



CITY OF
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CITY OF TULSA
FINANCE DEPARTMENT

REQUEST FOR

COMPETITIVE SEALED PROPOSAL

TAC959

NIGP Commodity Code(s):
961-68

Issued October 27, 2011

SOCCKER COMPLEX OPERATION

Submit Bids to:
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103

I. STATEMENT OF PURPOSE

With this Competitive Sealed Proposal (CSP) request, we are soliciting Bids from qualified soccer management firms (Bidders) to manage, operate and maintain the Mohawk Soccer Complex owned by the City of Tulsa, Oklahoma (City or City of Tulsa).

We enthusiastically look forward to receiving your Bid.

II. DEFINITIONS

- A. Bid means a response to a Competitive Process.
- B. Bidder means a company or individual submitting a response to a Competitive Process.
- C. Competitive Process means the process by which offers are solicited and includes this request for Competitive Sealed Proposal.

III. INSTRUCTIONS FOR SUBMITTING A BID

A. GENERAL REQUIREMENTS

- 1. The Bid must be received by **5:00 p.m. on Wednesday, December 7, 2011 Central Daylight Time**. Please seal Bids in an envelope or box clearly labeled **“CSP TAC-959, SOCCER COMPLEX OPERATION**.
- 2. Bids must be delivered to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**

- 3. Bidder should submit one (1) unbound original and five (5) bound copies of the Bid plus one (1) copy on electronic media (CD, DVD, flash drive).
- 4. All interested Bidders are required to register with the Buyer, Darla Harvey, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
- 5. Inquiries to the Buyer below requesting clarification regarding this CSP or the content therein must be made **via e-mail** and must be received prior to the end of the business day on **November 17, 2011**.

**Darla Harvey, Buyer
darlaharvey@cityoftulsa.org
Phone: 918-596-7553
FAX: 918-699-3086**

6. Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a material change or addition to the CSP request, the changes or additions will be forwarded to all registered Bidders as quickly as possible by addendum.
7. Bidders shall designate a contact person, with appropriate contact information, to address any questions concerning a Bid. The Bidders shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Bidder's behalf.
8. Any information submitted by Bidder to City which Bidder deems to be a trade secret must be submitted in a separate envelope and clearly marked "Trade Secret Information", with the name of the Bidder and the CSP TAC number for this request. Bidder must timely seek judicial action to protect such information from disclosure by City in the event of a request by an outside party to City for production of such information under the Oklahoma Open Records Act.

B. GENERAL NOTIFICATIONS

1. As provided for in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, the City reserves the right to do the following with this request for Competitive Sealed Proposal (CSP):
 - a. To conduct oral or written discussions with Bidders, after Bids are received, concerning technical and Price aspects of the Bids and/or to allow Bidders to revise their Bids, including Price;
 - b. To evaluate, after Bids are received, the relative abilities of Bidders to perform, including their technical or professional experience and/or expertise;
 - c. To conduct a comparative evaluation, after Bids are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the Bids;
 - d. To negotiate mutually agreeable terms in a contract;
2. The City has the right to modify the Bid and final selection of work product requirements as needed.
3. The City reserves the right to choose any number of qualified finalists for interview and/or final selection.
4. This CSP does not commit the City of Tulsa to pay any costs incurred in the submission of a Bid or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.
5. Any expenses incurred by the Bidder(s) in appearing for an interview or in any way providing additional information as part of the response to this CSP are solely the responsibility of the Bidder. The City of Tulsa is not liable for any costs incurred by Bidders in the preparation of Bids or any work performed by the Bidder prior to the approval of an executed contract by the City of Tulsa.

C. SITE VISIT

A non-mandatory pre-bid/site visit is scheduled for November 10, 2011, 9:00 a.m. at Central Center, 1028 E 6th street. Bidders planning on attending the pre-bid/site visit should notify the buyer by November 8, 2011.

IV. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A. INFORMATION ABOUT MOHAWK SOCCER COMPLEX

The Mohawk Soccer Complex (Soccer Complex) is located at 3500 East 56th Street North, Tulsa, Oklahoma. Phase I of the Soccer Complex is currently under construction by the City of Tulsa and the estimated opening date is Fall 2012. Phase I consists of seventeen (17) soccer fields, with a minimum of ten (10) lighted fields.

The Soccer Complex will accommodate all age groups from youth to adult with all fields being adult size fields (80 x 120 yards) which can be divided into half size fields as needed for appropriate age groups. The Soccer Complex is designed to be of the size and quality to accommodate all levels of local, regional and national tournaments and leagues. Phase I of the Soccer Complex currently includes:

1. Field Amenities:

- a. Seventeen (17) international size soccer fields (80 yards x 120 yards), a minimum of ten (10) lighted fields. 4 of these fields are championship fields which include bleachers to accommodate at least 200 people and Level III lighting (see below).
- b. Some fields are designed to be equipped with sports lighting. Additional fields will be lighted as funding becomes available. Lighting will be provided in accordance with the City of Tulsa standards and national tournament standard levels.

