
Request for Proposal

TAC 983B

Professional Services for
Operation of Ben Hill Recreation Center

NIGP Commodity Code(s):

918-75 Management Consulting

961-68 Sports Professionals Services Including Sports and Recreational Program

971-02 Athletic Facility Rental or Lease

988-64 Parks Systems Administrative Services

**Submit proposals
(sealed) to:**

Deputy City Clerk

City of Tulsa

175 E. 2ND Street, Suite 260

Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of EnergySM

I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), the City of Tulsa ("City") is searching to secure professional services from a qualified operator (the "Operator") to operate the Hill Recreation Center as more fully described in Exhibit A attached here-to and incorporated herein (the "Center"), for the City's Park and Recreation Department ("Park Department"). The main goal for Operator is to enhance public offerings to meet the mission and goals of the City. The Park Department is interested in a relationship with Operator which involves cooperation among the Operator and City, bringing resources together to provide recreational services.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, September 06, 2017, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "**RFP TAC983B, Operation of Ben Hill Recreation Center**". **Proposals received late will be returned unopened.**
2. Proposals shall be delivered sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
3. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **Tuesday, August 22, 2017**.

Terry O. Thomas, Senior Buyer

Phone: 918-596-7559

tthomas@cityoftulsa.org

Any questions regarding this RFP 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. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The 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.
6. **Applicants wishing to tour the Center should do so by Thursday, August 17, 2017. To make an appointment for a tour, call Mike Battenfield at 918-596-2486.** Any questions as a result of this tour must be directed to the Buyer, Terry Thomas, in writing via email address given above and include **TAC983B** in the "Subject" line. Communication with anyone other than the Buyer during the sealed proposal process could result in your response being rejected.

B. General Notifications

1. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits 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.
2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

"The Respondent shall take the necessary actions to ensure its facilities 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."

4. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
5. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the

discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.

6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

III. BACKGROUND

The mission of the Park Department is to provide services and facilities to citizens that will improve their quality of life and meet their recreational, educational and cultural needs and desires. As a result of budget constraints, the City is not presently able to repair, maintain, staff, and/or operate the Center and is looking to partner with a firm or organization to complement the Park Department's mission and provide much needed services to the citizens of Tulsa.

IV. SCOPE OF WORK

1. The Respondent shall be responsible for compliance with all, state, federal and local laws and regulations.
2. The Respondent shall **accept the Center "AS IS" and will be responsible for making all necessary repairs to the Center.** The necessary repairs, of which the City is currently aware, and estimated costs of each are listed on Exhibit D attached hereto. All maintenance will be the responsibility of the Operator. In the event a fire suppression system is required by code for the proposed use of the Center, the Operator must install the required fire suppression system prior to the opening of the Center. The estimated cost of fire suppression is shown on Exhibit F attached hereto.
3. The Respondent shall manage the Center to provide non-religious recreational and/or educational programs to the public, including providing the staffing, program supplies and equipment, upkeep of the Center, and payment of all utility and security costs. The activities offered by the Operator must be suitable for and compatible with the surrounding neighborhood. Examples of these activities include: sports and exercise programs (such as volleyball, basketball and open gym); performing and visual arts; personal health and lifestyle classes; and support meetings or community meetings.
4. The Respondent shall provide all program equipment and supplies necessary to perform the activities and manage the Center. Before Operator begins operating the Center, City will provide an inventory of the Center's equipment or other property that Operator may use in the course of its activities. However, Operator will be required to maintain, repair or replace City's

equipment or other property that is damaged, lost or stolen.

5. The Respondent shall provide all staff and personnel necessary to perform the activities and manage the Center. Operator must ensure that its staff and personnel (including temporary employees or volunteers) are qualified and competent to perform the assigned tasks, have completed a drug test and background check at Operator's sole cost, and are acceptable to City. Operator will provide a copy of the background checks to the Park Department on a yearly basis.
6. The Respondent shall pay 100% of all utility deposits and expenses for Center and its operation. These include costs for electricity, water, sewer, gas, trash, telephone, fax, security alarm systems, glass repair, cable and/or internet services, including any associated equipment costs. All utility accounts must be in Operator's name. Operator must transfer all utility services to its name and pay deposit in full before it will be allowed to occupy the Center. Historical utility information is provided for informational purposes only and is attached as Exhibit C hereto. Upon signing the Operating Agreement, Operator must provide the City the amount of the deposit required by each utility.
7. The Respondent shall be allowed to sell concessions per Tulsa Health Department standards, charge participants activity fees or rent space for certain events so long as such events, rates and fees are approved by City in advance. All proceeds from the programs, activities, concessions and rentals must be deposited no less than weekly into a separate bank account maintained by Operator. Such proceeds must be used solely for operation of the Center, including the programs, activities, maintenance, equipment and improvements. City shall have the right, at any time, to audit Operator's procedures, books, records, bank statements or other documents that it might request
8. The Respondent shall provide to the Park Department a quarterly report - due by the tenth (10) day of the month following the end of each quarter - on the form provided by City that details the activities and programs that have occurred and the attendance, income, receipts and expenditures for that quarter at the Center
9. The Respondent shall provide all of its own office equipment, including but not limited to telephones, computers, fax machines, photocopiers, etc
10. The Respondent shall provide custodial services for the Center, achieving at least the minimum standards as provided by the Park Department. Operator must provide all paper and cleaning products necessary for Center's cleaning and daily maintenance. Operator must provide all light bulbs required, except City will change the light bulbs in the gymnasium when needed and requested. Operator must maintain the premises surrounding the Center by picking up all trash on the property within fifty (50) feet of the building. Graffiti must be removed within 48 hours. Operator must provide pest control for the Center
11. The Respondent shall provide for any security at the Center, such as security guards or security alarm systems. Operator is responsible for all false alarms, including any fines
12. The Respondent shall obtain at Operator's expense and keep in effect during

the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

OPERATOR'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the Buyer with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. TAC number

