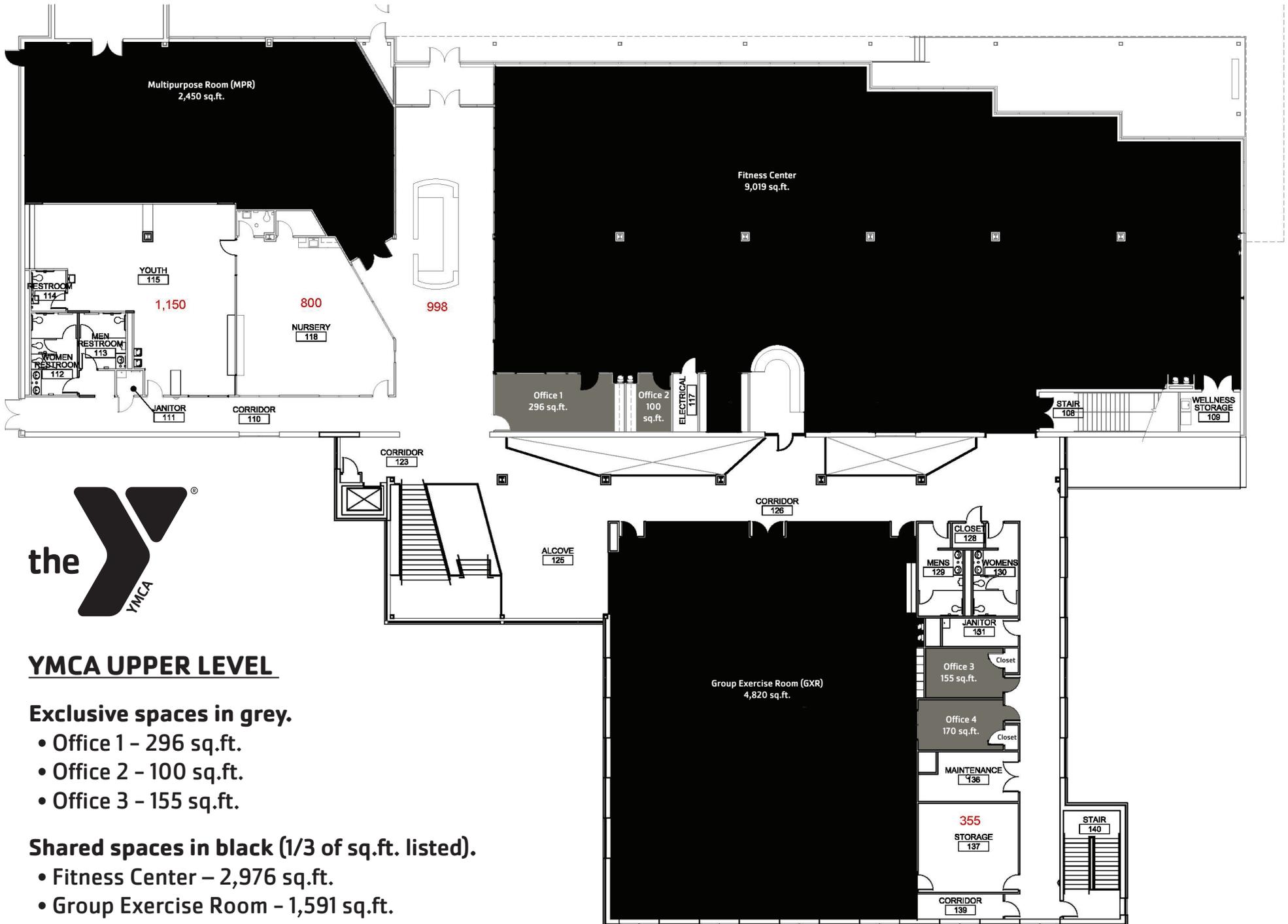
**XI. GOVERNING LAW AND VENUE**

The resulting lease shall be construed according to the laws of the State of Missouri and the exclusive venue for any legal proceeding relating to or arising out of the lease will be the Circuit Court of Cole County, Missouri.