IESNA (Illuminating Engineering Society of North America) set forth illumination classifications based on levels of play accommodated on lighted athletic fields. It is determined that Level III illumination for competition play with provisions for 50 to 100 spectators in bleachers is appropriate for four (4) championship fields. The remaining fields will utilize either Level III illumination or Level IV illumination for competition or recreation play with no provision for spectators.

- c. Soccer fields have a minimum distance of 50 feet between any and all adjacent fields.
- d. For flexibility of the Soccer Complex, portable goals shall be utilized, with the initial goals provided by the City. All portable goals will be securely anchored for safety.
- e. Soccer fields have a natural grass turf playing surface. Fields have positive drainage away from the center of the field. Fields are constructed to protect or replace the proper soil microbiology.

- f. Bench seating for both teams will be provided along the sidelines. Bench seating to be sized for eighteen (18) players and four (4) coaches, as well as player and team equipment.
- g. Areas between fields are designed as warm-up areas for teams preparing to play next on the fields. Areas will be large enough for two (2) teams per field to warm-up without crossing into each other's path.
- h. Spectator bleacher seating is provided at fourteen (14) fields initially. Bleachers are sized to accommodate a minimum of 200 (100/team) spectators per field at the championship fields, and 50 spectators at all other fields.
- i. Each field has a controlled sprinkler system for the turf. Sprinkler system is designed to meet City of Tulsa standards.
- j. Typical walkways between fields are designed as wide, non-paved, sodded areas. No dirt areas will be located inside the Soccer Complex area. Paved handicap accessible walkways are provided between adjacent fields to provide access to each field.

2. Site Amenities:

- a. Each soccer pod (3-4 soccer fields) is designed to contain shaded resting areas for team and spectator use. This is accomplished by trees and shelters. These resting areas are designed to accommodate picnic tables, trash cans, and general lighting for security during evening hours. Picnic tables are not provided in Phase I, but will be provided as future funding becomes available.
- b. Each soccer pod is designed to accommodate one playground located near the resting area. Four (4) playgrounds are provided in Phase I of construction.
- c. Each soccer pod contains a concrete pad with electrical and water service lines to accommodate portable toilet facilities located near the resting areas. The pads will provide the service lines above flood plain elevation.
- d. Each soccer pod contains a concrete pad with electrical and water service lines to accommodate portable concession stands for sales of drinks and pre-packaged food products. The pads will provide electrical and water services above flood plain elevation.
- e. Lightning detection system.

3. Building Structures:

The Soccer Complex is designed to provide multiple building structures to accommodate a number of functions. The following structures are included in Phase I:

- a. A concession building, easily accessible to the main entrance to the Soccer Complex. Concession area will accommodate multiple teams/fans accumulating at peak times between scheduled play. With no restaurants in the immediate area, a large volume and

assortment of food options is anticipated to be needed. The concession kitchen is designed to accommodate the following minimum areas, equipment and requirements:

1. 3 lockable serving windows capable of accommodating large groups
2. Serving counters per Health Code
3. Display *racks for packaged products
4. *Refrigerators (2 minimum)
5. *Freezer
6. *Ice machine
7. Block ice storage *machine
8. Food preparation tables per Health Code (2 minimum)
9. Wash sinks per Health Codes
10. *Beverage fountain dispensers machines/space
11. *Commercial stove with griddle and *fryer vats
12. *Microwave for heating, warming food per Health Code
13. Adequate work space for 8-12 workers
14. Employee toilet facility
15. Controlled air conditioning of area
16. Dry storage area for bulk items (± 100 s.f.)
17. Small office/desk area for record keeping
18. Concession space shall be ± 1,195 s.f. total area

*Equipment not provided by the City.

- b. A landscaped outdoor seating area located adjacent to the concession building.
- c. Men's and women's toilet facilities, located within the concessions building, which meet Handicap accessibility requirements. The toilet rooms will be air conditioned and contain automatic ventilation. Fixture number requirements are based on accommodating an entire team at one time (15-18 fixtures).
- d. A meeting room for headquarters for user group, coach meetings, or referee meetings is located within the concessions building. Size to accommodate eighty (80) people (± 570 s.f.).
- e. A referee's locker room or changing area for safe keeping of personal items, with at least one (1) shower (± 400 s.f.) is located within the concessions building.
- f. A lockable storage facility for small soccer equipment kept by the Bidder is located within the concessions building. The storage space is ± 100 s.f.
- g. Tournament directors/officials administration area is located within the concessions building. This space shall be air conditioned and telephone services (± 100 s.f.). Fiber optics is available to the site.
- h. A lockable equipment storage and maintenance building. Building is sized for field turf *mowing machines, *hand lawn mowers, *wheelbarrows, storage of *marble dust, *rakes, *shovels, *tools, etc. Building shall be ± 600 s.f.

*Equipment not provided by the City.

