

4/03/23

## Request for Proposal 23-915

### 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.

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### QUESTIONS/CLARIFICATION/CHANGES:

#### QUESTIONS:

What parks have access to water hookups ?

Attached is the list of parks that will have water hookups

Carbondale – Yes

Cowan – No

Explorer – No

Hicks – Yes, At building

Langenheim – No

McClure – Not close, water hookup at Glass Blowing School (around 150' away from courts)

Norberg – Yes

Ute – Yes

Zink – Yes

Henthorne – Yes

Zeigler – Yes

Leake – No

Rose Dew – No

Starks Cheyenne – Yes

Terwilliger – No

Clark – No

Lakeview – No

Manion – Yes

Whiteside – Yes

Heller – Yes

Tracy – Yes

Berry – No

Chamberlain – No

3/30/23

# Request for Proposal 23-915

## 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.

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### QUESTIONS/CLARIFICATION/CHANGES:

#### CHANGES:

Proposals must be received by **5:00 p.m. on Wednesday, April 12, 2023, Central Standard Time.**

Update to Event dates as shown in **RED**.

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	02/20/2023
Deadline for Questions	04/03/2023
<b>PROPOSAL DUE DATE</b>	<b>04/12/2023</b>
Begin proposal evaluations	04/13/2023
Interviews with proposers (If needed)	04/24/2023
Negotiations with apparent successful proposer begin (anticipated)	04/27/2023
Execute contract (anticipated)	05/10/2023
Begin service delivery (anticipated)	06/01/2023

**QUESTIONS:**

1) Most sites didn't appear to have adequate power (we'll plan on generators) and water.

- Is there a sheet or guide you can provide to show which parks have water access?  
***The following parks will have water access on site:***
- IF no water on site, please be aware of the additional costs for providing onsite water truck with pump.
- Are there community/City restrictions on noise - morning, evening? We typically work mornings and evenings as proper installation of acrylic surfacing is prohibitive during the high sun/UV hours from 12-5p when the temperatures are above 90\*. ***Work should not occur outside of 6AM-8PM***

2) Materials

- What colors do you all request for the various sites?

***2 Color, Blue and Green***

- Do you want 3 colors for pickleball (outside, playing area, and kitchen)? ***Only use two color for all courts***
  - I have attached the Laykold Standard and Tournament color sheets as well as line color sheet for reference
- We noticed several sites where the most recent contractor only installed one coat of paint (it was wearing thru to the old surfacing)
  - I've attached the Laykold Advantage specification -- this is the only surfacing we utilize as it has 2x the traditional/standard factory warranty and the colors last much longer than standard
- Several of the courts need extensive work to level and/or patch -- traditional "Patch Binder" will not provide an adequate long term solution. We will utilize Laykold Basecoat (spec sheet attached) as it is acrylic based, not concrete hardener based.

3) Fencing...

- Do you have sketches or drawings of where/how you want the new fencing to tie into or adjust/add doors? ***Fencing and gates should be placed to separate any two differing court use types (e.g. tennis/basketball, tennis/pickleball) and each court use type should have at least one gate to access the exterior***
- Examples, not exhaustive:
  - At Hicks -- what style of fencing do you require for the soccer portion ... we reviewed another park that had goals built into the fence, however we are not sure of the size/dimensions you want. Additionally, do you want the two interior light poles to come down that will be in the way of the new courts?
  - McClure Park ... how do you want the fencing and doors added?
  - Ute Park ... which side/location for doorway on the new fencing.

- 4) Timing of submittal... could this be adjusted to March 27th or 28th so we have adequate time to review the courts again (after receiving the responses to our questions)?

***Yes, we can adjust submittal time***

- 5) Should one bid each line item on the fee schedule as a stand-alone project or as it's portion of the entire project? Asking as there are significant costs that are shared across multiple locations (water trucks, etc) that will adjust the pricing for each location if the plans are adjusted after the bids are submitted.

