COMMISSION

5/18/23

## **Competitive Sealed Proposal**

TAC959A Mohawk Sports Complex Management Services

Addendum #4

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #4 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES

**Change of Due Date for Submissions:** 

Was: Wednesday, May 24, 2023

Changed to: Wednesday, May 31, 2023

See Additional Information on Following Pages

#### **COPIES OF CRRENT AGREEMENTS**

The Tulsa Soccer Club 2022 contract is an example. They are technically up in June but are already asking about renewing and that would include the tournaments for the fall. We can limit it to just that and not include the spring of 2024.

The NEOFC contract has not been signed but presented to the client for review.

US Club Soccer would like to start talking about a future contract for their June 2024 event.

#### **Event Agreement**

This Event Agreement ("<u>Agreement</u>") is made by and between Tulsa Sports Commission, Inc. ("<u>TSC</u>") and Northeast Oklahoma Futball Club ("Tournament Owner") as of the 20th day of April 23 (the "<u>Effective Date</u>"). TSC and Tournament Owner may hereinafter be individually referred to as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. The Event

- a. 2023 Northeast Oklahoma Futball Club Kickoff Classic
  - i. August 18 -20, 2023

#### 2. Facility Usage

- **a.** The following will be used for the Events:
  - i. All 17 soccer fields at Mohawk Sports Complex
  - ii. Meeting Space

#### 3. Pricing

- a. \$45 per game
- b. \$350 staffing and administrator fee
- 4. <u>Term</u>. This Agreement commences on the Effective Date and will be in effect until the conclusion of the 2022 event dates, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "<u>Term</u>").
- 5. **TSC Obligations**. TSC shall provide the following for the Tournament (the "Services"):
  - a. Use of the Venue for set up, conducting the tournament, and tear down, not exceed more than 2 days before and 2 days after the event (the "Venue Rental Period")
  - b. Lining of fields to occur prior to the tournament and setup of game fields
  - c. Use of Venue headquarters building and WiFi for event days only
  - d. Janitorial/trash services
  - e. Mutually agreeable communication and marketing support
  - f. Support with securing Hotel Room Blocks
  - g. List of vendors that can support the Tournament and have knowledge of the Venue

- h. Provide name and contact information of event staff no later than ten (10) days prior to the event.
- i. Lights will be turned on and off as appropriate according to submitted schedule at no additional charge.
- Invoicing will be sent within five (5) business days of the conclusion of the tournament.

#### 6. **Tournament Owner Obligations**. For the Events during the Term, the Tournament Owner shall:

- a. Promote venue sponsors, hotels, retail and restaurants located in the City of Tulsa, Oklahoma and any packages related thereto to Tournament participants, spectators, officials, staff, board members, administrators, representatives and attendees (collectively, "Participants"), as directed by TSC.
- b. To the extent the Tournament Owner reserves hotel rooms or ancillary event space for lodging, dinners, socializing, or awards, in relation to the Tournament, make such reservations at venues in the City of Tulsa, Oklahoma. All such ancillary events shall take place in the City of Tulsa, Oklahoma.
- c. Except as specifically provided in <u>Section 5</u>, be solely responsible for operating the Tournament and all costs and expenses associated therewith.
- d. Reasonably cooperate with TSC in ascertaining data related to hotel room night stays by Participants in relation to the Tournament.
- e. Publish and broadcast Tournament sponsor recognition, including TSC and the City of Tulsa, in all media communication materials.
- f. Comply with all Venue and event rules and regulations, including but not limited those set forth on <u>Appendix I-II</u> attached to this Agreement.

#### 7. Sponsorships and Marketing.

 Any and all signs, billboards, displays, banners and advertisements to be displayed by Tournament Owner or Participants at the Events are subject to the prior approval of TSC.

#### 8. Cancellations and Termination.

- a. TSC reserves the right to unilaterally delay, reschedule, or cancel Event games and/or the Event itself due to weather conditions, field conditions, or other circumstances which pose an unreasonable risk (i) to the health, safety, or welfare of the Participants, vendors, or staff or (ii) of damage to the Venue.
- b. TSC reserves the right to cancel Event games no less than 120 days out from the date of the match by writing if a complex-wide rental is contracted.
- c. In the event an Event is cancelled pursuant to <u>Section 8(a)</u>, the Parties shall have no further obligation to one another with respect to that year's Event, except for Section 3(b).
- d. This Agreement may be terminated by either Party if:
  - i. the other Party (1) becomes insolvent, (2) is generally unable to pay, or fails to pay, its debts as they become due, (3) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (4) makes or seeks to make a general assignment for the benefit of its creditors, or (5) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; or

- ii. the other Party breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 30 days after the breaching party's receipt of written notice of such breach.
- 9. Assumption of Liability and Indemnity. The Tournament Owner assumes and agrees to be fully and exclusively responsible for the safety of the persons and property of all Tournament participants during the rental period applicable to the Tournaments, including, without limitation, employees, participants, associates, guests, spectators and any members of the public in attendance at any of the events being held by the Tournament Owner at Mohawk Sports Complex. The Tournament Owner shall defend, indemnify, and hold TSC, Tulsa Regional Tourism, Tulsa Regional Chamber of Commerce, the City of Tulsa and its and their members, directors, officers, employees, contractors, invitees and agents (the "Indemnified Parties") harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement or the operation of an Event except to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the gross negligence or willful misconduct of the Indemnified Parties.