4. Parking and Driveway Areas:

- a. Multiple parking lots are provided throughout the Soccer Complex. Handicap accessible spaces will be provided as required by local building codes. Parking requirements provide for a minimum of forty (40) spaces per soccer field and are spread out evenly for close proximity to each field.
- b. Equipment parking and employee parking is provided at the maintenance building area near the concession building area.
- c. Security lighting of all maintenance/public access parking/driveway areas is provided.
- d. Phase I design provides one (1) driveway access with lights.
- e. Perimeter security fencing of Soccer Complex with lockable security gates is provided.
- f. Storage areas for dirt/sod materials for repair of soccer fields are provided at the storage and maintenance yard.

5. Phase II

Phase II of the complex contains an additional 5 soccer fields along with adjacent parking lots, playgrounds, shelters and concession pads. It provides for an extension of the roadway eastward to 56th Street North which will provide a second entrance/exit to the Soccer Complex. Also, Phase II provides for an open/covered event structure pavilion for large outdoor meetings/award ceremonies and field lighting for 7 of the fields constructed in Phase I that are not receiving field lighting. Currently there is no date set for commencing Phase II. Construction of Phase II of the Soccer Complex is contingent upon the availability of adequate funding.

B. SCOPE OF OPERATIONS

1. Bidder shall operate the Mohawk Soccer Complex, including but not limited to scheduling soccer tournaments, regular field use, league play, and other activities that promote the sport of soccer.
2. Bidder shall agree to properly staff all activities at the Soccer Complex to ensure orderly conduct and reasonable safety standards for participants and patrons. Bidder shall adopt safety rules and regulations acceptable to the City Director of the Parks and Recreation Department. Bidder shall practice and enforce such rules and regulations.
3. Bidder shall be solely responsible for the security of equipment and the facilities at the Soccer Complex.
4. Bidder shall assume full responsibility for, and pay all the cost associated with, any and all utility services to the Soccer Complex, including but not limited to water, electricity, gas, telephone, sewer and refuse service.

5. Bidder shall assume maintenance duties on the premises, improved and unimproved, and shall make no demand upon City for the furnishing of or payment for labor, materials or equipment necessary to maintain the Soccer Complex. Duties include but are not limited to maintenance to buildings, physical real estate property, site improvements, and utility systems, i.e.; interior and exterior painting; maintenance/repairs/replacement of plumbing systems, sanitary sewer system commencing at the City main line connection, including clearing of clogged sewer lines, water supply system commencing at the City water meter; maintenance/repair/replacement of plumbing fixtures and their operating mechanisms and accessories; maintenance/repairs/replacement of water fountains; maintenance/repairs/replacement to the electrical system including light bulb / ballast and fuse / breaker replacements; maintenance and operation of electronic security systems; maintenance/repairs/replacement of the HVAC systems including regularly scheduled preventative maintenance and filter replacement; daily custodial maintenance and upkeep; pest control; maintenance/repairs/replacement of building finishes and built-in amenities including doors, mechanisms and locks, windows, floor finishes, cabinets; minor roof repairs; gutter cleaning; general site maintenance including cleaning of sidewalks, parking, and roadways; lawn and field maintenance, trimming and mowing; soccer field markings; fertilization/weed control and watering/irrigation of all sodded, seeded and landscaped areas within the complex.
6. Bidder shall maintain all irrigation lines through the soccer fields, including all joints and spray heads (City is responsible for the main water line from the street to the meter and is responsible for the meter). The Bidder must use individuals or service companies with appropriate licenses when performing trades-related maintenance and must adhere to all local, state and federal regulations.
7. Bidder may charge and collect admission for games scheduled at the Soccer Complex. Bidder may charge league/tournament fees scheduled at the Soccer Complex.
8. Bidder may operate food, souvenir and sporting goods concessions in compliance with all City, State and Federal laws and with prevailing Health Department requirements applicable to food services and food items. No intoxicating beverages may be sold or dispensed. No glass bottles are permitted in the Soccer Complex. No selling of items or services considered inappropriate, deemed objectionable, or denied by the City, will be allowed. Bidder may retain all income from said concession, souvenir and sporting goods sales. Bidder shall not be permitted to use tents, or any other such use outside of existing site building without written permission of City.
9. Bidder shall implement a marketing program with the goal of promoting soccer play.
10. Bidder shall verify that all employees and/or contract labor are legally permitted to work in the United States and the State of Oklahoma. See #8 under the "Agreement and Term" section.
11. Bidder shall obtain background checks for each of its employees as required by City of Tulsa policy and procedure.

12. Bidder shall adhere to City of Tulsa, State of Oklahoma and federal requirements for environmental protection. The Bidder must insure that all chemical applicators are licensed by the State of Oklahoma.
13. Bidder shall develop an Emergency Action Plan. The plan shall include, but not limited to, the following components:
 - a. Emergency team personnel
 - b. Communication
 - c. Equipment and medical supplies, including locations of supplies
 - d. Emergency transportation
 - e. Venue directions with map
 - f. Local emergency care facilities
 - g. Medical documentation

V. BID CONTENT

In order to be deemed fully responsive to this CSP, Bidder must complete all sections, and respond to all questions, and fill in all blanks of the forms. Inapplicable questions or blanks must be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify the Bid.