***We would like line items bid individually as much as possible, costs shared across multiple locations can be listed as one cost***

#1 - what is your anticipated budget for this project - both in total and by location/line item listed on the Price Sheet Summary; TBD

#2 - what is reasonable timing for this project, most contractors should be nearly 100% booked for this coming year (at this point in calendar year and with bad weather cannot begin until April) AND we would anticipate this carrying into 2024 at a minimum depending on what all parks are selected for this project. ***Work can continue into 2024 if necessary, ideally we will attempt to divide work between multiple contractors.***

#3 - color selection ... should we show a discount for one color courts (all green for example) versus 2 color (blue/green for example) or 3 color (pickleball)

***We would want primarily 2 color, blue & green for most***

#4 - For all locations where courts are being repurposed (ex. tennis converted to basketball), please provide dimensions of the new courts/lines.

***Dimensions will be standard court layout (see purchase order for standards), where converted (e.g. tennis into basketball) the center of the new court should be in the same location as the center of the previous court.***

#5a - Please provide fencing drawing/sketch for each one requested as well as gate placement. For example, at McClure we didn't notice where new gates would be necessary, however it does appear you would need a fence between tennis and newly done pickleball. ***Fencing and gates should be placed to separate any two differing court use types (e.g. tennis/basketball, tennis/pickleball) and each court use type should have at least one gate to access the exterior***

#5b - For "divider" fencing - is it to only separate tennis from pickleball, for example, OR tennis from pickleball and then additional shorter fencing between each pickleball court?

***Fencing will only separate uses, like tennis from pickleball or tennis from basketball. Courts of the same type will not have separation fencing.***

#5c - For fencing, match existing fence heights or use shorter (say 6ft) height for divider fencing -- please specify for each location/adjustment to fencing that needs to occur.

***Fencing should match the height of existing fence heights.***

#6 - Ziegler - we would not recommend doing anything to the tennis unless it is new construction (either concrete/post-tension or asphalt). The expansion joints have failed and there is too much grass/dirt to make this a decent outcome without new construction. The basketball courts will be fine with a layer of Laykold Basecoat over the entire existing area/surface



*If Zeigler tennis courts need complete reconstruction, we will only resurface the basketball courts as part of this work. Zeigler tennis courts will be pushed to a future year when funding will be available for replacement.*

#7 - Henthorn -- tennis and basketball were in very bad shape. The basketball court really needs an asphalt overlay. It is hard to say exactly how badly damaged the surfacing is until all the debris is cleared. Approximately a 2500 sq feet section of the tennis courts will need to be sawcut and removed and the concrete repoured. Is that something that will be added to the bid? Please provide direction on this entire facility.



*Basketball court should include asphalt overlay to get to useable condition. Tennis court?*

#8 - Hicks Park -- light poles need to be removed, not mentioned in the RFQ... please advise. What are the dimensions for the basketball and soccer? It appears you have 3 courts remaining for tennis and 3 converted into basketball/soccer. Other locations (Clark Park for example) have two basketball and soccer inlaid into the fencing. It would seem that you could do this at Hicks and leave 4 tennis and add two basketball/soccer



***Hicks park courts should be modified to use 2 courts for soccer/basketball and 4 tennis courts***

#9 - Cowan written description say resurface 2 tennis, pictures/drawings on page 13 of RFQ shows converting to basketball/soccer. IF intention is to convert to basketball/soccer -- what dimensions, sizing for soccer goal inset in fencing and what are the requirements for the basketball goals/posts?

***Cowan courts are to remain tennis, we had initially planned to convert but received feedback that tennis courts are frequently used.***

#10a -- for all basketball courts, should backboards be replaced - advise which locations.

***Backboards should all be replaced***

#10b -- for newly converted/configured as basketball, what specs do you want for the basketball goals (poles/boards/rims)? IF not stated, there is a wide variation that can be implemented and pricing varies as well.

***Spec not stated, but some product that is highly durable and not too high in cost. No glass backboards that could be broken***

#11 -- would you all accept an alternate bid via SourceWell Co-op contracts? **While we might consider using a sourcewell contract, that will not be determined until we receive pricing on this proposal**

3/20/23

# Request for Proposal 23-915

## 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.

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### QUESTIONS/CLARIFICATION/CHANGES:

### CHANGES:

Proposals must be received by **5:00 p.m. on Wednesday, April 05, 2023, Central Standard Time.**

Update to Event dates as shown in **RED**.