#### 10. Insurance.

- a. The Tournament Owner shall, at its sole expense, maintain the following insurance for the Event(s):
  - i. Commercial General Liability Insurance with minimum limits of \$1,000,000 written on an occurrence form basis;
  - ii. Automobile Liability coverage with minimum combined single limits of \$1,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; and
  - iii. Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000.
- b. The Tournament Owner shall provide TSC with proof of such insurance coverage at least 30 days prior to the Tournament.
- c. The insurance policy must state "The City of Tulsa" and the "Tulsa Sports Commission, Inc." as additional insureds, separately. Dates on insurance must include all dates of set up, the entire Tournament, and tear down.
- d. Failure to provide necessary proof of insurance by 30 days prior to the Event will result in delays in Venue preparation and could lead to cancellation of the Event without any liability to TSC or the City of Tulsa if not provided. Gates to the Venue will not be opened until the insurance is provided. Insurance shall cover all Participants.
- 11. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this LOA; (f) national or regional emergency; (g) strikes,

labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 consecutive days following written notice given by it under this Section, either Party may thereafter terminate this Agreement.

- 12. <u>Severability</u>. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.
- 13. <u>Assignment</u>. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party.
- 14. <u>Entire Agreement</u>. This Agreement is the entire Agreement between the parties superseding any prior oral or written agreements. No modification or waiver or amendment of this Agreement is valid unless in writing and signed by all parties by authorized representatives.
- 15. <u>Governing Law; Jurisdiction</u>. This Agreement shall be construed under the laws of the State of Oklahoma. The parties irrevocably submit to the jurisdiction of the state and federal courts located in Tulsa, Oklahoma.
- 16. <u>Attorney's Fees</u>. Should any legal proceeding be necessary to construe or enforce the provisions of this Agreement, the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorneys' fees, and costs of enforcing or collecting any judgment awarded.
- 17. No Waiver. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.
- 18. <u>Cumulative Remedies</u>. Except where specifically limited, all remedies, whether at law, in equity or pursuant to this Agreement shall be cumulative.
- 19. <u>Survival</u>. Any provisions of this Agreement which by their nature or logical inference would survive expiration or termination, shall survive expiration or termination.

<u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed valid and binding.

#### Event Agreement

This Event Agreement ("Agreement") is made by and between Tulsa Sports Commission, Inc. ("TSC"), operator of Mohawk Sports Complex, and FC Tulsa ("Tournament Owner") as of the Le day of February, 2022 (the "Effective Date"). TSC and Tournament Owner may hereinafter be individually referred to as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### The Event(s).

- a. FC Tulsa Practice Sessions (the "<u>Tournaments</u>") for the year 2022 shall take place at the Mohawk Soccer Complex in Tulsa, Oklahoma (the "<u>Venue</u>") up to three (3) times a week starting in March through November (40 weeks).
- b. Practice sessions will last no more four (4) hours per session.
- Tournament Owner will notify TSC of practice session schedule intentions the Thursday prior to the week being hosted.

#### 2. Facility Usage

- a. The following fields will be used for the Tournament: Fields 1-4
  - Facility is not available on:
    - 1. June 6-13, 2022
- The following facilities at the Venue will be used for the Tournament: Headquarter building, maintenance storage area, parking lot

#### 3. Pricing

- \$25 per practice day
- \$250 non-refundable administrative fee that will be applied to the final month's invoice
- Term. This Agreement commences on the Effective Date and will be in effect until the conclusion of the 2022 Tournament(s), unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").
- 5. TSC Obligations. TSC shall provide the following for the Tournament (the "Services"):

- Use of the Venue for set up for conducting the Tournament, not exceed more than 120 days in 2022 (the "Yenue Rental Period")
- b. Use of Venue headquarters building
- Trash services for practice fields
- d. Mutually agreeable communication and marketing support
- e. List of vendors that can support the Tournament and have knowledge of the Venue
- f. Provide name and contact information of event staff no later than ten (10) days prior to the event.
- g. Invoicing for Events will commence 48 hours after the last day of each month.
- 6. Tournament Owner Obligations. For the Tournament during the Term, the Tournament Owner shall:
  - Except as specifically provided in <u>Section 3</u>, be solely responsible for operating the Tournament and all costs and expenses associated therewith.
  - Publish and broadcast Tournament sponsor recognition, including TSC and the City of Tulsa, in all media communication materials.
  - Comply with all Venue rules and regulations, including but not limited those set forth on <u>Appendix I</u> attached to this Agreement.

#### Sponsorships and Marketing.

 Any and all signs, billboards, displays, banners and advertisements to be displayed by Tournament Owner or Participants at the Tournament are subject to the prior approval of TSC.