## **LIST OF EXHIBITS**

EXHIBIT A	Premises Diagram with Lease Areas Noted
EXHIBIT B	Parking Spaces
EXHIBIT C	Utility Breakdown
EXHIBIT D	Square Footage Rental Rates from Provider
EXHIBIT E	Proposed Signage
EXHIBIT F	Rules
EXHIBIT G	Provider Exceptions
EXHIBIT H	Qualifications
EXHIBIT I	Proposal for Services Signature Page

# EXHIBIT A



## YMCA UPPER LEVEL

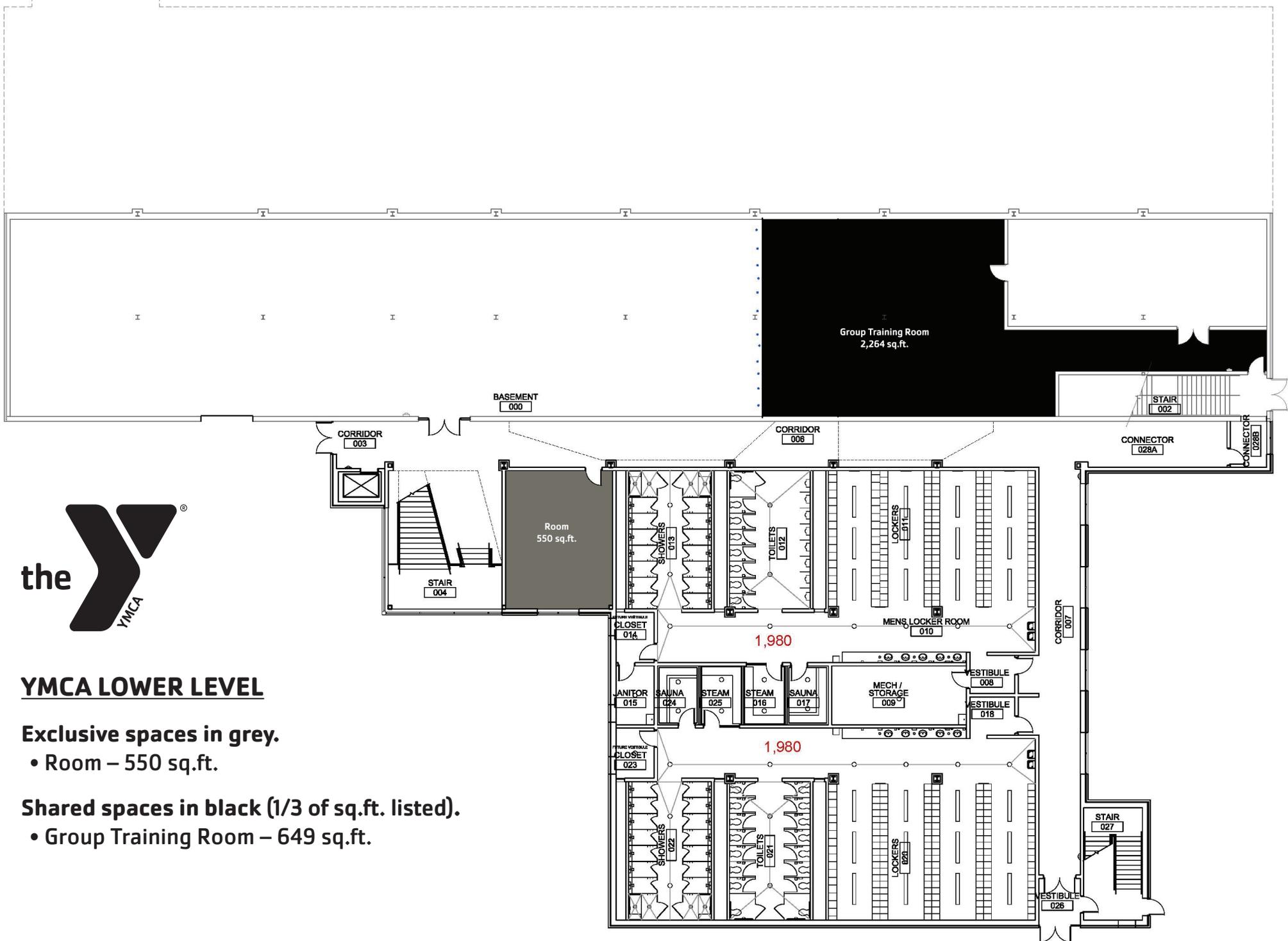
### Exclusive spaces in grey.