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	02/20/2023
Deadline for Questions	03/24/2023
<b>PROPOSAL DUE DATE</b>	<b>04/05/2023</b>
Begin proposal evaluations	04/07/2023
Interviews with proposers (If needed)	04/17/2023
Negotiations with apparent successful proposer begin (anticipated)	04/21/2023
Execute contract (anticipated)	04/28/2023
Begin service delivery (anticipated)	05/01/2023

# Request for Proposal

## 23-915

**Professional Services for: City Sports Courts Work**

**Department: Parks, Culture & Recreation**

**NIGP Commodity Code(s): 912-65; 912-35**

### RFP Schedule

EVENT	DATE
RFP Issue Date	02/20/2023
Pre-Proposal Conference <i>Location   Zoom/Teams link</i>	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	03/03/2023 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	04/12/2023

If You have any questions or need additional information, contact the Assigned Buyer:

**Donny Tiemann | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)**

*All questions should be emailed with the RFP 23-915 in the subject line.*

**Submit proposals (sealed) to:**

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





**I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City of Tulsa Department of Parks, Culture and Recreation is searching to secure professional services to repair, resurface, and at select locations, convert sports courts in 23 Tulsa Parks. This is the first phase of a capital improvement item in the Improve Our Tulsa 2 sales tax package.

The goal of this project is to rehabilitate the selected courts to a playable and high-quality level. Following the completion of these one-time improvements, Tulsa Parks staff will take over maintenance and upkeep of these courts to keep the courts in good and playable condition. Resurfacings and conversions will be for tennis courts, full basketball courts, half basketball courts, pickleball courts and futsal (soccer) courts.

We enthusiastically look forward to receiving your proposal.

**II. BACKGROUND:**

After an assessment of current court conditions and collecting survey responses from Tulsa residents, Tulsa Parks has determined the selected courts to be most in need of repair or conversion to better serve park users and provide sports facilities that are more reflective of the needs of nearby residents.

Courts to be rehabilitated are either the most in need of repairs, or among the most heavily used.

**III. TIMELINE:**

Due to the seasonal nature of court surfacing, Tulsa Parks would like to begin the work of replacing nets, goalposts, and court fencing of the various courts as early as possible in 2023 and proceed with surfacing in the spring and summer when surfacing can be effectively done. The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	02/20/2023
Deadline for Questions	04/03/2023
<b>PROPOSAL DUE DATE</b>	04/12/2023
Begin proposal evaluations	04/13/2023
Interviews with proposers (If needed)	04/24/2023
Negotiations with apparent successful proposer begin (anticipated)	04/27/2023

Execute contract (anticipated)	05/10/2023
Begin service delivery (anticipated)	06/01/2023

#### IV. SCOPE OF WORK:

1. The Respondent shall perform court resurfacing to conform to the guidelines of the American Sports Builders Association.
2. The Respondent shall replace any goalposts, net posts, fence posts and other court fixtures that are no longer in useable condition or where the court usage is to be changed. Where possible, Respondent shall keep useable fixtures in place. For any removed fixtures, Respondent shall fill and patch over holes left on the court.
3. The Respondent shall repair or replace any substantially damaged portions of chain link fencing around courts and install new fence posts and chain link to separate courts with different uses on the same slab. Where necessary, chain link gates will also be installed to access separated courts. Where possible, Respondent shall preserve undamaged or lightly damaged fence posts and sections of chain link.
4. The Respondent shall repair all cracks, chips, and other flaws in the court subsurface.
5. The Respondent shall pave all courts with appropriate and durable materials.
6. The Respondent shall repaint all courts listed below, including painting of new linework to correspond with the appropriate court type as listed in Attachment A Required Actions & Configurations. Linework should conform to the standard court dimensions designated by the USTA, NBA, USA Pickleball, and US Youth Futsal.

#### V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include the following (diagrams and quantities shown in the attached documents):

At all parks: Court subsurface repairs, removal and replacement of damaged or updated goals, net posts, and other in ground sports fixtures, repair and replacement of existing chain link fencing and posts where necessary.

