

6/3/2024

Request for Competitive Sealed Proposal

CSP 24-705 Carl Smith Sports Complex Management Services

Addendum #1

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

QUESTIONS/CLARIFICATION/CHANGES:

Question 1. Is there a Background Check policy that the potential Operator must abide by since this is a City Property? If so, what is it?

Answer 1. We require proof of a background check for staff and volunteers who will be working with youth. See below policy for youth sports leagues.

- 4.4.2.11 NYSCA Certification/Coaches Background Screening
- Allocated Sports Organizations: Must ensure all youth league coaches have current NYSCA certification. Youth soccer coaches must have an Oklahoma Soccer Association license.
 - Tulsa Parks will screen all coaches at a cost of \$25/coach. **Otherwise, organizations must submit proof of their background screening program.**

Question 2. Are Food Concessions subject to Health Inspections?

Answer 2. Concession facilities must be maintained in compliance with Federal, State, and local health codes and operated with applicable permits.

Question 3. May alcohol be served as part of the concessions?

Answer 3. If proposal envisions offering alcohol for sale or consumption, include details in the proposal. Specifics will need to be agreed upon by the Parks Director and all applicable laws and licensing requirements must be met.

Question 4. Are Capital Improvement Funds available for improving the site?

Answer 4. The City has requested reimbursement from FEMA for \$175,000 in storm damage to dugout covers. If this is approved, we should get about \$130,000 back that could be used toward this work. We cannot guarantee we will get this, but if we do and the successful Respondent wishes to complete this work, we will work with them to complete it. The City also has up to \$100,000 in additional funds available for Capital Improvements at the Carl Smith Complex. Respondents may include proposed improvements up to this dollar amount that would be funded by the City as part of their proposal.

Question 4. Please provide a of City owned items/equipment that will remain with the property.

Answer 4. See Exhibit C, located on page **28**.

Question 5. Please provide historical expenses and revenues, month by month.

Answer 5. See Exhibit D, which only includes water, electric, and mowing expenses, located on page 29.

Question 6. What information is available about the Complex's usage?

Answer 6. See Exhibit E, located on page 30 & 31.

Question 7. Please provide information about the site: Developed Areas, Undeveloped Areas, existing infrastructure, ADA Compliance, etc.

Answer 7. The last major renovation was in 2007 and seems to include some ADA improvements for restrooms, ramps, door widths, etc., though it doesn't explicitly call them out as ADA so there may be features that are still not compliant. All HVAC, Security panels, electric and plumbing are operational. City is waiting to receive a quote for repair of the field lights. We will make sure everything is in good working order before turning it over to Operator. Each field has at least two (2) sets of bleachers, two (2) dugouts for home and away teams. Scoreboards and some additional items have not been assessed yet. As stated, Respondents may assume all items are in normal working order and if something is not upon taking possession, City will fix or negotiate mutually agreeable terms.

Please see Exhibit F – Complex Map (page 32). The map outlines Asphalted areas and the site has approximately 201,430 square feet of parking. Other drawings, plans, and surveys can be shared if additional information is needed.

CHANGES: Updates indicated in Red

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (To Include Requirements as listed on pages 10-14)	
Affidavit (Non-Collusion, Interest & Claimant) (required form page 20)	
Acknowledgement of Receipt of Addenda (required form page 21)	
Respondent Information Sheet (required form page 22)	
Exhibit A Price Sheet Summary (required form page 23)	
Exhibit B Insurance and Bond Requirements	
Exhibit C City Owned Tools & Equipment List	
Exhibit D Historical Utility Costs 2022 to Current	
Exhibit F Carl Smith Complex Map	
Respondent Checklist (page 31)	
Additional Information (Optional)	

Request for

Competitive Sealed Proposal

CSP 24-705 Carl Smith Sports Complex Management Services

Department: Parks, Culture and Recreation

NIGP Commodity Code(s):

961-68 Sports Professionals Services

958-00 Management Services

958-15 Building and Facilities Management Services

Submit proposals

(sealed) to:

Deputy City Clerk

City of Tulsa

175 E. 2ND St.

Suite 260



CITY OF
Tulsa
A New Kind of Energy.™

I. STATEMENT OF PURPOSE:

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

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Tuesday, June 18th, 2024, Central Daylight Time**. Proposals must be sealed in an envelope or box clearly labeled **"CSP 24-705, CARL SMITH SPORTS COMPLEX MANAGEMENT SERVICES."**

Proposals arriving late will be returned unopened.

2. Proposals must be delivered sealed to:

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

3. Respondent should submit one (1) unbound original and six (6) bound copies of the Bid plus one (1) copy on electronic media (CD, DVD, flash drive).
4. All interested Respondents are required to register with **the Project Buyer, Samantha J. Toothaker**, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
5. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made **via e-mail** and must be received prior to the end of the business day on **June 11th, 2024**.