The Bid must be clear and unambiguous. It should clearly commit the Bidder to enter into a contract with the City to provide the services as required by this CSP and offered in the Bid. Financial commitments must be made and conditional only on contract execution.

The submission of a Bid shall be deemed evidence that the Bidder is aware of the responsibilities of being a Bidder and has carefully examined laws and regulations relating to operations; obligations and responsibilities related to this CSP; and the Bid instructions, and the Bid form, including contract requirements.

Bidder must present evidence, satisfactory to the City, indicative of their ability to manage, operate and maintain specified facility. To this end, each Bidder must include the following information in their Bid:

A. EXPERIENCE, QUALIFICATIONS AND CAPABILITIES

For the purpose of the CSP, Bidders must have a minimum of five (5) years experience owning, managing or operating a business of similar type, size and scope as the Soccer Complex operation set forth and described in the CSP. Bids with less than the minimum experience will be disqualified.

1. Bid Cover Sheet / Business Information (Form A)

Select the type of business that describes the Bidder (such as: Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company or Corporation) and provide the requested information. The type of business must be established prior to submitting a Bid and must not be a condition of receiving the contract.

2. Statement of Personal History

Bidders must provide a statement of personal history for each individual, partner, and member of joint ventures; CEO, officers, and holders of 25% or more of the company's shares for corporations; operations manager; and the managing member(s) of any limited liability company.

3. Affidavit(s) to Accompany Bid – See attached

4. General Business Statement

The General Business Statement shall be a statement of all the Bidder's current business activities.

5. Narrative

Provide a narrative describing in detail the duration, extent, and quality of the Bidder's education and business experience with special emphasis on the experience and qualifications related to the subject operation. Be specific with respect to the type and dates of experience, the Bidder's role in the management and specific duties, type and size of operation, quality of operation, public agency involvement, contractual relationships and other factors that demonstrate an ability to successfully operate the proposed facility. Attach additional information as needed.

6. Financial Statement

The Financial Statement shall be the most recently available (not to exceed 1 year old) full and detailed presentation of the Bidder's condition of assets, liabilities, and net worth. The report must include a balance sheet and income statement. If the Bidder is a partnership or joint venture, individual financial statements must be submitted for each general partner or partner in a joint venture. If firm is a publicly held corporation, the most current annual report should be submitted.

Bidders must present evidence satisfactory to the City demonstrating their ability to finance, construct, operate, and maintain the facilities as proposed. The Bidder's statement of financial capability must include the source of funding and detailed information including:

a. Source of funding and cost of facility development:

Identify and describe the specific source of funding that the business will use to undertake the project as proposed. If funds are to be used from outside sources (i.e., parent company, third party, LLC partners, etc.), provide documentation, such as a recent bank statement, balance sheet, income statement, and/or other supporting documents, to demonstrate these funds are available and unconditionally committed to this project. In addition, if funds are to be borrowed to finance any portion of the total investment, Bidder must provide loan commitment documentation such as a letter-of-intent from the individual, bank, or other lending entity indicating the minimum amount to be loaned and any applicable percentage rate. The loan commitment may contain the qualification that the loan will be consummated only upon award on an agreement with the City; otherwise, the commitment must be irrevocable and unconditional.

7. Credit Worthiness

Bidders must present evidence of credit worthiness. At a minimum, evidence should include a credit report issued by a nationally recognized credit bureau within 60 days of the Bid due date and include the FICA score. Any derogatory information listed on said reports must be explained. Below averages FICA scores, outstanding debts, delinquent payment history on current contracts, and any other derogatory information may disqualify a Bid.

8. References

Financial, client, and vendor references are used to confirm information provided by Bidders, and to evaluate the Bidder's quality of experience and past performance, as provided below.

To adequately substantiate the claims made in the Bid, Bidders are encouraged to provide references that are familiar with the individual and business. Bidders should notify their references in writing that a representative from the City will be contacting them.

For the purposes of this CSP, Bidders should provide the references from the following sources:

- a. Financial References: Include the bank or savings and loan institution.
- b. Client or Business References: Name clients or other persons that most accurately reflect the business performance and ability to fulfill contract obligations with other entities for the provision of goods and services. A minimum of three (3) business references giving names, addresses, telephone numbers and the nature and length of time of the business association. These references must be persons or firms with whom you have conducted business during the past five years.
- c. Bidder References: Bidders should provide vendor references if they are a pre-existing business currently utilizing vendors.

If your firm has provided park management services on a contractual basis to a public agency or private entity in the last ten years, submit the name, address and phone number of such clientele and a brief description of the scope of services.

9. Corporate Structure

Describe how your firm is organized, noting major divisions and any parent/holding companies.

10. Central Support Capabilities and Procedures

If applicable, briefly outline the types and level of support received from your firm's Central Office in the areas of:

- a. Accounting and Finance
- b. Marketing and Promotions
- c. Personnel/Labor Relations
- d. Purchasing and Quality Specifications
- e. Safety and Sanitation
- f. Management and Operations Supervision
- g. Special Event Support

Describe your firm's procedures in obtaining such support. Please include an outline or a copy of the Table of Contents of all manuals and guides which cover the areas noted above.