#### 8. Cancellations and Termination.

- a. TSC reserves the right to unilaterally delay, reschedule, or cancel Tournament games and/or the Tournament itself due to weather conditions, field conditions, or other circumstances which pose an unreasonable risk (i) to the health, safety, or welfare of the Participants, vendors, or staff or (ii) of damage to the Venue.
- b. In the event a Tournament is canceled pursuant to <u>Section 7(a)</u>, the Parties shall have no further obligation to one another with respect to that year's Tournament, other than Tournament Owner's obligation to pay for its Tournament expenses under <u>Section 5(b-c)</u> which were incurred prior to the cancellation.
- c. This Agreement may be terminated by either Party if:
  - i. the other Party (1) becomes insolvent, (2) is generally unable to pay, or fails to pay, its debts as they become due, (3) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (4) makes or seeks to make a general assignment for the benefit of its creditors, or (5) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; or
  - ii. the other Party breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 30 days after the breaching party's receipt of written notice of such breach.
- Assumption of Liability and Indemnity. The Tournament Owner assumes and agrees to be fully and
  exclusively responsible for the safety of the persons and property of all Tournament participants during
  the rental period applicable to the Tournaments, including, without limitation, employees, participants,

associates, guests, spectators and any members of the public in attendance at any of the events being held by the Tournament Owner at Mohawk Sports Complex. The Tournament Owner shall defend, indemnify, and hold TSC, Tulsa Regional Tourism, Tulsa Regional Chamber of Commerce, the City of Tulsa and its and their members, directors, officers, employees, contractors, invitees and agents (the "Indemnified Parties") harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement or the operation of an Event except to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the gross negligence or willful misconduct of the Indemnified Parties.

#### 10. Insurance.

- a. The Tournament Owner shall, at its sole expense, maintain the following insurance for the Event(s):
  - Commercial General Liability Insurance with minimum limits of \$1,000,000 written on an occurrence form basis;
  - Automobile Liability coverage with minimum combined single limits of \$1,000,000.
     Coverage shall include all owned, leased, non-owned and hired automobiles; and
  - Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000.
- The Tournament Owner shall provide TSC with proof of such insurance coverage at least 30 days prior to the Tournament.
- c. The insurance policy must state "The City of Tulsa" and the "Tulsa Sports Commission, Inc." as additional insureds, separately. Dates on insurance must include all dates of set up, the entire Tournament, and tear down.
- d. Failure to provide necessary proof of insurance by 30 days prior to the Tournament will result in delays in Venue preparation and could lead to cancellation of the Tournament without any liability to TSC or the City of Tulsa if not provided. Gates to the Venue will not be opened until the insurance is provided. Insurance shall cover all Participants.
- 11. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this LOA; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the

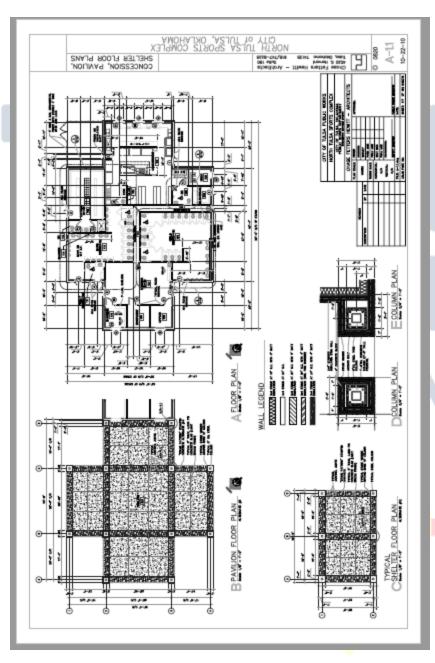
Impacted Party's failure or delay remains uncured for a period of 90 consecutive days following written notice given by it under this Section, either Party may thereafter terminate this Agreement.

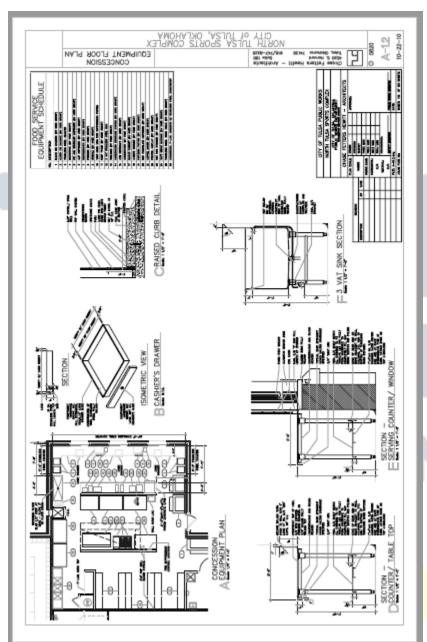
- 12. Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.
- Assignment. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party.
- 14. Entire Agreement. This Agreement is the entire Agreement between the parties superseding any prior oral or written agreements. No modification or waiver or amendment of this Agreement is valid unless in writing and signed by all parties by authorized representatives.
- 15. Governing Law; Jurisdiction. This Agreement shall be construed under the laws of the State of Oklahoma. The parties irrevocably submit to the jurisdiction of the state and federal courts located in Tulsa, Oklahoma.
- Attorney's Fees. Should any legal proceeding be necessary to construe or enforce the provisions of this Agreement, the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorneys' fees, and costs of enforcing or collecting any judgment awarded.
- 17. No Waiver. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.
- 18. Cumulative Remedies. Except where specifically limited, all remedies, whether at law, in equity or pursuant to this Agreement shall be cumulative.
- 19. Survival. Any provisions of this Agreement which by their nature or logical inference would survive expiration or termination, shall survive expiration or termination.
- Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed valid and binding.