The Operator shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Operator to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Operator to comply with the insurance requirements herein may be deemed a breach of the Operating Agreement. Further, an Operator who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

- 13. The Respondent shall provide to City of Tulsa, at Operator's expense, a fidelity bond in the amount of twenty thousand dollars (\$20,000.00), indemnifying the City from any loss or theft of fees, applicable taxes and other municipal funds or property by Operator or its employees, volunteers, subcontractors or agents.
- 14. The Respondent shall obtain approval by the Park Department prior to marketing the products, services and activities at the Center, City may include information about Operator's programs and services in other City publications.
- 15. The Respondent shall be required to execute the contract attached hereto as

Exhibit E incorporating these requirements and other terms and conditions, including indemnification of the City. Such contract will be for a one-year term but may be renewed, in City's sole discretion, up to four times for additional one-year terms.

16. The Respondent shall conduct all activities in compliance with federal, state, and local laws and regulations.
17. The Respondent shall open the Center to the public a minimum of 45 hours per week.
18. The Respondent shall offer only those activities at the Center proven nonpolitical and nonreligious in nature and shall not restrict participation based on race, color, sex, religion, disability, or national origin.
19. The Respondent shall not sublease any part of the Center and shall not assign performance of any part of the contract with the City without the written consent of City.
20. To be considered for this award, the Respondent shall provide one or more recreational activities.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- 1) Provide a specific, detailed description of the proposed use of the Center. The proposal should demonstrate the respondent's ability to prepare comprehensive programming plans, financial responsibility, operational experience, knowledge of fund-raising as well as provide management services. The proposal must address the demographics of the community and the relationship the planned programming will have on the community's health, safety, education and neighborhood stabilization.
- 2) Provide a list of the specific activities respondent will offer at the Center and a list of activity or program fees, if applicable.
- 3) Provide respondent's estimated annual budget of anticipated income and expenditures. The budget needs to identify the capacity for marketing programs provided at the Center.
- 4) Provide a narrative statement that includes:
 - a. A mission statement that provides a clear description of the respondent's organization.
 - b. A clear understanding of the objectives of the Park Department as stated above.
 - c. A description of what the respondent can bring to this Center and how the respondent plans to achieve these goals.
 - d. Demonstration of respondent's capacity to conduct successful programs by giving examples of its past programs and descriptions of other relevant recreation projects.
 - e. Description of the respondent's expectations from the Park Department and/or City.
- 5) Provide information about respondent's firm or organization including:
 - a. Identification, qualifications and experience of the organization,

- including the names and titles of principals and/or board members.
- b. Qualifications and experience of managerial and program staff that would be working at the site.
 - c. Names, addresses and telephone numbers of at least three references for each participating principal and managerial staff.
 - d. History of the firm or organization.
 - e. Whether the firm or organization has been a party to a lawsuit in the past five (5) years.
 - f. Proof of status from the Oklahoma Secretary of State: (I) Certificate of Good Standing, and (ii) certified copy of the Certificate of Incorporation.
 - g. Supplement proposals with brochures of the firm or organization that address the submission requirements.
- 6) Provide information about your financial status:
- a. A financial statement for the 2016 calendar year and first quarter of 2017 is required.
 - b. Identify operating funds and amounts.
 - c. Provide a contact from your bank to verify the information provided.
 - d. Provide a list of credit limits for all accounts.
 - e. If the firm or organization has filed for bankruptcy in the past five (5) years, provide case number and present status.

VI. RESPONDENT AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following:

- A.** One (1) unbound original and five (5) bound copies of the proposal plus one (1) electronic copy.
- B.** A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C.** A description of previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D.** Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- E.** To ensure that this project is completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- F.**

- G. If unable to meet the minimum requirements of this RFP, provide explanations and an alternate proposal for consideration. City will determine if an alternative is acceptable in its sole discretion.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. The approval of the selected Respondent 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 selected Respondent(s).

The proposals will be evaluated based on each respondent's ability to meet the criteria as outlined in this RFP. A maximum of 100 points will be awarded. Proposals will be evaluated as follows:

- A. 35 maximum points - City will consider the use and neighborhood compatibility when selecting a proposal. City will evaluate the impact of the proposed use of the site on the surrounding neighborhoods, including the social and cultural impact, quality of life enhancement and the potential for success as well as benefit to the City, community and citizens.
- B. 35 maximum points - past projects and management experience/qualifications of the principals of the firm, managing professional (s) and key staff selected for the project.
- C. 30 maximum points - Financial standing/capability.

VIII. TIME FRAME FOR REVIEW:

The City expects the review process will be 6-8 weeks, but is contingent on the number and complexity of responses. This period includes initial interviews. Secondary interviews and / or requests for revised proposals may extend the period.

IX. AWARD OF PROPOSALS:

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,

6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. 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 Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
13. If an evaluation committee performs the evaluation, the recommendation of such committee.

X. MISCELLANEOUS

- A.** The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the Agreement, if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D.** Your proposal must clearly indicate the name of the responding organization, including the Respondent'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.
- E.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