- 1) Carbondale Park: 1 Existing tennis court to be resurfaced and repainted to one tennis court with pickleball overlay, 1 half basketball court to be resurfaced and repainted
- 2) Cowan Park: 2 Existing tennis courts to be resurfaced and repainted

- 3) Explorer Park: 4 Existing tennis courts, 2 of which are to be resurfaced and repainted, 2 of which are to be resurfaced and converted to four pickleball courts. Tennis and pickleball to be separated by chain link fence. Additional gate to be added to exterior fencing allowing access to both uses.
- 4) Hicks Park: 6 Existing tennis courts, 3 of which are to be resurfaced and repainted as tennis courts with pickleball lines overlaid, 3 of which are to be resurfaced and converted to a soccer court with two basketball courts overlaid with goals inset into fencing.
- 5) Langenheim Park: 2 Existing tennis courts which are to be resurfaced and converted to 6 pickleball courts
- 6) McClure Park: 6 Tennis Courts, 2 in the southeast corner to be resurfaced and converted to a multisport court, 2 in the northeast to be resurfaced and converted to 6 pickleball courts, and 2 in the northwest to be resurfaced and repainted. 2 Basketball courts in the southwest to be resurfaced and repainted. New chain link fencing to be added to separate court types. New chain link gates to be added to provide additional access where necessary.
- 7) Norberg Park: 2 Tennis Courts, to be resurfaced and repainted. 2 half basketball courts to be resurfaced and converted to a single full court basketball court.
- 8) Ute Park: 1 full basketball court, to be resurfaced and repainted. 2 half basketball courts to be resurfaced and converted to 1 full basketball court with perimeter fencing.
- 9) Zink Park: 4 tennis courts to be resurfaced and repainted.
- 10) Henthorne Park: 4 tennis courts to be resurfaced and repainted. 1 basketball court to be resurfaced and repainted.
- 11) Zeigler Park: 2 tennis courts to be resurfaced and repainted. 2 basketball courts to be resurfaced and repainted
- 12) Leake Park: 2 tennis courts to be resurfaced and repainted
- 13) Rose Dew: 1 Basketball half court to be resurfaced and repainted.
- 14) Starks-Cheyenne Park: 1 basketball court to be resurfaced and repainted. 1 tennis court to be resurfaced and repainted. New chain link fencing to be added to separate court types. New chain link gate to be added to provide additional exterior access.
- 15) Terwilliger Park: 1 basketball half court to be resurfaced and repainted.

- 16) Clark Park: 2 Basketball courts to be resurfaced and repainted.
- 17) Lakeview Park: 1 basketball half court to be resurfaced and repainted.
- 18) Manion Park: 4 Tennis courts to be resurfaced and repainted. One basketball court to be resurfaced and repainted.
- 19) Whiteside Park: 2 Tennis courts to be resurfaced and repainted.
- 20) Heller Park: 1 half basketball court to be resurfaced and converted to 2 pickleball courts. 4 pickleball courts to be resurfaced and repainted. 2 tennis courts, 1 to be resurfaced and repainted, 1 to be resurfaced and converted to a full basketball court. New chain link fencing to be added to separate court types. New chain link gate to be added to provide additional exterior access.
- 21) Tracy Park: 7 tennis courts to be resurfaced and repainted.
- 22) Berry Park: 1 tennis court to be resurfaced and repainted. One basketball court to be resurfaced and repainted. New chain link fencing to be added to separate court types. New chain link gate to be added to provide additional exterior access.
- 23) Chamberlain Park: 2 tennis courts, one to be resurfaced and repainted, one (which is currently in use as a community garden) to remain as is. 2 basketball courts to be resurfaced and repainted.

## VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

### Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Proper installation of fence posts and court fixtures	Visual Inspection	Upon each court completion	Tulsa Parks
Proper and level resurfacing	Visual Inspection	Upon each court completion	Tulsa Parks
Linework and Painting	Visual, Linear Measurements	Upon each court completion	Tulsa Parks
Chain link repairs	Visual Inspection	Upon each court completion	Tulsa Parks

**Contract Performance Monitoring**

As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

**VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

- A.** Proposals must be received by **5:00 p.m. on Wednesday, April 12th, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled **“RFP 23-915, City Sports Courts Work”**.

**Proposals received late will be returned unopened.**

- B.** Interested Respondents should submit:
- One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

- C.** Proposals shall be delivered and sealed to:

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

- D.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, April 3, 2023.**

**Donny Tiemann, Senior Buyer**  
[dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor 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.

- F. Proposals will be opened on the morning after the due date, 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**

## II. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

### **Firm Qualifications and Experience**

- A. Provide a general overview of your organization. Demonstrate significant experience in the design, coordination, supply, and construction of similar sports courts resurfacing projects.
- B. Describe the extent of your organization's experience in completing similar projects.