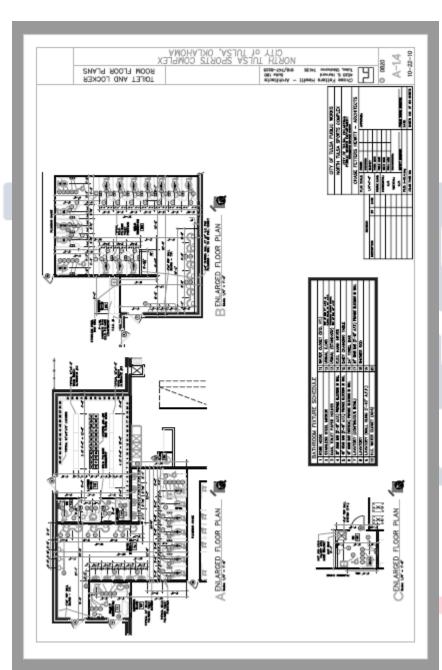
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first written above.

Tulsa Sports Commission, Inc.	FC Tulsa
AS-	Qames W Cannon
Signature	Signatyse
Print: Ashleigh Bacher	Print; James Cannon
Title: Interio Ur. VP of Tourism	Title: President

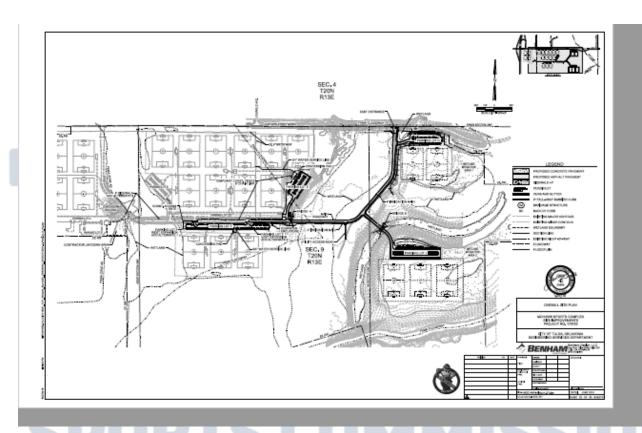
## DRAWINGS OF THE FLOOR PLANS OF THE RESTROOMS / CONCESSION BLDG AND OF THE OVERALL SIT







# A A ISSION



## Some of Tulsa's Current Signage / Logos











COMMISSION

5/10/23

## **Competitive Sealed Proposal**

## TAC959A Mohawk Sports Complex Management Services

#### Addendum #3

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #3 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

#### QUESTIONS/CLARIFICATION/CHANGES

#### **Change of Due Date for Submissions:**

Was: Wednesday, May 17, 2023

Changed to: Wednesday, May 24, 2023

#### **Pre-bid Meeting Attendees**

Troy Avery USA Management

John Wack Eastern Sports Management
Evan Eleff Sports Facilities Companies
John Athens Tulsa Field Sports Alliance
Terrell Hoagland Tulsa Field Sports Alliance

#### **QUESTIONS:**

- 1. What is the highest number of attendees at an MSC event? We've maxed out around 2,800 attendees for athlete/team attendance, 7,000 for fans, 75-100 in support staff (tournament staff, officials, vendors, etc.) for a total of 9,900 in a single day. Those numbers were repeated over a 2 day period, but unique visitors were 9,900.
- 2. Have there ever been any issues enough parking being available? With the new lots, not as much. However, traffic continues to be an issue during change overs of games and that is with police present to help with traffic control.
- 3. Have there been any issues with the number of restrooms? We typically advise at least 20-30 additional porta-johns for a full event using the entire complex for more than a day. With the porta-johns, we don't typically have issues with a lack of restrooms but they do have to be cleaned by Saturday night if they were dropped on Friday and the event started on Friday.

- 1. Who is currently operating and managing the complex? Tulsa Sports Commission (TCS)
- 2. Who has operated and managed the complex over the past five years? Tulsa Sports Commission
- 3. Why is the City of Tulsa seeking a new group to operate and manage the complex?
- 4. How much revenue did the complex generate in 2021 and 2022? 2021 revenue was \$33,002.03 (partially open due to the pandemic); 2022 revenue was \$53,172.31
- 5. What was the annual operating and maintenance cost in 2021 and 2022? 2021 was \$54,667.33 and 2022 was \$83,676.68
- 6. Do you have a list of the current complex clients?
  - a. Weekday clients no regular weekday clients, FC Tulsa has an open contract to use fields as needed for opposing teams to practice or to pick up a time slot to conduct a team practice
  - Weekend clients Tulsa Soccer Club holds their Elite games regularly on the weekends, Donald Driver Flag Football hosts events on Sundays 3 seasons with 8-10 Sundays each season; this does not include tournament
    - Tournament Clients: Tulsa Soccer Club, US Club Soccer, NEOFC, Tulsa Ultimate Federation, OK Soccer Association, Fut Soccer, T3 Sports, OK Grizzlies Youth Football, Rogers State University (Cross Country)
- 7. Does the complex have any anchor tenants? No
- 8. How many tournaments across all sports are held annually at the complex? 7

## **SPORTS COMMISSION**



A spreadsheet showing the expenses paid by the Park Dept. for repairs and utilities at Mohawk Sports Complex for 2020-2023.