- F. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

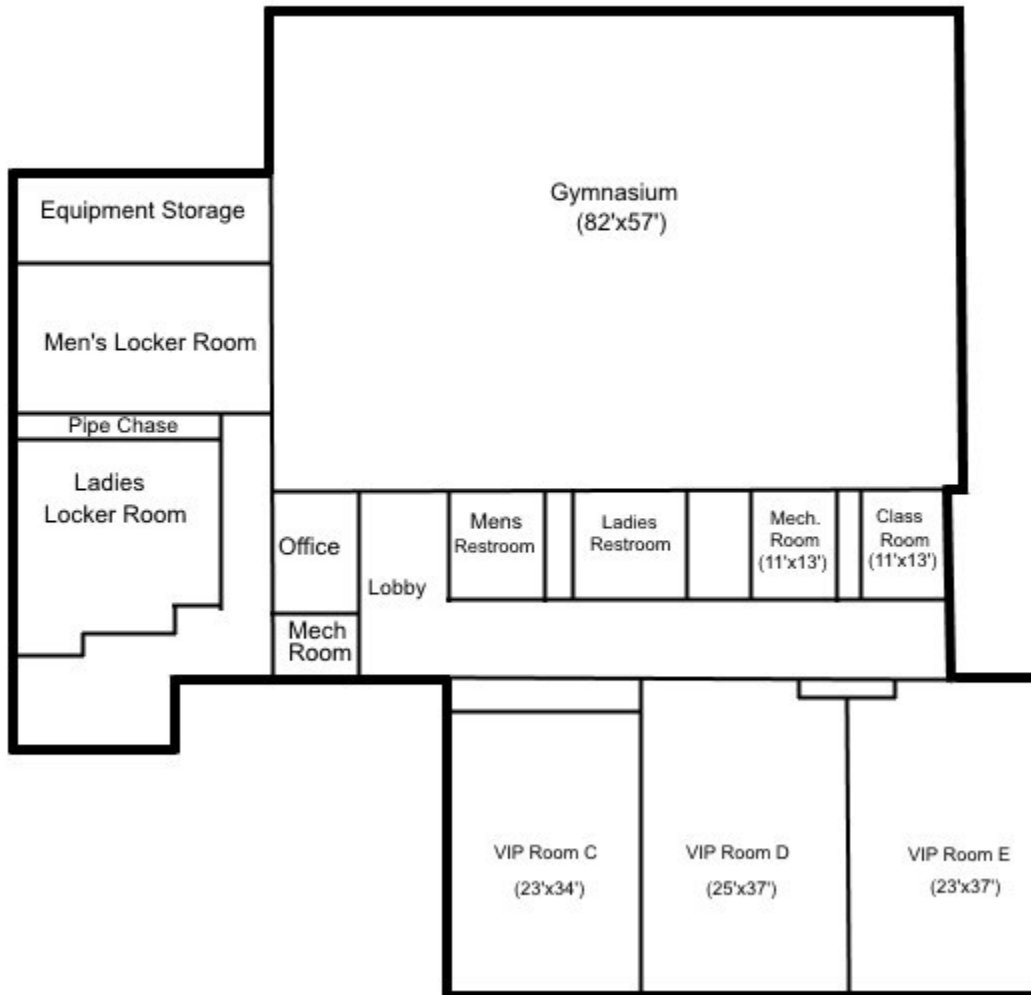
The City shall not infringe upon any intellectual property right of any Respondent, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

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EXHIBIT A

Hill Recreation Center, 210 East Latimer Place - Building Size: 12,402 sq. ft.

Ben Hill Recreation Center



**EXHIBIT B
RESPONDENT INFORMATION SHEET**

Respondent's Legal Name: _____
(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|---------------------------|-------------------------------------|
| () Sole Proprietorship | () Limited Liability Company |
| () Partnership | () Limited Liability Partnership |
| () Corporation | () Other: _____ |
| () Limited Partnership | |

Address: _____
 Street City State Zip

Website Address: _____ **Email Address:** _____

Project Manager:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

Legal Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
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Project Manager:

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NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn,
state that:

(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Respondents 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.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - 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
 - c. in any discussions between Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____

Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

**The Affidavit must be signed by an authorized agent and
notarized**

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. 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 Respondent'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 Respondent's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

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

AFFIDAVIT OF CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states 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 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.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

My commission number: _____

Notary Commission Number: _____

County & State Where Notarized: _____

**The Affidavit must be signed by an authorized agent and
notarized**

EXHIBIT C

Historical Utility Information

Hill Recreation Center 2006 - 2008

Type	Account Number	Date	2006	2007	2008 *
Gas	111-1028692	1/31	1,471.69	994.05	4.00
Gas	111-1028692	2/28	864.80	1,464.17	43.80
Gas	111-1028692	3/31	756.31	675.67	3,169.35
Gas	111-1028692	4/30	399.55	277.67	941.14
Gas	111-1028692	5/31	119.04	-506.54	434.30
Gas	111-1028692	6/30	78.57	55.67	89.52
Gas	210042778104475000	7/31	57.79	62.84	76.79
Gas	210042778104475000	8/31	54.95	50.58	70.70
Gas	210042778104475000	9/30	52.02	39.90	71.27
Gas	210042778104475000	10/31	55.23	61.71	71.73
Gas	210042778104475000	11/30	254.39	300.60	73.54
Gas	210042778104475000	12/31	720.33	651.02	-
Total			\$4,884.67	\$4,127.34	\$5,046.14

Type	Account Number	Date	2006	2007	2008
Electric	9582433320	1/31	791.58	489.56	247.77
Electric	9582433320	2/28	582.55	517.66	209.62
Electric	9582433320	3/31	632.26	359.79	206.03
Electric	9582433320	4/30	564.83	238.51	191.68
Electric	9582433320	5/31	651.55	290.86	288.42
Electric	9582433320	6/30	1,273.69	384.03	420.35
Electric	9582433320	7/31	1,907.46	594.71	773.08
Electric	9582433320	8/31	1,914.70	761.54	759.91
Electric	9582433320	9/30	2,861.68	0.00	535.83
Electric	9582433320	10/31	799.24	523.75	279.32
Electric	9582433320	11/30	517.81	237.25	251.53
Electric	9582433320	12/31	514.23	254.78	337.22
Total			\$13,011.58	\$4,652.44	\$4,500.76

Type	Account Number	Date	2006 *	2007	2008
Water & Sewer	10367193	1/1		29.58	39.42
Water & Sewer	10367193	2/1		67.50	39.42
Water & Sewer	10367193	3/1		58.02	29.58
Water & Sewer	10367193	4/1		67.50	59.10
Water & Sewer	10367193	5/1		76.98	49.26
Water & Sewer	10367193	6/1		48.54	39.42
Water & Sewer	10367193	7/1	31.24	67.50	14.79
Water & Sewer	10367193	8/1	31.24	48.54	19.71
Water & Sewer	10367193	9/1	26.89	67.50	19.71
Water & Sewer	10367193	10/1	31.24	48.54	39.39
Water & Sewer	10367193	11/1	38.49	39.42	17.68
Water & Sewer	10367193	12/1	43.23	29.58	28.08
Total			\$202.33	\$649.20	\$395.56

* Information for some periods are unavailable.