B. OPERATIONS PLAN

Operations Plan – a *narrative* description of all services, programs, and activities contemplated.

The Operations Plan should address the following elements and must demonstrate an understanding of and commitment to achieving the objectives of this CSP. Greater consideration will be given to Bids that demonstrate Bidder's ability to implement the plan and provide high-quality goods and services that are consistent with the intent of the CSP and the mission of the Soccer Complex.

1. Vision/Mission Statement/Business Philosophy

The Vision/Mission Statement should capture both the City's and Bidder's goals and objectives for the operation and provide a clear philosophy.

2. Organizational Structure

Provide an organization chart and staffing plan that can guide the operation and ongoing management of the Soccer Complex. The plan should identify and define all job classifications to be used and the required job skills and qualifications. Describe the assignments, duties, and schedules for each staffing level considering contract requirements, the proposed hours of operation, and any unique seasonal and peak use circumstances. Also include wage and salary rates and description of employee benefits.

3. Transition/Business Start-Up

Describe a plan and timeline for starting operations and ensuring good customer service during that time.

4. Maintenance

- a. Provide a comprehensive plan to maintain the facilities in good condition throughout the term of the contract. Plan should include setting aside a reasonable amount of gross receipts annually to maintain the Soccer Complex at its current level. The maintenance plan criteria should include budget allocations, staff skills and qualifications, staffing patterns, and housekeeping and maintenance schedules.
- b. Provide a list of Bidder owned equipment to be used in maintaining the facilities. If equipment is currently not owned, include acquisition of equipment in plan. Also, include plan for equipment upkeep and replacement

5. Customer Service

Demonstrate an ability and clear commitment to successfully implement an effective customer service program. The plan should include, but is not limited to, previously established and effective customer service program models, adequate employee staffing and management oversight, hours of operation, and a customer satisfaction feedback survey program.

6. Employee Staffing and Training

Employee policies and training program should include, but are not limited to, personnel policies; hiring practices; health, safety, and grievance policies and procedures; uniform policies and requirements; business orientation; job training; and Soccer Complex orientation training. Such programs must provide sufficient staffing with the skills, capabilities, and training to ensure the provision of uninterrupted, high-quality services to all Soccer Complex visitors.

7. Marketing and Advertising

The marketing program should include, but is not limited to, proposed approaches, methodologies, media, advertising materials, schedules, and budget allocations.

8. Community Involvement/Community Outreach

Provide a plan to show your commitment to creating added value and benefits to the surrounding community and Soccer Complex visitors. This may include special events, educational programs, and community service activities. Provide a detailed community outreach plan that demonstrates how local park jurisdictions, and/or soccer organizations will

be invited to utilize the Soccer Complex. In addition, Bidder should identify the special skills, knowledge, and resources needed and available to implement the plan

9. Products, Merchandise, and Services

Provide a detailed description of the proposed services to be provided by the operation. Food and other sales items must be high quality and the selection varied. The products and services offered should meet or exceed the needs of the Soccer Complex users, and be compatible with and complementary to the mission of the Soccer Complex.

10. Prices and Pricing Policies

Provide a price schedule for a representative sample of the services proposed to be provided to patrons and visitors to the facility. The plan should include a definitive description and explanation of the policies to be used to establish prices for services. Implementation of these policies should provide Soccer Complex visitors with quality products at reasonable prices considering the competition of comparable markets for similar products, services and cost of doing business.

11. Conservation and Recycling

Outline the Bidder's approach to solid waste management, including reduction, reuse, and recycling, use of post-consumer recycled products, water and energy conservation, pest management, hazardous materials handling, air quality, and other applicable facets of resource conservation and environmental protection that are applicable to the facility operation. The plan should clearly commit Bidder to a program that will minimize negative impacts on the environment and encourage Soccer Complex visitors to do the same.

12. Accessibility

Show your commitment to ensuring that visitors with disabilities will have access to all of the services provided through the facility operation in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and applicable Oklahoma and City of Tulsa laws and/or ordinances.

13. Plan for Compliance with Title V

Include a plan for how you will comply with the requirements in TRO Title V for the utilization of minority owned, women owned, or disadvantaged businesses in operation of the facility. Title V can be found at:

<http://library.municode.com/index.aspx?clientID=14783&stateID=36&statename=Oklahoma>

The Bidder will be required to agree that (i) s/he shall utilize, or make good-faith efforts to utilize, minority business enterprises (MBE), female business enterprises (FBE) and other disadvantaged businesses, (ii) s/he shall state, in solicitations or advertisements for employees, that applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age or disability, and (iii) that s/he shall provide written information to the compliance officer with the Human Rights Department of the City of Tulsa regarding her/his utilization of MBEs, FBEs and other disadvantaged businesses in conformance with the provisions of the contract.