Samantha J. Toothaker
stoothaker@cityoftulsa.org

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

6. **Any contact with City Employees or Officials, other than the assigned Project Buyer, for or about this solicitation will disqualify Your Proposal and it shall be deemed non-responsive.**
7. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and

title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.

8. Proposals will be opened on **June 20th, 2024**, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber**

B. General Notifications

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
 - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price.
 - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise.
 - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals.
 - d. To negotiate mutually agreeable terms in a contract.
2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any 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.
3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

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

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.
5. Although it is the City's intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.

6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

C. Pre-Proposal Meeting

A mandatory pre-bid meeting is scheduled for Wednesday, May 29th, 2024 at 1:00 pm at the One Technology Center (City Hall), 175 E 2nd street, Tulsa, OK 74103, 3rd floor North Presentation Room #03-317. A tour of the Sports Complex will follow. Attendance at the pre-bid meeting is required in order to submit a Proposal.

III. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A. INFORMATION ABOUT CARL SMITH SPORTS COMPLEX

Carl Smith Sports Complex is located at 17120 E 21st St, Tulsa, Oklahoma. The Complex consists of nine (9) lighted adult softball fields, all currently in use for play; a playground, concession areas, restrooms, maintenance facilities, parking lot and 149 acres of wooded or open space, including the sports fields. The City of Tulsa is looking for an operator who can manage the complex, maintaining it at a high level and providing high-quality sports, recreation and/or entertainment programming that serves the community and has a positive economic impact for the City. This programming may focus on adult softball (the current use), or may include other appropriate sports, recreation, or entertainment activities. The proposal may focus on the area currently in use or may include proposed uses in the wooded or open space. It is understood that the facility overall has not been significantly updated in many years and has several areas that may be in need of upgrading or investment – the City does not currently have any significant improvements funded, and any proposals that require capital improvements must detail how those would be funded. The Complex currently includes:

1. Field Amenities:

- a. Nine (9) size adult softball fields; all nine (9) are lighted fields.
- b. Two quads with 4 or 5 softball fields with large dimensional outfield fencing.
- c. Fields have dirt infields and a natural grass turf playing surface. Fields have positive drainage away from the center of the field. Fields are constructed to protect or replace the proper soil microbiology.
- d. Dugout seating for both teams is provided along the base side.
- e. Areas between fields are designed as warm-up areas for teams preparing to play next on the fields. Areas will be large enough for two (2) teams per field to warm-up without crossing into each other's path.
- f. Spectator bleacher seating is provided at all nine (9) fields initially.
- g. Paved walking paths.

2. Site Amenities:

- a. Each quad has 4 or 5 softball fields and is designed to contain shaded resting areas for team and spectator use. This is accomplished by trees and shade structures throughout the Complex.
- b. One playground located near fields #1 – #4, which is also adjacent to field #9.
- c. Each quad contains restrooms, and a concession area.
- d. Tournament office

3. Building Structures:

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

- a. Two concession buildings, easily accessible to each quad of the Complex. Concession area will accommodate multiple teams/fans accumulating at peak times between scheduled play. With no restaurants in the immediate area, a large volume and assortment of food options is anticipated to be needed.
- b. Middle seating area located adjacent to the concession building, on fields #5 – #8, with seating available throughout the complex.
- c. Men's and women's toilet facilities, located within the concession buildings, which meet Handicap accessibility requirements.
- d. A tournament office for tournament directors/officials administration area used for coach meetings, or umpire meetings located within fields #5 – #8. This space is air conditioned.
- e. An umpire's office or changing area for safe keeping of personal items located between fields #1 – #4 behind field #3, behind 1st base dugout.
- f. Two lockable equipment storage and maintenance buildings. Buildings are sized for storage of field turf mowing machines, hand lawn mowers, wheelbarrows, marble dust, rakes, shovels, tools, etc. Equipment to be provided by Operator. Building is ± 710 square feet.

4. Parking and Driveway Areas:

- a. Two large parking lots are provided throughout the Complex. Handicap accessible spaces will be provided as required by local building codes. Parking spots are spread out evenly for close proximity to each field.
- b. Security lighting of all maintenance/public access parking/driveway areas is provided.
- c. Entrance to Complex has lockable security gate.