EXHIBIT D

REPAIRS NEEDED TO HILL RECREATION CENTER

Repair	Description	Estimated cost
Ceiling	Furnish and install 2100 sq ft of 2'x4' ceiling grid Furnish and install 2100 sq ft of 2'x4' ceiling tile	\$7,438.00
Electrical	LED fixtures, install feeder conductors, make receptacle switches operable	\$ 56,840.00
HVAC	Install two 10 ton "twined" split system	\$100,807.00
Plumbing	Install domestic cold, hot water and recirculation line, replace main from meter to building	\$55,000.00
Roof	Installation of 2" ISO and a layer of TPO 60	\$74,977.00
Sprinkler System	Sprinkle Hill recreation center.	\$139,422.99
Estimated Total		\$434,484.00

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**EXHIBIT E
OPERATING AGREEMENT FOR
COMMUNITY CENTER**

THIS OPERATING AGREEMENT FOR COMMUNITY CENTER (“Agreement”) made and entered into by and between the **City of Tulsa**, Oklahoma, a municipal corporation (“City”), 175 East 2nd Street, Tulsa, Oklahoma 74103 and _____ (“Operator”), a _____.

WITNESSETH:

WHEREAS, City is the owner of a recreational facility located at 210 E Latimer Street N, Tulsa, Oklahoma, known as the Hill Recreation Center (“Center”); and

WHEREAS, City wishes to maximize the use of the Center and has solicited proposals for the operation of the Center through its Request for Proposal TAC-983B (“RFP”); and

WHEREAS, Operator wishes to offer its services to operate the Center on a secular basis for the benefit of the public as set forth in Operator’s Proposal dated _____ (“Operator’s Proposal”);

NOW THEREFORE, in consideration of the mutual benefit each party shall receive as a result of this Agreement, City and Operator do hereby agree as follows:

ARTICLE I –OPERATOR’S DUTIES AND OBLIGATIONS

In addition to any duties and obligations set forth elsewhere in this Agreement, the RFP and Operator’s Proposal, Operator shall have the following duties and obligations under this Agreement:

1. Operator shall develop, implement and organize secular recreational and/or educational opportunities for the public at the Center. All activities at the Center shall be non-political in nature and conducted in compliance with federal, state and local laws and regulations.
2. Operator may reserve, on an annual basis, the use of such rooms and space as may be desired for exclusive use by Operator, ensuring that the public has an equal opportunity to reserve such rooms and space except space used by Operator exclusively for administrative purposes. All rentals of rooms and/or space must adhere to the present rental fees adopted by the City Council and Mayor. Discounts for rentals are not permitted. The City will provide a listing of fees to Operator, which Operator shall be required to follow (See Attachment A, Approved Park Fees.) Operator shall provide the staff to operate the Center and at least one (1) staff member shall be present at all times during the Center’s operating hours. Prior to staffing the Center, Operator shall submit the names of its volunteers/workers to City for approval. No individual shall staff the Center unless he/she has first been approved by City. All rental proceeds must be used solely for operation of the Center in accordance with paragraph 5 herein.

3. Operator shall be responsible for the sale of concessions, as well as the daily maintenance and operation of the concession areas. All concessions must be operated in compliance with City and state regulations. Operator shall provide to the City a copy of its health department certification prior to selling/giving away food. All sales proceeds must be used solely for operation of the Center in accordance with paragraph 5 herein.
4. City shall have the right and Operator shall permit City, at any time, upon at least three (3) days' notice, to audit Operator's procedures, books, records, bank statements or other documents that City might request. An outside auditor may be hired by the City to conduct an audit.
5. Operator shall use all proceeds from operation of the Center solely for operation of the Center, including salaries of employees, the programs, activities, maintenance, equipment and improvement.
6. Operator shall be solely responsible for any individuals it allows to work at the Center, whether as employees or volunteers or otherwise. Operator shall conduct a nationwide background check at Operator's expense and provide a copy of the report to the City's Park and Recreation Department ("Park Department") before any employee, volunteer, instructor, agent or subcontractor begins working or volunteering at the Center.
7. Operator shall respond to all alarm calls at the Center, and is responsible for providing all security at the Center, such as security guards. Operator is responsible for all false alarms, including any fines.
8. Operator shall be responsible for all custodial duties associated with the Center, including but not limited to, gymnasium floor cleaning, stripping, waxing and buffing tile floors and carpet cleaning. Operator must provide custodial services for the Center, achieving at least the minimum standards as provided by the Park Department. (See Attachment B, Cleaning Standards for Operator Recreation Centers). Operator must provide all paper products and all cleaning products. Operator must provide all light bulbs required, except that City will change the light bulbs in the gymnasium when needed and requested. Operator must also maintain the premises surrounding the Center by picking up all trash within fifty (50) feet of the building. (See Attachment B).] Operator must coordinate, correspond, and communicate all requests, and work orders to Park Department staff. (See Attachment C for contact information).
9. All City parks and facilities have a curfew of 11:00 p.m. to 5:00 a.m. in accordance with City ordinances, specifically 26 TRO §104. The Center may be used during the curfew hours if a waiver is obtained from the City. Waiver applications are available through Customer Service of the Park Department and must be submitted to the Director of the Park Department at least 30 days prior to the date the waiver is requested.