### **Staff Capacity and Oversight**

- A. Describe the team that would work on this project. Include a list of key team members and their general availability.

### **Service Delivery and Timeline**

- A. Provide a detailed description of your organization's ability, approach, and methodology for this project or service in line with the RFP objectives and key elements outlines in the scope of work.
- B. **Implementation Timeline:** Provide an implementation timeline for your project, including key milestones related to the scope of work. Include estimates of timeframes to complete each task.

**Project Management and Reporting**

- A. Describe your proposed method of project management for this project.
- B. In addition to the metrics identified in the RFP, describe the key performance indicators you plan to use to track the delivery and success of this project.
- C. How will you communicate with the City of Tulsa in a responsive and proactive manner?

**Pricing and Cost Proposal**

- A. **Cost Proposal:** In addition to the price summary sheet, complete a price schedule, budget, or cost proposal that will enable the effective delivery of the proposed project.
- B. **Narrative and Justification:** Present a detailed cost narrative that breaks down and explains the costs proposed.

**III. EVALUATION OF PROPOSALS:**

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).

All bids will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
<i>Firm Qualifications</i>	15	Firm can show a history of completing similar work to a high level of competence and timeliness.
<i>Staff Capacity and Oversight</i>	30	Firm can show sufficient and capable staff will perform this work in the timeline previously listed.
<i>Service Delivery and Timeline</i>	20	Firm can deliver project benchmarks in a timely manner.
<i>Project Management and Reporting</i>	15	Firm can report project milestones to City of Tulsa Parks and will report any delays or changes to the initial timeline and scope of work.
<i>Pricing, Cost Proposal and Transaction Fees</i>	20	Firm can perform the work for the outlined costs to a high degree of quality and satisfaction.

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**IV. 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 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 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.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** 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.
- F.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G.** 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 on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

- H.** The City shall not infringe upon any intellectual property right of any Respondent but 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. Proposal should include the correct date time and location of work performed
- I.** 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.

- J. Insurance:** The Seller will be required to carry all insurance and bonds required by this RFP which shall be included in any resulting contract.

**V. Insurance Terms & Conditions**

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.
- General Aggregate to apply on a Per Project Basis
- Products and Completed Operations Insurance to be maintained for a minimum period of two (2) years after final payment with the City.
- Awarded proposer agrees to waive its rights of recovery against the City. Waiver of Subrogation in favor of City shall be added to the policy.

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 City

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.

#### Contractor's Pollution Liability

Limits of at least:

\$1,000,000 Per Occurrence

- Coverage shall be on a per project basis.
- Coverage shall be on a Primary and non-Contributory basis including completed operations.
- Waiver of subrogation in favor of City Tulsa.

Insurance to be maintained for a minimum period of two (2) years after final payment with City.

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

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
- 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 equal to one hundred percent (100%) of the Total Cost proposed in the Price Summary Sheet to protect the City against loss due to the inability or refusal of proposer to perform under the management agreement.

- Seller shall provide evidence of such bond yearly and prior to renewal.

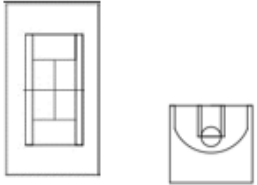
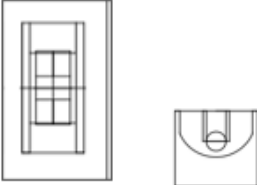
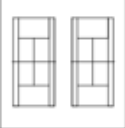
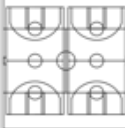
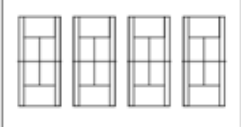
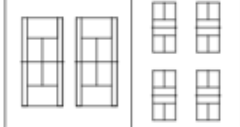
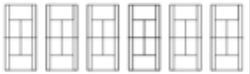


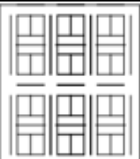

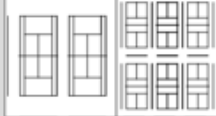

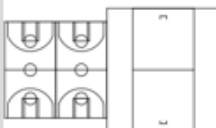
Permits and Licenses



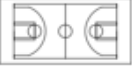


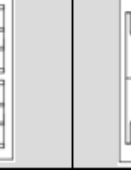
The Seller shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility.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

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

## ATTACHMENT A – REQUIRED ACTIONS & CONFIGURATIONS

Bidders will be responsible for viewing and evaluating each location on their own time. Court Addresses are provided in Price Sheet Summary on pages 17-18.