Mohawk Sports Complex										
	2020	2021	2022	2023 (thru April)						
Repairs Performed by Park Staff (does not include labor costs)	\$3,614	\$9,675	\$2,643	\$2,085						
Details for larger repairs	\$1400 - New pedestal for irrigation controller (2) \$333 - electrical outlet (practice field Hot Box)	\$1,078 - parking lot lamps \$697 - Concession light fixture \$878 - HVAC repair/maint. \$3,095 - Irrigation head replacement	\$478 - new lavatories (2) \$956 - Irrigation head replacement	\$1,947 for repairs due to improper winterization of restroom (preventable)						
Electric	\$13,028	\$14,523	\$26,497	\$10,472						
Water & Sewer	\$19,895	\$55,965	\$120,447  Valve was watering constantly, plus several leaks on broken irrigation sprinkler heads on several fields.	\$3,801						

OMMISSION

5/4/23

## **Competitive Sealed Proposal**

TAC959A Mohawk Sports Complex Management Services

#### Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

#### QUESTIONS/CLARIFICATION/CHANGES

#### **Change of Last Date for Questions:**

Was: Monday, May 1, 2023

Changed to: Monday, May 8, 2023

#### Change of Due Date for Submissions:

Was: Wednesday, May 10, 2023

Changed to: Wednesday, May 17, 2023

## **Competitive Sealed Proposal**

## TAC959A Mohawk Sports Complex Management Services

#### Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

#### QUESTIONS/CLARIFICATION/CHANGES:

#### Pre-Bid Meeting Location Change:

A. PRE-PROPOSAL MEETING – ROOM CHANGE (Was # 03-317)

A mandatory pre-bid meeting is scheduled for Wednesday, April 26, 2023, 1:00 p.m. at the One Technology Center (City Hall), 175 E 2<sup>nd</sup> street, Tulsa, OK 74103, 3<sup>rd</sup> floor, Presentation Room #03-319. A tour of the Sports Complex will follow. Attendance at the pre-bid meeting is required in order to submit a Proposal.

### Request for

# Competitive Sealed Proposal

TAC959A Mohawk Sports Complex Management Services

**Department: Parks, Culture and Recreation** 

## NIGP Commodity Code(s):

961-68 Sports Professionals Services

958-00 Management Services

958-15 Building and Facilities Management Services

## **SPORTS COMMISSION**



#### Submit proposals (sealed) to:

Deputy City Clerk City of Tulsa 175 E. 2<sup>ND</sup> St. Suite 260 Tulsa, OK 74103



#### I. STATEMENT OF PURPOSE

With this Competitive Sealed Proposal (CSP) request, we are searching to secure services from qualified Sports Management firms to manage, operate and maintain the Mohawk Sports Complex (Complex) owned by the City of Tulsa, Oklahoma (City or City of Tulsa).

We enthusiastically look forward to receiving your Proposal.

#### II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

#### **B.** General Requirements

- The Proposal must be received by 5:00 p.m. on Wednesday, May 24, 2023 Central Daylight Time. Proposals must be sealed in an envelope or box clearly labeled "CSP TAC-959A, SPORTS COMPLEX OPERATION. Proposals arriving late will be returned unopened.
- 2. Proposals must be delivered to:

Deputy City Clerk City of Tulsa 175 E. 2<sup>nd</sup> St. Suite 260 Tulsa, OK 74103

- 3. Respondent 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 Respondents are required to register with **the Buyer, Donny Tiemann**, 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 <u>via e-mail</u> and must be received prior to the end of the business day on May 8, 2023.

## Donny Tiemann dtiemann@cityoftulsa.org

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 via e-mail or verbally. If any question results in a material change or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

6. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a Proposal. Respondents 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 Respondent's behalf.

7. Proposals will be opened on May 11th, at 8:30am, at the:
Standards, Specifications, and Awards Committee Meeting
175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor
City Council Chamber

#### **C. GENERAL NOTIFICATIONS**

- 1. With this Competitive Sealed Proposal Request, the City reserves the right to do the following:
  - a. To conduct oral or written discussions with Respondents, after Proposals are received, concerning Technical and Price aspects of the Proposals and/or to allow Respondents to revise their proposals, including Price;
  - To evaluate, after Proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
  - To conduct a comparative evaluation, after Proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the Proposals;
  - d. To negotiate mutually agreeable terms in a contract;
- 2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefit of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- 3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all Proposals and any subsequent contract shall include the following statement:

"Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act."

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.

5. Any expenses incurred by the Respondent(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 Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of Proposal or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

#### D. PRE-PROPOSAL MEETING

A mandatory pre-bid meeting is scheduled for Wednesday, April 26, 2023, 1:00 p.m. at the One Technology Center (City Hall), 175 E 2<sup>nd</sup> street, Tulsa, OK 74103, 3<sup>rd</sup> floor, Presentation Room #03-319. A tour of the Sports Complex will follow. Attendance at the pre-bid meeting is required in order to submit a Proposal.

#### III. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

#### A. INFORMATION ABOUT MOHAWK SPORTS COMPLEX

The Mohawk Sports Complex is located at 3500 East 56<sup>th</sup> Street North, Tulsa, Oklahoma. The Complex consists of seventeen (17) sports fields, with a minimum of ten (10) lighted fields.

The 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 Complex is designed to be of the size and quality to accommodate all levels of local, regional and national tournaments and leagues. The 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).
- 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. Fields have a minimum distance of 50 feet between any and all adjacent fields.
- d. For flexibility of the Complex, portable goals shall be utilized, with the initial goals provided by the City. All portable goals will be securely anchored for safety.
- 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. The 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 field 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 will be provided as future funding becomes available.
- b. Each field pod is designed to accommodate one playground located near the resting area. Four (4) playgrounds are currently provided.
- c. Each field 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 field 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 Complex is designed to provide multiple building structures to accommodate a number of functions. The following structures are included:

- a. A concession building, easily accessible to the main entrance to the 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 is  $\pm$  1,195 s.f. total area

- 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 sports equipment kept by the Respondent 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 is air conditioned and has 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 is ± 600 s.f.