10. Operator shall provide all supplies and equipment necessary to conduct programs and activities and operation of the Center. Operator will be required to maintain, repair or replace City's equipment or other property that is damaged, lost or stolen, normal wear and tear excepted.
11. Operator shall submit an annual budget to City ten (10) days prior to moving into the Center and sixty (60) days prior to the expiration of the initial term and any renewal term of this Agreement. An annual report, which lists all income and expenditures for the year, must be submitted to the City within sixty (60) days following the end of Operator's fiscal year on the form provided by City. The annual report shall include detailed financial reports with copies of current bank statements and a listing of income, and expenditures and copies of receipts within the year, the activity and programs that have occurred, attendance, enrollment, sports in the form of game schedules of leagues and tournaments, board meeting minutes, list of groups that use center and number of volunteer hours (see Attachment D).
12. Operator understands and acknowledges that City is subject to the Oklahoma Open Records Act, 51 O.S. §24A.1 et seq., and therefore cannot assure the confidentiality of information provided by Operator pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements.
13. Operator shall make no physical improvements, changes or alterations, capital or otherwise to the Center without the prior written consent of the City and any such improvements shall become the property of City once made.
14. Operator must provide pest control, at Operator's expense, a minimum of two times a year or as needed. Proof that pest control has been done must be provided to City within one (1) week after pest control has been done.
15. Operator must provide a refundable \$100.00 cash deposit made for each set of keys received from the City. Operator shall not make duplicate keys and shall be required to make an additional cash deposit if keys are lost or misplaced and must be replaced. Failure to comply with this provision will result in forfeiture of the key deposit and may be considered a breach of this Agreement.
16. Operator shall, upon signing of this Agreement, arrange for all utilities at the Center to be transferred to an account in Operator's name and shall promptly pay all utilities in the Center when due through the term of this Agreement. Failure to comply with any part of this provision shall be considered a breach of this Agreement. Operator shall sign the Utility Deposit Understanding (Attachment E) prior to signing this Agreement. Utilities shall be in Operator's name before Operator receives keys to Center.
17. Operator shall be responsible for replacing or repairing all existing physical/mechanical structures at the Center, including care of grounds and buildings, and maintenance of HVAC, plumbing and electrical.

18. Operator shall not at any time permit any lien or claim to be filed against the Center or any part thereof, on account of any charges it has incurred for maintaining, operating and/or improving the Center.

ARTICLE II - CITY'S DUTIES AND OBLIGATIONS

City shall:

1. Have the right to enter the Center at any time for the purpose of monitoring Operator's compliance with the terms of this Agreement; and
2. Be responsible for care of the Ben Hill Park grounds, except for Operator's duties to maintain the premises surrounding the Center as set forth in Article I, paragraph 8 above.

ARTICLE III – DOCUMENTS COMPRISING THE AGREEMENT

This Agreement is comprised of this Operating Agreement for Community Center, including Attachments A, B, C, D, and E to this Operating Agreement, the RFP, and Operator's Proposal. In the event of conflicting or ambiguous language, the parties shall be governed first according to the Operating Agreement, second according to the documents comprising the RFP, and third according to Operator's Proposal.

ARTICLE IV – TERM AND TERMINATION

This Agreement will be for a one-year term commencing on the date the Mayor/ Mayor Pro Tem executes this Agreement and terminates one year from that date, and may be renewed, in City's sole discretion, up to four (4) times for additional one-year terms. Operator understands and acknowledges that any renewals or future contracts are neither automatic nor implied by this Agreement. In the event this Agreement is not renewed, Operator must vacate the Center within ten (10) business days of the Agreement expiration date. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by the City.

This Agreement may also 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 fifteen (15) days from the date of the notice to cure or to submit a plan for cure 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, Operator must vacate the Center no later than ten (10) business days following the date for cure.

Notwithstanding the foregoing, in the event Operator fails to comply with Article I, Section 16 herein, including but not limited to transferring all utility accounts to Operator's name and promptly paying all such accounts by the due date, the City shall upon notice have the right to immediately terminate this Agreement and Operator must vacate the Center no later than ten (10) business days following the date of such notice.

Operator may terminate this Agreement at any time for convenience upon sixty (60) days prior written notice to the City. Operator must vacate the Center no later than ten (10) business days following the termination date set forth in such notice.

A waiver by either City or Operator of any breach of this Agreement must be in writing in order to be effective. Any such waiver shall not constitute a waiver or otherwise affect the waiving party's rights with respect to any other or further breach of the Agreement.

ARTICLE V – INDEMNIFICATION

Operator 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 Operator, its employees', volunteers', instructors', subcontractors' or agents' negligent or intentional acts, errors or omissions.

Operator understands and acknowledges that 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 Operator harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs.

ARTICLE VI – GOVERNING LAW

This Agreement is executed in and shall be governed by the laws of the State of Oklahoma without regard to its choice of law principles. City and Operator stipulate and agree that venue is proper in Tulsa County, Oklahoma.

ARTICLE VII – INDEPENDENT CONTRACTOR

Any services performed by Operator for City shall be rendered exclusively as an independent contractor to, and not as agent or employee of City.

ARTICLE VIII – INSURANCE AND BOND

INSURANCE. Operator must obtain at its own expense and keep in effect during the term of this Agreement (including any renewal periods) policies of General Liability insurance, including product liability and automobile coverage if automobiles will be used (including personal automobiles), in the minimum amounts set forth below and Workers' Compensation and Employers Liability insurance in the statutory limits required by law:

General Liability:	
Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation and Employer's Liability	Statutory limits

Each policy and all certificates of insurance shall name Operator as the insured and name City as an “additional insured” and must be filed with City prior to the commencement or renewal of operation. The Operator shall not cause any required insurance policy to be cancelled or to permit it to lapse. In addition, Operator is also responsible for providing City with 30 day’s prior written notice of any change to or cancellation of the policy, and failure to do so may be considered a breach of this Agreement. Current Certificates of Insurance must be on file with the City at all times. The Certificate of Insurance must be completed with the following information:

1. Full legal name and address of insured;
2. Insurer’s name and address (must be authorized to transact business in Oklahoma);
3. Policy number;
4. Liability coverage and amounts;
5. Commencement and expiration dates; and
6. Signature of authorized agent of insurer.