A goal for utilization of M/FBE's will be established by the Human Rights Department of the City of Tulsa in consultation with the Purchasing and Parks departments, based on availability and capacity of M/FBE's in the service areas included in this CSP. Bidder will be expected to submit a statement indicating that this goal will be achieved, or with documentation adequate to support the Bidder's statement that s/he has made good-faith

efforts to achieve the goal but was unable to do so. Bidder shall review and complete forms setting forth information regarding the efforts of the Bidder to solicit BRIDGE.DBE and/or M/FBE subcontractors or that Bidder itself qualifies as a BRIDGE.DBE and/or M/FBE.

The Bidder receiving the award of contract will be in breach of the contract which may result in termination of the contract by City if (i) Bidder fails to follow through on the goals, (ii) it is determined that the good-faith efforts submitted by the Bidder are not accurate, or (ii) the Bidder's efforts to meet the goals stated herein after the award of the contract to Bidder are determined to be inadequate.

The Utilization Goals for this CSP request are as follows:

For the Business Category: Other Services the goal percentages are:
MBE Goal 6%, FBE Goal 3%, Total Goal 9%

C. FACILITY IMPROVEMENT PLAN

1. Facility Improvement Plan

- a. What are your priorities for improvements to the facility?
 - b. What financial contribution can Bidder provide towards one or more of the capital improvement projects?
2. As a condition of the contract, the successful Bidder will be required to develop a Facility Improvement Plan to the satisfaction of the City. After the City's review and approval, the Facility Improvement Plan from the successful Bid shall be included as an exhibit to the contract.

D. REVENUE SHARING

1. Revenue Sharing

Provide a revenue sharing plan for sharing Soccer Complex revenue with the City of Tulsa.

2. Cash Flow Analysis and Pro Forma

Include an analysis of the Bidder's operating projections for the facility. The analysis shall reflect the first five (5) years of operation and indicate the estimated annual revenue and operating expenses, including facility fees. The Pro Forma shall include:

- a. A list of all revenue producing operations and associated annual gross revenue.
- b. A detailed and itemized breakdown of operating expenses.
- c. All factors and assumptions underlying the Pro Forma analysis should be clearly specified.

Complete the Revenue Sharing Summary, Exhibit A attached hereto and incorporated herein by this reference.

V. BID SUMMARY

A. Operations Feasibility

Summarize Bidder's ability to successfully initiate the proposed operation in a financially responsible manner, in accordance with the Operations Plans and Facility Improvement Plan and all applicable laws and ordinances. This information must substantiate Bidder's ability to: develop, furnish, equip, operate and maintain the facility in a high-quality manner; provide the public with quality services at reasonable and competitive prices; pay the City a revenue share of Soccer Complex revenues; and provide a reasonable return on the investment.

B. Final Summary

The Bid Summary should summarize relevant experience, knowledge, and expertise, and the Operations and Facility Improvement Plans in 250 words or less.

VII. AGREEMENT AND TERM

- A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Bidder that shall incorporate this CSP and the chosen Bidder's Bid. In addition to any terms and conditions included in this CSP, the City may include in the Agreement other terms and conditions as deemed necessary which include but are not limited to the following.
 1. The term of the Agreement shall be for a period of five (5) years, effective as of the date signed by City, and may be renewed, in City's sole discretion, up to two (2) successive non-competitive renewal terms of five (5) years each upon the terms and conditions specified in the Agreement.
 2. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have thirty (30) days from the date of the notice to cure or to submit a plan for a cure that is acceptable to the other party. If the failure is not cured within the prescribed time or if a mutually acceptable plan for cure is submitted and is not completed within the time set for cure, Contractor must vacate the Soccer Complex no later than thirty (30) business days following the date for cure.
 3. No Indemnification or Arbitration by City. City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on Contractor's action or inaction in connection with the Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
 4. Intellectual Property Indemnification by Contractor. Contractor must indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them alleging that any products delivered to City under the Agreement infringe any intellectual property rights (patent, trademark and/or copyright). Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.

5. General Liability. Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.

Contractor agrees to indemnify, defend and hold harmless City and its officers, employees and agents from and against all suits and actions of every nature and against any and all legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by Contractor, its employees, volunteers, coaches, subcontractors or agents negligent or intentional acts, errors or omissions.

6. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of the Agreement.
7. No Confidentiality. City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under. Any information submitted by Contractor to City which Contractor deems to be a trade secret must be submitted in a separate envelope and clearly marked "Trade Secret Information", the name of the Contractor and TAC number for this Bid. Contractor must timely seek judicial action to protect such information from disclosure by City in the event of a request by an outside party to City for production of such information under the Oklahoma Open Records Act.
8. Compliance with Laws. Contractor shall be responsible for complying with all applicable federal, state and local laws, including but not limited to federal, state and municipal laws relating to discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or any other basis of discrimination prohibited by law; Title 5 of the Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity; the Americans with Disabilities Act; the Oklahoma Open Records Act (51 O.S. Sec. 24A.1 et. seq.); and Title 25 O.S. Sec. 1313 of the Oklahoma statutes regarding employer verification of employees and subcontractors. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify. Contractor certifies that it and all of its subcontractors to be used in the performance of the Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. Contractor is responsible for any costs of compliance with all applicable laws.
9. Right to Audit. Books, records, documents, accounting procedures, practices, price lists or any other items related to the Services are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records must be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