- Office 1 - 296 sq.ft.
- Office 2 - 100 sq.ft.
- Office 3 - 155 sq.ft.

### Shared spaces in black (1/3 of sq.ft. listed).

- Fitness Center - 2,976 sq.ft.
- Group Exercise Room - 1,591 sq.ft.
- Multipurpose Room - 809 sq.ft.

**EXHIBIT A**



**YMCA LOWER LEVEL**

**Exclusive spaces in grey.**

- Room – 550 sq.ft.

**Shared spaces in black (1/3 of sq.ft. listed).**

- Group Training Room – 649 sq.ft.

EXHIBIT B



**EXHIBIT C**

**UTILITIES AND OTHER BASIC DUTIES AND SERVICES**

1. **Utilities.** YMCA will provide, at its cost, the utilities used at the Premises that are designated as its responsibility, below; provided, that YMCA reserves the right to charge selected provider for the actual cost of any materially excessive or abnormal usage. Selected provider will procure, at its cost, and directly pay for all other utilities it uses at the Premises.

<b>YMCA</b>	<b>SELECTED PROVIDER</b>	<b>UTILITY SERVICE</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Telephone
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Data/internet

**EXHIBIT C – UTILITIES AND OTHER BASIC DUTIES AND SERVICES (cont.)**

2. **Basic Duties and Services.** Each party shall be responsible for those duties designated as its responsibility below during the lease term.

YMCA	SELECTED PROVIDER	DUTY OR SERVICE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Keep the Facility, including the Common Areas, in good condition and repair and in compliance with the Americans with Disabilities Act and other applicable laws, free from all defects and hazards that materially interfere with selected provider's occupancy and use of the Premises
<input checked="" type="checkbox"/>	<input type="checkbox"/>	YMCA shall perform all necessary exterior and structural repairs at the Facility, including exterior appearance (including painting or staining whenever appropriate), roof, gutters, and downspouts, load-bearing walls, columns, and beams, and foundations. YMCA shall provide normal janitorial, maintenance, and management services and supplies at the Facility, including snow removal, mowing and landscaping, lighting, utilities, and other ongoing maintenance, management, and operations of the Common Areas, all parking and the shared Fitness Center and shared Turf Room in all cases as commercially reasonable but otherwise in YMCA's discretion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide HVAC, mechanical, electrical, and plumbing (MEP) lines and systems to serve the Premises that are reasonably adequate based on the normal occupancy and use of the Premises
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Perform all necessary maintenance, repairs, and replacements of the following, such that they remain in good operating condition and repair, and free from all defects, hazards, and nuisances:  HVAC and MEP systems to the Premises (unless located within or exclusively serving the Premises)  HVAC and MEP systems located within or exclusively serving the Premises
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Perform the following services, maintenance, and repairs within the Exclusive Premises: routine and ordinary maintenance and repairs to keep it in good condition and repair inspections of emergency equipment such as detectors, extinguishers, and exit lighting effective and safe pest control normal upkeep of paint, carpet, and similar finishes replacement of standard light bulbs and fixtures maintenance and minor repairs of toilets, sinks, and other plumbing fixtures
<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	Perform all necessary maintenance, repairs, and replacements of the following, such that they remain in good operating condition and repair, and free from all defects, hazards, and nuisances:  YMCA-provided fixtures, furnishings, and equipment within the Premises, including any "Furnishings" as may be described on an Exhibit hereto, if any  Selected provider-performed alterations within the Premises, and selected provider's trade fixtures, furnishings, equipment, other personal property
<input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	Provide the following:  Basic exterior building trash receptacles and pickup at the Facility  Janitorial services and supplies necessary within the Exclusive Premises to keep it in a clean and sanitary condition, free from filth, including all paper products  Removal of trash and refuse from the Premises off site