BOND. Operator shall also provide to City, at Operator’s expense, a fidelity bond in the amount of Twenty Thousand Dollars (\$20,000.00), indemnifying the City from any loss or theft of fees, applicable taxes and other municipal funds or property by Operator or its employees, volunteers, subcontractors or agents.

ARTICLE IV - LIABILITY

Operator’s liability to the City for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by Operator, its participants, employees, volunteers, instructors, subcontractors or agents’ negligent or intentional acts, errors, or omissions is not limited.

ARTICLE X - LEGAL COMPLIANCE

Operator agrees it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services at the Center.

ARTICLE XI – ENTIRE AGREEMENT

This Agreement represents the entire agreement between City and Operator and supersedes any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing, signed by City and Operator.

ARTICLE XII – NON-DISCRIMINATION

Operator agrees that it will not discriminate against any person on account of race, religion, creed, ethnicity, sex, gender, sexual orientation, disability or socio-economic status.

ARTICLE XIII – SEVERABILITY

If any term or provision of this Agreement is determined by a Court to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of City and Operator that if any provision is determined by a Court to be illegal, invalid or unenforceable, there will be added in lieu of such provision a provision as similar in terms as is possible which is legal, valid and enforceable.

ARTICLE XIV – ASSIGNMENT

Neither City nor Operator shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor for any obligation under this Agreement. Nothing contained in this Article shall prevent Operator from employing independent consultants, associates, and subcontractors to assist in the performance of this Agreement; however, Operator shall not employ subcontractors for the performance of this Agreement without the prior written approval of City, which approval shall not be unreasonably withheld.

ARTICLE XV – THIRD PARTY RIGHTS

This Agreement is not a third party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.

ARTICLE XVI – PERFORMANCE OF AGREEMENT

A party to this Agreement may decide not to, or fail to, require full or timely performance of any obligation arising under this Agreement. The decision or failure of a party hereto to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) shall not be deemed a waiver of any such obligation. No such decision or failure shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

ARTICLE XVI – EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission of a counterpart signature page hereof.

ARTICLE XVII – HEADINGS

Headings used herein are for convenience and informational purposes only, are not intended to be used and shall be disregarded in construing this Agreement.

City and Operator acknowledge and agree that they have read and understand the terms of this Agreement and agree to be bound thereby. The parties further acknowledge and agree that

this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, this Agreement has been executed on the dates set forth below, to be effective during the period set forth in this Agreement.

OPERATOR _____

By: _____
(Signature)

(Print Name)

Date: _____

Corporate Secretary
(SEAL)

CITY OF TULSA, OKLAHOMA
A Municipal Corporation

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED:

Assistant City Attorney

ATTACHMENT A Approved Park Fees

Category	Area/Use	Approved	Min. Rental
Youth & Adult Sports			
Lighted Field	Recognized Adult Sports Organizations	\$12/game	per game
	Recognized Youth Sports Organization	\$10/game	per game
	Reserved Private Rental	\$50	4 hrs per field
	For Profit Tournaments		Need Park Director Approval
Unlighted Field	Recognized Adult Sports Organizations	\$10/game	per game
	Recognized Youth Sports Organization	\$7/game	per game
	Reserved Private Rental	\$45	4 hrs per field
	Reserved Single Use - Maintained Infield (Johnson, Mitchell, and Hilti)	Fee same as lighted field	Single use
Clean-up	Sports Fields	25+ teams: \$100	Varied
		16-24 teams: \$75	Varied
		10-15 teams: \$50	Varied
		3-9 teams: \$25	Varied
Maintenance	Sports Field: Games 1-4	4 fields: \$95	4 game set; Daily
		3 fields: \$75	4 game set; Daily
		2 fields: \$45	4 game set; Daily
		1 field: \$25	4 game set; Daily
Outdoor Gyms	Outdoor Gyms	\$15/hour/court	2 hours
Tennis Courts	Courts	\$15/hour/court	1 hour
Permit Fee	Private Instruction-Annual Fee	\$150/year	1 year
Volleyball	Sand and Regular	\$15/hour/court	2 hours
	Helmerich Sand Courts	\$300/day	Per day
	Sand Volleyball Equipment rental	\$10/court	Per day
Mohawk Equestrian Area (Horse Arena)	One-Day or Two-Day Show	One-Day: \$50	Per day
		Two-Day: \$75	
		(plus vendor/ concession fee \$25/day plus \$50 deposit & litter security deposit)	
	Schooling/Workshop/ Demonstration	\$25/4 hours (plus vendor/ concession fee \$25/day plus \$50 deposit & litter security deposit)	4 hours
	Roping Pens	\$10	Per day
Extra Disking of Arena	\$25	Per event	
Pools			
Pool Rental	Whiteside	\$65/hour	2 hours
Pool Admission	All Pools	Free	Ages 3 and under
	General Admission: McClure	\$2/person	Ages 4 and over