#### 4. Parking and Driveway Areas:

a. Multiple parking lots are provided throughout the 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.

<sup>\*</sup>Equipment not included.

<sup>\*</sup>Equipment not included.

- 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. 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.

#### **B. SCOPE OF OPERATIONS**

- 1. Respondent shall operate the Mohawk Sports Complex, including but not limited to scheduling sports tournaments, regular field use, league play, and other activities that promote sports.
- Respondent shall agree to properly staff all activities at the Complex to ensure orderly conduct and reasonable safety standards for participants and patrons. Respondent shall adopt safety rules and regulations acceptable to the City Director of the Parks, Culture and Recreation Department. Respondent shall practice and enforce such rules and regulations.
- 3. Respondent shall be solely responsible for the security of equipment and the facilities at the Complex.
- 4. Respondent shall assume full responsibility for, and pay all the cost associated with, any and all utility services to the Complex, including but not limited to water, sewer, electricity, gas, telephone, internet service, weather monitoring service, and refuse service.
- 5. Currently, the City maintains the buildings and facilities including irrigation, and mows the complex and fields approximately 30 times a year. The City's goal is to ultimately have the Respondent take over these functions, but Respondent's Proposal may include taking over the functions entirely from the beginning or may propose taking over facility maintenance and all mowing in phases. Respondent shall assume agreed to 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 Complex unless explicitly stated in the Agreement. 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; field markings; fertilization/weed control and watering/irrigation of all sodded, seeded and landscaped areas within the complex.
- 6. If the Respondent assumes maintenance for the irrigation system, they shall maintain all irrigation lines through the sports 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 Respondent 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. Respondent may charge and collect admission for games scheduled at the Complex and may charge parking fees. Respondent may charge league, tournament, rental or other fees associated with use of the Complex.
- 8. Respondent 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 without written permission of the City. No glass bottles are permitted in the Complex. No selling of items or services considered inappropriate, deemed objectionable, or denied by the City, will be allowed. Respondent shall not be permitted to use tents, or any other such use outside of existing site building without written permission of City.
- 9. Respondent shall solicit financial and in-kind sponsorships, which may include in-kind services or products, sponsorships of individual amenities or events, naming rights for individual amenities, individual fields, or the complex as a whole. Facility Naming Rights and any agreement that extends beyond the term of the management contract must be approved by the City.
- 10. Respondent shall implement a marketing program with the goal of promoting sports play. The Respondent is expected to work with the Tulsa Sports Commission to schedule regional and national events that have been determined by the City or its contractor VisitTulsa to have a beneficial economic impact for the City.
- 11. Respondent 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.
- 12. Respondent shall obtain background checks for each of its employees as required by City of Tulsa policy and procedure.
- 13. Respondent shall adhere to City of Tulsa, State of Oklahoma, and federal requirements for environmental protection. The Respondent must insure that all chemical applicators are licensed by the State of Oklahoma.

- 14. Respondent 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

#### IV. PROPOSAL CONTENT

In order to be deemed fully responsive to this CSP, Respondent 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 Proposal.** 

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

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

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

#### A. EXPERIENCE, QUALIFICATIONS AND CAPABILITIES

Respondents must be able to demonstrate five (5) years' experience owning, managing, or operating a business of similar type, size and scope as the Sports Complex operation set forth and described in the CSP. Experience must include scheduling and hosting regional and national events and must include experience generating sponsorships. Proposals with less than the minimum experience will be disqualified.

#### 1. General Business Statement

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

#### 2. Narrative

Provide a narrative describing in detail the duration, extent, and quality of the Respondent'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 Respondent'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.

#### 3. Financial Statement

The Financial Statement shall be the most recently available (not to exceed 1 year old) full and detailed presentation of the Respondent's condition of assets, liabilities, and net worth. The report must include a balance sheet and income statement. If the Respondent 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. Upon City's request, Respondents shall provide its source of funding for the project as proposed.

#### 4. Credit Worthiness

Respondents 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 Proposal 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 Proposal.

#### 5. References

Financial, client, and vendor references are used to confirm information provided by Respondents, and to evaluate the Respondent's quality of experience and past performance, as provided below. To adequately substantiate the claims made in the Proposal, Respondents are encouraged to provide references that are familiar with the individual and business. Respondents should notify their references in writing that a representative from the City will be contacting them.

For the purposes of this CSP, Respondents 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. Respondent References: Respondents 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.

#### 8. Corporate Structure

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

#### **B. OPERATIONS PLAN**

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

It is expected that operations will include national, regional and other large sporting events; and may include leagues, tournaments or other events. Rentals or other use for local leagues or organizations may be included when Respondent deems them financially viable but are not required.

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 Proposals that demonstrate Respondent'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 Complex.

#### 1. Vision/Mission Statement/Business Philosophy

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

#### 2. Proposed Staffing Plan

Provide a proposed staffing plan.

#### 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 Complex at its current level.
- b. Provide a list of Respondent 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

Provide employee policies and training manual.