B. SCOPE OF OPERATIONS

1. Operator shall operate Carl Smith Sports Complex, providing sports, recreation and/or entertainment programming including but not limited to scheduling sports tournaments, regular field use, league play, and other activities that promote sports, recreation and/or entertainment activities, and economic impact. Proposed use can take place on the spaces currently in use, such as the softball fields, and could also include activities on currently unused spaces, such as the addition of bike or walking trails in the wooded areas, or activities in the open green space.
2. Operator shall agree to properly staff all activities at the Complex to ensure orderly conduct and reasonable safety standards for participants and patrons. Operator shall adopt safety rules and regulations acceptable to the City's Director of the Parks, Culture and Recreation Department. Operator shall practice and enforce such rules and regulations.
3. Operator shall be solely responsible for the security of equipment and the facilities at the Complex.
4. Operator shall assume full responsibility for, and pay all the cost associated with, any and all utility services to the Complex, including but not limited to water, sewer, electricity, gas, telephone, internet service, weather monitoring service, and refuse service.
5. Currently, the City maintains the buildings and facilities including irrigation, and mows the complex and fields approximately 30 times a year. The City's goal is to ultimately have the Operator take over these functions, but Operator's Proposal may include taking over the functions entirely from the beginning or may propose taking over facility maintenance and all mowing in phases. Operator shall assume agreed to maintenance duties on the premises, improved and unimproved, and shall make no demand upon City for the furnishing of or payment for labor, materials, or equipment necessary to maintain the Complex unless explicitly stated in the Agreement. Duties include but are not limited to:
 - maintenance to buildings, physical real estate property, site improvements, and utility systems
 - interior and exterior painting
 - maintenance/repairs/replacement of plumbing systems, sanitary sewer system commencing at the City main line connection, including clearing of clogged sewer lines, water supply system commencing at the City water meter
 - maintenance/repairs/replacement of plumbing fixtures and their operating mechanisms and accessories
 - maintenance/repairs/replacement of water fountains
 - maintenance/repairs/replacement to the electrical system including light bulb, ballast, fuse and or breaker replacements
 - maintenance and operation of electronic security systems
 - maintenance/repairs/replacement of the HVAC systems including regularly scheduled preventative maintenance and filter replacement
 - daily custodial maintenance and upkeep
 - pest control
 - maintenance/repairs/replacement of building finishes and built-in amenities including doors, mechanisms and locks, windows, floor finishes, cabinets
 - minor roof repairs
 - gutter cleaning
 - general site maintenance including cleaning of sidewalks, parking, and roadways

- lawn and field maintenance, trimming, and mowing
- field markings
- fertilization/weed control and watering/irrigation of all sodded, seeded, and landscaped areas within the complex

All maintenance must meet City standards. Note that the current sewage system is a lagoon system – the City will be replacing that system with a sanitary sewer system at its expense and will be responsible for maintaining the lagoon until it is retired.

6. When the Operator assumes maintenance for the irrigation system, they shall maintain all irrigation lines through the sports fields, including all joints and spray heads (City is responsible for the main water line from the street to the meter and is responsible for the meter). The Operator must use individuals or service companies with appropriate licenses when performing trades-related maintenance and must adhere to all local, state, and federal regulations.
7. Operator may charge and collect admission for games or events scheduled at the Complex and may charge parking fees. Operator may charge league, tournament, rental, or other fees associated with use of the Complex.
8. Operator may operate food, souvenir and sporting, recreation, and entertainment goods concessions in compliance with all City, State and Federal laws and with prevailing Health Department requirements applicable to food services and food items. No intoxicating beverages may be sold or dispensed without written permission of the City. No glass bottles are permitted in the Complex. No selling of items or services considered inappropriate, deemed objectionable, or denied by the City, will be allowed. Operator shall not be permitted to use tents, or any other such use outside of existing site building without written permission of City.
9. Operator may solicit financial and in-kind sponsorships, which may include in-kind services or products, sponsorships of individual amenities or events, naming rights for individual amenities, individual fields, or parts of the complex. Naming Rights and any agreement that extends beyond the term of the management contract must be approved by the City.
10. Operator shall implement a marketing program with the goal of promoting facility use.
11. The Operator is expected to work with the Tulsa Sports Commission to schedule regional and national events that have been determined by the City or its contractor VisitTulsa to have a beneficial economic impact for the City.
12. Operator shall verify that all employees and/or contract labor are legally permitted to work in the United States and the State of Oklahoma. See #8 under the “Agreement and Term” section.
13. Operator shall obtain background checks for each of its employees as required by City of Tulsa policy and procedure.
14. Operator shall adhere to City of Tulsa, State of Oklahoma, and federal requirements for environmental protection. The Operator must ensure that all chemical applicators are licensed by the State of Oklahoma.
15. Operator shall develop an Emergency Action Plan. The plan shall include, but is not limited to, the following components:

- a. Emergency team personnel
- b. Communication
- c. Equipment and medical supplies, including locations of supplies
- d. Emergency transportation
- e. Venue directions with map
- f. Local emergency care facilities
- g. Medical documentation

IV. PROPOSAL CONTENT

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

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

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

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

A. EXPERIENCE, QUALIFICATIONS AND CAPABILITIES

Respondents may be a non-profit, a for-profit business, or other organizations that meet the requirements. Respondents must be able to demonstrate five (5) years' experience owning, managing, or operating a business, program or facility of similar type, size and scope as the Complex operation set forth and described in the CSP. Experience must include scheduling and hosting regional and national events. Proposals with less than the minimum experience will be disqualified.