Category	Area/Use	Approved	Min. Rental
	General Admission: Lacy, Reed	\$1/person	Ages 4 and over
	General Admission: Whiteside, Berry	Free	All ages
	Season Pool Pass - Family of 4: McClure	\$180	1 pool season
	Season Pool Pass - Family of 4: Lacy, Reed	\$80	1 pool season
	10-Visit Punch Pass: McClure	\$18	1 pool season
	10-Visit Punch Pass: Lacy Reed	\$8	1 pool season
Shelters and Open Space			
Shelter	Large: Mohawk #2 & #6, Hunter, Helmerich, Veterans	\$100	4 hours
	Small	\$60	4 hours
Open Space	Large: Mohawk #2, #6 & Polo Field, Veterans	\$200	Per day
	Small	\$100	Per day
Refundable Deposit	Key Deposit - Restroom and Ballfield Gate keys	\$25 Cash	Per rental
Special Events			
Major/Special Events	Mohawk, Veterans, and all other parks	\$500 plus 5%all direct costs or as set forth contractually plus litter/security deposit	Varied
	Event for Non-Profit Activities	\$500 daily site yuse plus litter/security deposit and all direct costs	Varied
	Sports Events - Walks, Runs and Cycling Events	\$75 plus litter/ security deposit	Daily
	Parking Fees – Mohawk	\$2/car	Per day (Weekends & holidays, April-October)
	Parking on Grass - all other designated parks	\$100/acre plus \$250 deposit/day	Daily
Refundable Deposit	Litter/Security Deposit		
	Attendance: 500 and Under	\$250	Per event
	501 – 1000	\$500	Per event
	1001 – 2000	\$1,500	Per event
	2001 - 10,000	\$2,500	Per event
	10,001 - 15,000	\$3,500	Per event
	15,001 - 20,000	\$5,000	Per event
	Over 20,000	\$6,000	Per event
Amenities	Load Center (Electrical)	\$100	Per day
	SO Cord (Electrical Trunk Line)	\$50	Per day
Non-profit = 25% discount	Mobile Theatre	\$750	Per day
	Canopy Stage	\$500*	Per day
	Aluminum Bleacher	\$50	Per day
	Trash Barrel	\$3	Per day
	Tent - 20'x20'	\$200	Per day
	Picnic Table	\$15	Per day

Category	Area/Use	Approved	Min. Rental
	Climbing Wall	\$150/hr	4 hr maximum
Permit	Event Application	\$25 applied to rental	Per event
Commercial Photography			
Permit	12 month	\$125	1 year
Woodward, Garden Center	6 month	\$65	6 months
	1 week	\$40	1 week
All other parks	Daily, Includes Open Space	\$100	Per Day
Community Center Room Rentals			
Hicks, Reed, Whiteside	Gymnasium - Full Court	\$40/hr non-profit	2 hour
		\$48/hr for profit	
	Gymnasium - Half Court	\$20/hr non-profit	2 hour
		\$24/hr for profit	
	Large Multi-Purpose Room (1400+ sq ft)	\$30/hr non-profit	2 hour
		\$36/hr for profit	
	Regular Multi-Purpose Room (Under 1400 sq ft)	\$25/hr non-profit	2 hour
\$30/hr for profit			
Refundable Cleaning Deposit (Per number of patrons)	\$50: 100 or less	Per reservation	
	\$75: 101-200		
	\$100: 201-300		
	\$250: 301 and Up		
Lacy	Gymnasium - Full Court	\$24/hr non-profit	2 hour
		\$29/hr for profit	
	Gymnasium - Half Court	\$12/hr non-profit	2 hour
		\$14.50/hr for profit	
	Large Multi-Purpose Room (1400+ sq ft)	\$21/hr non-profit	2 hour
		\$25/hr for profit	
	Regular Multi-Purpose Room (Under 1400 sq ft)	\$17/hr non-profit	2 hour
\$20.50/hr for profit			
Kitchen	\$5/hr in conjunction with another room. Otherwise, \$15/hr non-profit; \$6 and \$18/hr for profit	2 hour	
Refundable Cleaning Deposit (Per number of patrons)	\$50: 100 or less	Per reservation	
	\$75: 101-200		
	\$100: 201-300		
	\$250: 301 and Up		
Central	Auditorium	Mon-Thurs: \$125	Per hour
		Fri & Sat: \$200	Per hour
	Kitchen & Atrium	Mon-Thurs: \$100	Per hour
		Fri & Sat: \$125	Per hour
	Vista Deck	Mon-Thurs: \$75	Per hour
		Fri & Sat: \$125	Per hour
	Activity Room 1	Mon-Thurs: \$50	Per hour
		Fri & Sat: \$75	Per hour
	Activity Room 2	Mon-Thurs: \$75	Per hour
		Fri & Sat: \$125	Per hour
Visual Arts Room	Mon-Thurs: \$50	Per hour	
	Fri & Sat: \$75	Per hour	
Non-profit Discount	25% Off		
Internal Discount	75% Off		
(Special Service Fee)	Staff Costs (During non-operating hours -	\$25/hr non-profit;	2 hour

Category	Area/Use	Approved	Min. Rental
	all centers)	\$30/hr for profit	
Community Center Recreation Programs			
Registration Fees (User Fees)	Visual Arts	Free - \$120	Per program period
	Performing Arts	Free - \$120	
	Education	Free - \$90	
	Social	Free - \$50	
	Sports (per individual)	Free - \$50	
	Seniors	Free - \$50	

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ATTACHMENT B

Cleaning Standards for Partner Recreation Centers

Clean DAILY:

- Sweep and mop tile floors.
- Vacuum all carpet.
- Empty all trashcans and re-line.
- Sweep gymnasium floor.
- Dust office area.
- Clean and disinfect office phones.
- Clean all office and door glass.
- Clean and disinfect water fountains.
- Sweep, clean (mop, if needed) outside main entrance.
- Clean all glass doors to the main entrance.
- Pick up trash, glass and debris fifty feet from around the center, as needed.
- Dump mop water.
- Custodial closets kept neat and orderly. OSHA standard states nothing stored within 36" of electrical panel.
- Spot mop gym floor, as needed.
- Chemicals put away in custodial closets.
- Pick up trash within 50 feet of the building

Restrooms – Clean DAILY:

- Sweep.
- Mop thoroughly.
- Clean and disinfect all fixtures.
- Clean all mirrors.
- Clean all chrome.
- Clean walls and dividers, as needed.
- Dump all trash and replace liners.
- Dump sanitary napkin boxes and replace liners.
- Stock all paper fixtures.