Park	Court	Action	Current Configuration	Proposed Configuration
Carbondale	Bball Half Court	Refinish		
	Tennis Court	Refinish with Pickleball overlay		
Cowan	Tennis Court	Convert to Bball/soccer		
	Tennis Court	Convert to Bball/soccer		
Explorer	Tennis Court	Refinish		
	Tennis Court	Refinish		
	Tennis Court	Convert to Pickleball		
	Tennis Court	Convert to Pickleball		
Hicks	Tennis Court	Refinish		
	Tennis Court	Refinish		
	Tennis Court	Refinish		
	Tennis Court	Convert to Soccer/Bball		
	Tennis Court	Convert to Soccer/Bball		
Langenheim	Tennis Court	Convert to Pickleball		
	Tennis Court	Convert to Pickleball		
McClure	Basketball Court	Refinish		
	Basketball Court	Refinish		
	Tennis Court	Refinish		
	Tennis Court	Refinish		
	Tennis Court	Convert to Multisport/ Wheeled sports court		
	Tennis Court	Convert to Pickleball		
	Tennis Court	Convert to Pickleball		

Norberg	Tennis Court	Refinish	   
	Tennis Court	Refinish	
	Bball Half Court	Convert to single full court	
	Bball Half Court	Convert to single full court	
Ute	Basketball Court	Maintain	 
	Bball Half Court	Convert to single full court	
	Bball Half Court	Convert to single full court	
Zink	Tennis Court	Refinish	
	Tennis Court	Refinish	
	Tennis Court	Refinish	
	Tennis Court	Refinish	
Henthorne	Basketball Court	Refinish	
	Tennis Court	Refinish	
	Tennis Court	Refinish	
	Tennis Court	Refinish	
	Tennis Court	Refinish	
Zeigler	Tennis Court	Refinish	
	Tennis Court	Refinish	
	Basketball Court	Refinish	
	Basketball Court	Refinish	
Leake	Tennis Court	Refinish	
	Tennis Court	Refinish	
Rose Dew	Bball Half Court	Maintain	
Starks Cheyenne	Basketball Court	Refinish	
	Tennis Court	Refinish	
Terwilliger	Bball Half Court	Maintain	
Clark	Basketball Court	Maintain	
	Basketball Court	Maintain	
Lakeview	Bball Half Court	Maintain	
Manion	Basketball Court	Maintain	
	Tennis Court	Maintain	
	Tennis Court	Maintain	
	Tennis Court	Maintain	
	Tennis Court	Maintain	

Whiteside	Tennis Court	Maintain		
	Tennis Court	Maintain		
Heller	Tennis Court	Maintain		
	Tennis Court	Convert to Full Basketball		
	Pickleball	Maintain		
	Pickleball	Maintain		
	Pickleball	Maintain		
	Pickleball	Maintain		
	Pickleball	Maintain		
Pickleball	Maintain			
Bball Half Court	Convert to 2 Pickleball			
Tracy	Tennis Court	Maintain		
	Tennis Court	Maintain		
	Tennis Court	Maintain		
	Tennis Court	Maintain		
	Tennis Court	Maintain		
	Tennis Court	Maintain		
	Tennis Court	Maintain		
Berry	Tennis Court	Refinish		
	Basketball Court	Refinish		
Chamberlain	Garden (Tennis Court)	N/A		
	Tennis Court	Refinish		
	Basketball Court	Refinish		
	Basketball Court	Refinish		

## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:** \_\_\_\_\_

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

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Respondent's Address:** \_\_\_\_\_  
Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

---

**Sales Contact:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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**How did you learn about this business opportunity with the City of Tulsa?**

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other:

## Price Sheet Summary

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Please present a Fee Schedule for each Court:

Court # 1 Location: Carbondale Park  
2801 W. 48<sup>th</sup> Street \$ \_\_\_\_\_