10. Governing Law and Venue. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
11. No Waiver. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
12. Entire Agreement/No Assignment. The Agreement will constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of the Agreement. The Agreement may only be modified or amended in a writing signed by both parties. Contractor may not assign the Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
13. City has the right to enter the Soccer Complex at any time for the purpose of monitoring Contractor's compliance with the terms of the Agreement.
14. Restricted use:
 - a) Contractor shall not sublease or use the Soccer Complex except as agreed to in writing by the City.
 - b) Before installing or erecting any permanent structures and/or improvements to Soccer Complex, Contractor shall submit its plans for the said structures and improvements to City. Contractor shall not proceed with construction until City has issued written approval and authorization. All said structures and improvements shall comply with all applicable codes and regulations (building codes, sign codes, plumbing, electrical, fire, etc.), including the Americans with Disabilities Act.
 - c) No cutting down or injury to any tree or shrubbery, nor excavation or relocation of any surface or sub-surface shall be performed, without specific permission in writing from the City.
 - d) No alcoholic beverage of any kind shall be sold, distributed free of charge, or allowed to be consumed on the lease premises without written approval and authorization by the City.
15. Prohibited Acts
 - a) Contractor shall not commit any act, or permit any act to be committed, on the premises, which violates any state, federal, or municipal law or ordinance.
 - b) In its use of the lease premises, Contractor agrees not to discriminate in its hiring, firing, membership, participation or charging of fees on the basis of race, creed, color, national origin, gender, age, status or handicap.
 - c) Agreement is not assignable or transferable by either party without written approval by the other party hereto. If Contractor shall go out of business, cease to exist as a legal

entity or discontinue its operation, the Agreement shall immediately terminate and City may retake immediate possession of the premises, including any improvements made thereto

- B. The submission of Bidder's Bid signed by Bidder's authorized representative represents Bidder's agreement to the inclusion of the above provisions, among others, in a contract with the City of Tulsa for the services and goods set forth in this Bid.**

VIII. EVALUATION COMMITTEE:

A panel consisting of not less than 5 will evaluate Bids. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected firm will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful Bidder.

IX. EVALUATION AND AWARD:

The City evaluates Bids based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

- A. The ability, capacity and skill of the Bidder to perform the contract or provide the service required,
- B. Whether the Bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference,
- C. The character, integrity, reputation, judgment, experience and efficiency of the Bidder,
- D. The quality of performance by Bidder of previous contracts or services,
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service,
- F. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service,
- G. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Bidder to the particular use required,
- H. The ability of the Bidder to provide future maintenance, support and service related to Bidder's Bid,
- I. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Bid award,
- J. The degree to which the Bid submitted is complete, clear, and addresses the requirements in the Bid specifications,
- K. If a point system has been utilized in the Bid specifications, the number of points earned by the Bidder.
- L. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
- M. If an evaluation committee performs the evaluation, the recommendation of such committee.

X. SPECIFIC BID EVALUATION CRITERIA FOR THIS CSP

A. Experience, Qualifications and Capabilities..... 45 Points

For the purposes of this CSP, Bidders should have a minimum of a five (5) years experience owning, managing, or operating recreational and/or sports programs of similar size, type, and scope as the operations set forth and envisioned by the CSP. The Bidder will be rated according to the years of relevant experience as verified by references, the quality of experience as it relates to the business

described in this CSP, and the financial capability of the Bidder as evidenced by the fiscal documentation provided by Bidder including the financial pro forma; statement of assets and liabilities; business, vendor, bank, and/or financial references; and similar documents.. In addition, points are awarded for experience contracting with public agencies.

B. Operations Plan..... 35 Points

A maximum of thirty-five (35) points will be awarded based upon the degree to which the Bid addresses each of the required elements.

C. Facility Improvement Plan..... 10 Points

A maximum of ten (10) points will be awarded based upon the degree to which the Bid addresses each of the required elements.

D. Revenue Sharing 10 Points

For the purpose of assigning points in the Bid Evaluation, the highest acceptable revenue sharing percentage as set forth in Exhibit A will be assigned the maximum points available – 10. Each lower revenue sharing percentage offer will be assigned proportionally fewer points, based on the difference between it and the highest offer.