Clean TWICE PER WEEK:

- Clean all remaining mirrors and glass, as needed.

Clean ONCE PER WEEK:

- *Use gym scrubber or mop in gymnasium.
- Wash all walls during day camp, as needed.

- Clean and disinfect all trashcans.

- Clean all air vents.
- Clean and disinfect door handles and light switches.
- Dust all corners and ceilings.
- Dust all blinds.

- Dust and clean all light fixtures.
- Dust all furniture in entire facility.

Clean ONCE PER MONTH

- *Clean bleachers, as needed.
 - Light bulbs, as needed.
-

Please Note:

- * City does not provide ladder.

- * **Partners change light bulbs up to ten (10) feet high. City will change light bulbs any higher than this.**

- * NO WAX IS TO BE PLACED ON GYMNASIUM FLOOR.

- * **PARTNERS ARE TO ENFORCE THE RULE OF NO FOOD OR DRINK IN GYMNASIUM.**

- * For wax/strip product, partner is to purchase Pro-Strip from custodial supplier store. We use Showplace Wax.

ATTACHMENT C

Contact Information

PARKS MAINTENANCE REPAIR CENTERS & AREAS OF RESPONSIBILITY

MANAGER: Mike Battenfield

STRUCTURAL MAINTENANCE DIVISION				
SECTION	SHOP	TASKS	SUPERVISOR	
41 Utility Services	Electrical	Water Playgrounds; Splash Pads/ Pools; Irrigation Systems; Swimming Pools	David Beck 918-261-9303	
	Exterior Lighting			
	Plumbing			
	HVAC - (A/C & Heating)			
	Water Specialties			
STRUCTURAL MAINTENANCE DIVISION				
42 Facilities Maintenance	Building Maintenance & Repairs	Playgrounds; Picnic Tables; Park Benches; Tennis Courts; Sports Courts; Hard Surface Maintenance	Tim Thornton 918-519-8701	
	Park Amenities			
	Welding			
	Park Signs			
	Flags			
	Special Event Setup/Breakdown			Load Centers/SO Cords; Tents; Risers; Etc...(Note: Event duties are performed by 45-General Services and 44-Turf Maintenance)
	Security			Alarm Systems
Graffiti Abatement				
Locks & Hardware				
STRUCTURAL MAINTENANCE DIVISION				
42 Custodial Services	Janitorial Services			
	Interior Light Bulb Replacement			
	Deliveries			
LAND RESOURCES DIVISION				
45 Turf Maintenance	Mowing	Grading; Trails drainage work; etc.	Brian Pitts 918-519-6101	
	Mobile Theater			
	Bleachers			
	Concession Trailer			
	Ballfield Maintenance			
	Heavy Equipment Operations			
	Small Engine Mechanics			
Chemical Application				
LAND RESOURCES DIVISION				
45 General Services	Refuse Service			
	Park Cleaning			
	Shelter Cleaning			
	Outdoor Restroom Cleaning			
	Port-A-John Setup			
	Refuse Containers/Barrels			
Park Inspections				
LAND RESOURCES DIVISION				
46 Horticulture / Forestry	Horticulture/Forestry Operations		Heather Michaelson- Hale 918-724-3632	
	Floral Displays: Planting & Maintenance			
	Flower/Shrub Bed Maintenance			
	Tree Planting; Pruning & Removal			

PARKS MAINTENANCE REPAIR CENTERS & AREAS OF RESPONSIBILITY

Park Director	Curfew Waivers		Lucy Dolman ldolman@cityoftulsa.org
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ATTACHMENT D

Year End Report

Year

Enter information in the yellow cells only. Use the tab key to move from one data entry space to another.

Please list your Goals or Accomplishments for the year:

--

What is NOT WORKING WELL? SOLUTIONS to correct what is not working well?

--

Please list Activities for the year-programs, sports games, classes or tournaments	Attendance	Staff taught, Manpower or Volunteer?	Number of Volunteer Hours
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	0	0	0

Please list any Volunteer groups and hours

1
2
3
4
5
6
7
8
9
10

Financial Report			
Beginning Balance	Income	Expenditures	Ending Balance

Please attach Board Meeting Minutes and a current Bank Statement for each month of the year

Please list all current STAFF members:

Prepared by:

Agency:

ATTACHMENT E

Utility Deposit Understanding



I understand that per the Operating Agreement, all utilities at Hill Recreation Center will be transferred to an account in the Operator's name and Operator shall promptly pay all utilities in the Center when due through the term of the Operating Agreement. Failure to comply with any part of this provision shall be considered a breach of the Operating Agreement.

PERSON RESPONSIBLE FOR UTILITIES:

Name

Address

City, State, & Zip code

Phone Number

E-mail address

Received by Tulsa Park Department Representative

Finance Summary

START-UP FUNDING

Source	Amount	Total
Cash in Bank	_____	
In-Kind Donations	_____	
Non-Profit Partner Contributions	_____	
Private Donations	_____	
Volunteer Services	_____	
-Electrical*	_____	
-Mechanical*	_____	
-General Labor	_____	

*Trades must be licensed and bonded

MONTHLY OPPORATING INCOME

Source	Amount	Total
Activity Fees	_____	
In-Kind Donations	_____	
Non-Profit Partner Contributions	_____	
Private Donations	_____	
Volunteer Staffing (Hours x Rate)	_____	
-Janitorial	_____	
-Maintenance	_____	
-Management	_____	

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement (contract) with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that 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 a breach of this Agreement and the documents incorporated herein. 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.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **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.
5. **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 this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that 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.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. 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.
8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder 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 shall 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.

9. **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.
10. **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.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this 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.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

The undersigned Respondent agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____