#### 7. Marketing and Advertising

The marketing program should include, but is not limited to, proposed approaches, methodologies, media, advertising materials, schedules, and budget allocations. Include how Respondent would collaborate with the Sports Commission on marketing and scheduling events.

#### 8. Community Involvement/Community Outreach

Provide examples of ways you can add value and benefit to the surrounding community and Complex visitors.

#### 9. Products, Merchandise, and Services

Provide a 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 Complex users and be compatible with and complementary to the mission of the Sports Complex.

#### C. FACILITY IMPROVEMENT PLAN

#### 1. Facility Improvement Plan

- a. What are your priorities for improvements to the facility?
- b. What financial contribution can Respondent provide towards one or more of the capital improvement projects?

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2. As a condition of the Agreement, the successful Respondent 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 Proposal shall be included as an exhibit to the contract.

#### D. PROFIT SHARING

#### 1. Profit Sharing

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

#### 2. Cash Flow Analysis and Pro Forma

Include an analysis of the Respondent'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, sponsorships, and any other projected revenue. 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. What, if any management fee or other maintenance or financial support the Respondent would require from the City each year of the term
- d. All factors and assumptions underlying the Pro Forma analysis should be clearly specified.

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

#### VI. PROPOSAL SUMMARY

#### A. Operations Feasibility

Summarize Respondent'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 Respondent's ability to: develop, furnish, equip, operate and maintain the facility in a high-quality manner; provide the public with quality services; pay the City a profit share of the Complex revenues; and provide a reasonable return on the investment.

#### **B. Final Summary**

The Proposal 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 Respondent that shall incorporate this CSP and the chosen Respondent's Proposal ("Seller"). 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 an initial period of five (5) years, effective as of the date signed by City, and may be renewed, in City's sole discretion, up to three (3) successive non-competitive renewal terms of five (5) year 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, Seller must vacate the 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 Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on Seller'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 Seller. Seller 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). Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.

- 5. General Liability. Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
  - Seller 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 Seller, 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. Seller 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 Seller or Seller'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 Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under. Any information submitted by Seller to City which Sellers deems to be a trade secret must be submitted in a separate envelope and clearly marked "Trade Secret Information", the name of the Seller and TAC number for this Proposal. Seller 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. Seller 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. Seller 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. Seller 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. Seller 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. Seller may not assign the Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
- 13. City has the right to enter the Complex at any time for the purpose of monitoring Seller's compliance with the terms of the Agreement.

#### 14. Restricted use:

- a) Seller shall not sublease or use the Complex except as agreed to in writing by the City.
- b) Before installing or erecting any permanent structures and/or improvements to Complex, Seller shall submit its plans for the said structures and improvements to City. Seller 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.
- 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) Seller 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, Seller 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 Seller 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 Respondent's Proposal signed by Respondent's authorized representative represents Respondent'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 Proposal.

#### **VIII. EVALUATION COMMITTEE:**

A panel consisting of not less than 5 will evaluate Proposals. 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 Respondent.

#### IX. EVALUATION AND AWARD:

The City evaluates Proposals 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 Respondent to perform the contract or provide the service required,
- B. Whether the Respondent 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 Respondent,
- D. The quality of performance by Respondent of previous contracts or services.
- E. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
- F. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
- G. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
- H. The ability of the Respondent to provide future maintenance, support and service related to Respondent's Proposal,
- I. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
- J. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
- K. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
- L. If an evaluation committee performs the evaluation, the recommendation of such committee.

#### X. SPECIFIC PROPOSAL EVALUATION CRITERIA FOR THIS CSP

#### XI. 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 Proposal must clearly state the name of the 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 Proposal. Your Proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents 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. Respondent's response to this CSP and any subsequent correspondence related to this Proposal Process, if accepted by the City, may be considered part of the contract at the City's sole Discretion, if one is awarded to Respondent.
- F. Prior to contract signing, Respondent shall provide evidence of insurance and bonds as required in Exhibit B.

## **RESPONDENT INFORMATION SHEET**

Respondent is organized)		
State of Organization:		_
Respondent's Type of Legal Entity: (check  Sole Proprietorship Partnership Corporation Limited Liability Company	one)  Limited Partnership Limited Liability Partnership Limited Liability Limited Partne Other:	
Respondent's Address:Street	ity State	Zip Code
Respondent's Website Address:		
Sales Contact:	Contact for Lega	l Notice:
Name:	Name:	DIA
Title/Position:	Title/Position:	
Street:	Street:	
City:	City:	
State:	State:	
Phone:	Phone:	
Email:	Email:	
How did you learn about this busin	<mark>ss opportu</mark> nity with the City	of Tulsa?
☐ Email from Assigned Buyer		
☐ City of Tulsa Website		
☐ Tulsa World posting		
□ Purchasing search engine		
☐ Industry colleague		

## Exhibit A

## **Price Sheet Summary**

Respondent's Legal Name:  (Must be Respondent's company name as reflected on its organization Respondent is organized)	onal documents, filed with the state in which
Please present a Fee Total for Complex Mana the scope of this Request for Proposal:	agement Services as spelled out in
Proposed Fee Total Year 1	\$
Proposed Fee Total Year 2	\$
Proposed Fee Total Year 3	\$
Proposed Fee Total Year 4	\$
Proposed Fee Total Year 5	\$
Respondents must also present a Profit Sharing Pe as projected in Respondent's cash flow analysis ar year's services, to be paid to City:	
Year 1:%	
Year 2:%	
Year 3:%	
Year 4:%	
Year 5*:%	
Profit Sharing points will be assigned based on applied to Respondent's projected gross profit	
* - this will be the percentage used for any subsequent re	enewal terms.
<u>Authorized Signature Here</u> ►	
Printed Name:	