**EXHIBIT D**

Selected provider should designate the specific spaces it desires to lease and the specific proposed rate the selected provider proposes for each area below:

<b><u>Exclusive Space</u></b>	<b><u>Will Lease</u></b>	<b><u>Proposed Square Footage Rate</u></b>
Upper floor – Resource Room - 296 sq. ft.	<input type="checkbox"/>	_____
Upper floor – Office 1 - 100 sq. ft.	<input type="checkbox"/>	_____
Upper floor – Office 2 - 155 sq. ft.	<input type="checkbox"/>	_____
Upper floor – Office 3 - 170 sq. ft.	<input type="checkbox"/>	_____
Lower floor – Room - 550 sq. ft.	<input type="checkbox"/>	_____

<b><u>Shared Space</u></b>	<b><u>Will Lease</u></b>	<b><u>Proposed Square Footage Rate</u></b>
Fitness Center – 1/3 of 9,019 sq. ft. = 2,976 sq. ft.	<input type="checkbox"/>	_____
Group Exercise Room – 1/3 of 4,820 sq. ft. = 1,591 sq. ft.	<input type="checkbox"/>	_____
Multipurpose Room – 1/3 of 2,450 sq. ft. = 809 sq. ft.	<input type="checkbox"/>	_____
Group Training Room – 1/3 of 2,254 sq. ft. = 649 sq. ft.	<input type="checkbox"/>	_____

**EXHIBIT E**  
**PROPOSED SIGNAGE**

## **EXHIBIT F**

### **JEFFERSON CITY AREA YMCA Fitness Center Rules & Regulations**

#### **General Rules**

- Food not permitted while using equipment in the fitness center.
- Profanity, improper behavior or vulgar remarks are not permitted.
- Dress conservatively. We recommend t-shirt, shorts or sweats.
- Athletic shoes are required. No sandals, dress shoes, socked or bare feet, etc.
- During peak time (or while others are waiting) limit cardiovascular workouts to 30 minutes per piece of equipment.
- Be considerate and do not monopolize equipment while others are waiting.
- Please wipe sweat off each machine after use.
- Members must be 13 years of age or older to use the fitness center unless they are a Youth Strength Graduate.
- Lock valuables in boxes or locker rooms with personal lock. The YMCA is not responsible for lost or stolen items.
- Request fitness center attendant assistance before using an unfamiliar piece of equipment.
- Fitness center attendants and personal trainers have the right to correct potentially dangerous exercise.
- Cell phone conversations must be taken to the lobby.

#### **Free Weight Area Rules**

- Banging or dropping of weights is not permitted.
- Weights and bars should not be placed against walls, mirrors or frames.
- Dumbbells and plate weights should not be placed on vinyl weight benches.
- Return all weights to proper location. Machines should be cleared of weights after use.

Before beginning any exercise program, the YMCA recommends that you receive physician approval. A free equipment orientation is available for all members. Please stop by the fitness center desk or call 761-3225 to schedule your appointment.

**EXHIBIT G**  
**EXCEPTIONS**

**EXHIBIT H**  
**QUALIFICATIONS**

**EXHIBIT I**

**PROPOSAL FOR SERVICES**

The undersigned, being a duly authorized officer of the firm listed below, does hereby present this proposal for Outpatient Clinical Services and expressly accepts, unless excepted on Exhibit "E," the terms specified in YMCA's Request for Proposal, and said officer has ascertained the accuracy of the proposal before submitting it to YMCA.

Further, the undersigned certifies the following:

- A. The proposal has been developed independent of all other proposers and has been submitted without collusion, agreement, understanding or any other course of action designed to limit competition with any other party which provides or could provide the services described in the Request for Proposal; and
- B. The undersigned has the resources and experience necessary for full performance of all services quoted in its proposal.

**Respectfully Submitted,**

By: \_\_\_\_\_  
(Authorized Officer)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL.**