Court # 2 Location: Cowan Park  
10901 E. 19<sup>th</sup> Street \$ \_\_\_\_\_

Court # 3 Location: Explorer Park  
7807 E. 58<sup>th</sup> Street \$ \_\_\_\_\_

Court # 4 Location: Hicks Park  
34435 S. Mingo Road \$ \_\_\_\_\_

Court # 5 Location: Langenheim Park  
4701 S. Harvard Avenue \$ \_\_\_\_\_

Court # 6 Location: McClure Park  
7440 E. 7<sup>th</sup> Street \$ \_\_\_\_\_

Court # 7 Location: Norberg Park  
3235 S. Garnett Road \$ \_\_\_\_\_

Court # 8 Location: Ute Park  
1900 N. Pittsburg Avenue \$ \_\_\_\_\_

Court # 9 Location: Zink Park  
3216 S. Trenton Avenue \$ \_\_\_\_\_

Court # 10 Location: Henthorne Park  
4825 S. Quaker Avenue \$ \_\_\_\_\_

Court # 11 Location: Zeigler Park  
3903 W. 4<sup>th</sup> Street \$ \_\_\_\_\_

Court # 12 Location: Leake Park  
7714 E. 71<sup>st</sup> Street \$ \_\_\_\_\_

Court # 13 Location: Rose Dew  
317 S. 167<sup>th</sup> E. Avenue \$ \_\_\_\_\_



Court # 14 Location: Starks-Cheyenne  
1623 N. Cheyenne Street \$ \_\_\_\_\_

Court # 15 Location: Terwilliger Park  
5902 E. 10<sup>th</sup> Street \$ \_\_\_\_\_

Court # 16 Location: Clark Park  
11440 E. Admiral Place \$ \_\_\_\_\_

Court # 17 Location: Lakeview Park  
3829 N. Columbia Avenue \$ \_\_\_\_\_

Court # 18 Location: Manion Park  
3003 E. 56<sup>th</sup> Street \$ \_\_\_\_\_

Court # 19 Location: Whiteside Park  
4009 S. Pittsburg Avenue \$ \_\_\_\_\_

Court # 20 Location: Heller Park  
5328 S. Wheeling Avenue \$ \_\_\_\_\_

Court # 21 Location: Tracy Park  
1134 S. Peoria Avenue \$ \_\_\_\_\_

Court # 22 Location: Berry Park  
5002 N. Wheeling Avenue \$ \_\_\_\_\_

Court # 23 Location: Chamberlain Park  
4940 N. Frankfort Avenue \$ \_\_\_\_\_

<b>TOTAL COST NOT TO EXCEED:</b> <b>(All costs must be included, or your Bid will be disqualified)</b>	\$ _____
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By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**AFFIDAVIT**  
**NON-COLLUSION AND INTEREST**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

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 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.
2. 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
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - 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,
  - 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 Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa 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 own an interest in the Bidders 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: \_\_\_\_\_

**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 and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►** \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**APPENDIX A – City of Tulsa General Contract Terms**

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It is anticipated that the City of Tulsa will enter into an Agreement 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.** Respondent 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 1<sup>st</sup> to June 30<sup>th</sup>) 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.** Respondent 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, Respondent 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 Respondent.** Respondent 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 Respondent hereunder. Respondent shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Respondent shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Respondent must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Respondent 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 Respondent or Respondent's subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Respondent 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 Respondent pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Respondent shall be responsible for complying with all applicable federal, state and local laws. Respondent is responsible for any costs of such compliance. Respondent 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. Respondent 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](http://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. Respondent 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. Respondent may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Respondent shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Respondent shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

## 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.

Proposer’s Name: \_\_\_\_\_

<b>RESPONDENT CHECKLIST</b>	
<b>RESPONDENT DOCUMENTS</b>	<b>INCLUDED?</b>
Cover Letter	
Proposal Narrative	
Insurance Requirements	
Attachment A – Required Actions & Configurations	
Respondent Information Sheet <b>(required form)</b>	
Price Sheet Summary <b>(required form)</b>	
Affidavit (Non-Collusion and Interest) <b>(required form)</b>	
Acknowledgement of Receipt of Addenda / Amendments	
Appendix A – City of Tulsa General Contract Terms	
Additional Information (Optional)	

## PACKING LABEL

### Top Left Corner of Label

**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:**

RFP# 23-915

RFP DESCRIPTION: City Sports Courts Work

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.