#### **AFFIDAVIT**

### NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF
COUNTY OF)
I,, of lawful age, being first duly sworn, state that:  (Seller's Authorized Agent)
<ol> <li>I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.</li> </ol>
<ol> <li>I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and</li> </ol>
<ul> <li>3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party: <ul> <li>a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,</li> <li>b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor</li> <li>c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.</li> </ul> </li> </ul>
4. No officer or employee of the City of Tulsa or the Tulsa Public Facilities Authority (TPFA) either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 or TPFA own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
<ol><li>All invoices to be submitted pursuant to this agreement with the City of Tulsa and TPFA will be true and correct.</li></ol>
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee
of the City of Tulsa, the TPFA or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.
By:Signature Title:
Subscribed and sworn to before me thisday of, 20
Notary Public
My Commission Expires:
Notary Commission Number:

The Affidavit must be signed by an authorized agent and notarized

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List [	Date ar	nd Ti	tle/Nun	nber of	all add	enda	or ame	ndments: (W	rite "None	e" if app	licable)	•		
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								Sign H	ere ▶					
			R	1	S		C	Printed	Name:	1	15	S	0	N
								Date:						

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#### **EXHIBIT B**

## Tulsa Parks Liability Insurance Requirements

Seller shall be the named insured under all policies with an authorized insurance company licensed to do business in Oklahoma and shall secure prior to the Effective Date of this Agreement and shall keep in force at all times during the term of this agreement the following insurance:

#### **Commercial General Liability**

Limits of at least:

\$1,000,000 Per Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products – Completed Operations Aggregate

- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- The City shall be named as Additional Insured on a primary and non-contributory basis.
- Respondent agrees to waive its rights of recovery against the City. Waiver of Subrogation in favor of City shall be added to the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

#### Automobile Liability

Limits of at least:

\$2,000,000 Combined Single Limit (CSL) Per Occurrence

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos operated by awarded proposer, agents and employees in connection with the project, whether owned by the awarded proposer, the City, or otherwise.
- Waiver of Subrogation in favor of the City.

#### Workers Compensation

Limits of at least:

Statutory coverage for the state of Oklahoma

Waiver of Subrogation in favor of the City

Umbrella / Excess Coverage and Professional Liability
Umbrella / Excess Limits of at least:
\$2,000,000 Per Occurrence
\$4,000,000 Aggregate

- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability, and Auto Liability.
- Coverage shall be on a per location / per project basis.
- Coverage shall be on a Primary and non-Contributory basis including completed operations.
- Waiver of subrogation in favor of City Tulsa

Professional Liability Limits of at least: \$1,000,000 for claims and negligent errors, acts or omissions

Seller shall at all times during the term of this Agreement maintain workers' compensation insurance with an authorized insurance company licensed to do business in Oklahoma, or through CompSource Oklahoma, insuring its employees in amounts equal to or greater than required under law.

Seller shall provide the City with current valid original certificates of insurance prior to commencement of this agreement and annually prior to policy renewals evidencing compliance with this Section.

Seller shall provide the City with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely the awarded proposer's responsibility to provide notice to the City, should any required insurance be cancelled or non-renewed. Failure of the awarded proposer to provide all insurance requirements, or to provide notice, shall not relieve the Contractor of its obligation under this contract.

If Seller employs subcontractors in the performance of its work, awarded proposer agrees to obtain equivalent insurance provisions from its subcontractors as required under this agreement and provide a copy of their certificate of insurance to the City.

#### **Financial Security**

Any and all companies providing insurance required by the contract/agreement must meet the minimum financial security requirements as set below. Companies providing insurance must have a current:

- Best's Rating not less than A (Excellent), and
- Best's Financial Size Category not less than Class VII (\$50M-\$100M)
- The Rating for each company must be indicated on the Certificate of Insurance

#### Performance Bond

The Seller shall provide to the City a surety and performance bond in the amount of one million dollars to protect the City against loss due to the inability or refusal of proposer to perform under the management agreement.

#### Permits and Licenses

The Seller shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost.

# **SPORTS COMMISSION**

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#### **RESPONDENT CHECKLIST**

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Submitter's Name:	
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RESPONDENT CHECKLIST							
RESPONDENT DOCUMENTS	INCLUDED?						
Cover Letter							
Proposal Narrative (To Include Requirements as listed on page 7)							
Respondent Information Sheet (required form)							
Exhibit A Price Sheet Summary (required form)							
Exhibit B Insurance and Bond Requirements							
Affidavit (Non-Collusion, Interest & Claimant) (required form)							
Acknowledgement of Receipt of Addenda (required form)	SCIO						
Additional Information (Optional)							

Please Return Entire RFP Packet

#### **PACKING LABEL**

#### **Top Left-hand Corner**

FROM: Name Respondent's Legal Name Street Address City, State, Zip Code

#### FROM:

## City of Tulsa - City Clerk's Office

175 East 2<sup>nd</sup> Street, Suite 260 Tulsa, OK, 74103

#### **Respondent Submission For:**

CSP TAC# 959A

RFP DESCRIPTION: Mohawk Sports Complex Management Services

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.