XI. REVOCATION OF AWARD:

The Mayor may revoke the award of a Bid for reasons including but not limited to:

- A. A properly signed contract is not submitted to the City within the time specified in the notice of recommendation of award by the Agent, or his designee;
- B. Bonds, proof of insurance, affidavits or other documents as required by the written specifications are not submitted to the City within the time specified in the notice of recommendation of award by the Agent, or his designee
- C. Bidder fails to submit, upon request, written agreement to comply with the provisions of Title 5 of the Tulsa Revised Ordinances relating to equal employment opportunity and the utilization of minority owned, female owned and disadvantaged business enterprises

XII. MISCELLANEOUS:

- A. All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- B. The use of the City of Tulsa’s name in any way is strictly prohibited except as authorized in writing by the City of Tulsa.
- C. Your Bid must clearly state the name of the bidding organization, including the firm’s e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization’s primary contact for this Bid. Your Bid must include the name, address, telephone number and e-mail address of the Bidder and/or team of Bidders assigned to the City account.
- D. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.

- E. Your company will be bound to comply with the provisions set forth in this CSP request unless any and all deviations are explicitly stated in your Bid and agreed to in writing by City. The City shall not be under any obligation to return any materials submitted in response to this CSP request.
- F. The City expects to enter into a written Agreement (the “Agreement”) with the chosen bidder that will incorporate all or parts of this CSP request and your Bid. In addition to any terms and conditions included in this CSP request, the City will include in the Agreement other terms and conditions.
- G. Bidder’s response to this CSP and any subsequent correspondence related to this Bid process, if accepted by the City, may be considered part of the contract at City’s sole discretion, if one is awarded to Bidder. By submitting a Bid, Bidder affirms its acceptance of the terms, conditions, and requirements herein.
- H. Further, Bidder will be bound to comply with the provisions set forth in this CSP unless any and all deviations are explicitly stated in Bidder’s Bid.
- I. Prior to contract signing, Bidder shall provide evidence of insurance and bonds as required in Exhibit B attached hereto.

FORM A

Park and Recreation Department Mohawk Soccer Complex Competitive Sealed Proposal

Business Information

Name of Company	
Phone	
Email	
Address	
FAX	

Name & Title of Principals

I (we) have read the information in this CSP and are:

1. Personally acquainted with the premises of Mohawk Soccer Complex;
2. Familiar with the terms and conditions contained in the CSP including all exhibits and attachments;
3. Meet the qualifications for submitting a proposal.

The undersigned respectfully submits this proposal, including all required documents and statements. The Bidder and Signatory(ies) represent that the Signatory(ies) hold the position(s) set forth below their signature(s) and that the Signatory(ies) are authorized to execute this proposal.

Name of Company

Form of Business (i.e. corporation, partnership, individual, etc.)

Print Name and Title

Signature

Date

Exhibit A

Revenue Sharing

Bidders must present a Revenue Sharing Percentage of the annual gross revenue, as projected in Bidder's cash flow analysis and pro-forma, for each year's services, to be paid to City:

Year 1: _____%

Year 2: _____%

Year 3: _____%

Year 4: _____%

Year 5*: _____%

Revenue Sharing points will be assigned based on the five year percentages above, applied to Bidder's projected gross revenue for each year.

* - this will be the percentage used for any subsequent renewal terms.

Bidder's
Name _____

Company

Authorized Signature Here ► _____

Printed Name: _____

EXHIBIT B

Tulsa Parks Liability Insurance Requirements

Bidder shall furnish the City of Tulsa, prior to entering into the Agreement, and keep in effect during the term of the Agreement, including any renewal periods a certificate showing there is in force a general liability insurance policy with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence, a certificate showing product liability insurance coverage in equal liability limits (\$175,000 per individual and \$1,000,000 per multiple individuals as the result of and single occurrence or accident) when concession sales are approved during the season or event(s), and employer's liability and workmen's compensation insurance in the amounts as required by law. The Bidder must be the named insured on all required policies. The City of Tulsa must be named as an additional insured on the general liability and products liability policies. The insurance company must be a company duly licensed to do business in the State of Oklahoma. The policy shall also provide for a minimum of thirty (30) days mandatory written notice to the City of Tulsa, in the event the insurer cancels or materially alters the limits of the policy.

INDEMNITY – Bidder agrees to conduct its activities upon the premises so as not to endanger any persons; and to indemnify and save harmless the City of Tulsa against any and all claims for loss, injury or damage to persons or property including claims of employees of applicant or any contractor or subcontractor, arising out of the activities conducted by the applicant, its agents, members or guests.

FIDELITY BOND – Bidder agrees to provide the City of Tulsa a fidelity bond in an amount no less than the annual gross revenue for each contract year as set forth herein.

CERTIFICATE HOLDER –The Certificate Holder Section in the bottom left corner of the certificate should read as follows:

City of Tulsa
Park & Recreation Department
175 E. 2nd Street, Suite 570
Tulsa OK, 74103

VENDORS - If vendors who are approved to be on-site will be utilizing trucks or trailers, they must provide upon request by an authorized Park & Recreation Department staff member, a certificate of automobile liability insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.

INTEREST AFFIDAVIT

STATE OF _____))ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Bidder to submit the attached Agreement executed on behalf of Bidder. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest.

Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Print Name
Signature: _____
Title: _____
Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20____.
Notary Public
My Commission Expires:
Notary Commission Number:
County & State Where Notarized:

The Affidavit must be signed by an authorized agent and notarized