1. General Business Statement

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

2. Narrative

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

representatives, including the names and titles of owners, principals and/or board owners. Attach additional information as needed. Include whether the organization or any principals listed have been a party in a lawsuit in the past five (5) years.

3. Financial Statement

The Financial Statement should include:

1. A financial statement from 2023 calendar year.
2. Identification of operating funds and amounts.
3. A contact from your bank to verify the information provided.
4. A list of credit limits for all accounts.

A recent credit report including FICO score issued by a nationally recognized credit bureau within 60 days of the proposal due date. Any derogatory information listed on said reports must be explained. Below average FICO scores, outstanding debts, delinquent payment history on current contracts, and any other derogatory information may disqualify a Proposal.

4. References

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

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

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

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

5. Structure

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

B. OPERATIONS PLAN

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

It is expected that operations will include national, regional, and other large sporting, recreation and/or entertainment events; and may include leagues, tournaments, festivals, or other events. Rentals or other uses for local leagues or organizations may be included when Respondent deems them financially viable but are not required. It is desirable, but not required, that adult softball remain one of the programs offered.

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

1. Vision/Mission Statement/Business Philosophy

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

2. Proposed Staffing Plan

Provide a proposed staffing plan, including numbers of proposed staff, job functions and total estimated payroll costs. Include unpaid volunteers that will be staffing the facility regularly.

3. Transition/Business Start-Up

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

4. Maintenance

- a. Provide a comprehensive plan to maintain the facilities in good condition throughout the term of the contract. Plan should include setting aside a reasonable amount of gross receipts annually to maintain the Complex at its current level and make necessary improvements.
- b. Provide a list of Respondent owned equipment to be used in maintaining the facilities. If equipment is currently not owned, include acquisition of equipment in plan. Also, include plan for equipment upkeep and replacement.

5. Customer Service

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

6. Marketing and Advertising Plan

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

7. Community Involvement/Community Outreach

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

8. Products, Merchandise, and Services

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

C. FACILITY IMPROVEMENT PLAN

1. Facility Improvement Plan

- a. What are your priorities for improvements to the facility?
- b. What financial contribution will Respondent provide towards any of the proposed capital improvement projects, and what contribution would be expected of the City?

Note that the City currently does not have funding for future improvements. The plan may also propose funding improvements from facility revenue or sponsorships. Any capital improvements that are deemed essential to the proposed operations should be included in the pro forma outlined in Section D.2.

2. As a condition of the Agreement, the Operator will be required to develop a Facility Improvement Plan to the satisfaction of the City. After the City's review and approval, the Facility Improvement Plan from the successful Proposal shall be included as an exhibit to the contract.

D. FINANCES AND PROFIT-SHARING

1. Profit Sharing

- a. If the Respondent expects to be able to generate a profit at the complex at some point, provide a profit-sharing plan for sharing the Complex revenue with the City of Tulsa.
- b. Respondent may (but is not required to) submit a proposal that contains specific plans for value added capital investment/improvements for the operation or other proposed improvement offerings. If included, the proposal should detail the concept, drawings, work and potential construction plans, financial investments, and projected return on investment for both the Respondent and the City of Tulsa. Any award associated with capital investment/improvements shall result in the City of Tulsa's ownership of all capital

improvements executed during the life of the contract at the point of expiration and/or termination. If capital improvements are included in Respondent's proposal that require extended timelines, a phased approach shall be included that covers detailed timelines necessary to the immediate operation of the Complex. After the City's review and approval, the Profit-Sharing Plan from the successful Proposal shall be included as an exhibit to the contract.

2. Cash Flow Analysis and Pro Forma

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

- a. A list of all revenue producing operations and associated annual gross revenue.
- b. A detailed and itemized breakdown of operating expenses.
- c. A detailed and itemized breakdown of any capital improvements, including what portion would be paid for by Respondent and what portion would be paid for by the City.
- d. What, if any, maintenance or other operational or financial support the Respondent would require from the City each year of the term.
- e. All factors and assumptions underlying the Pro Forma analysis should be clearly specified.

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

VI. PROPOSAL SUMMARY

A. Operations Feasibility

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

B. Final Summary

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

VII. AGREEMENT AND TERM

A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this CSP and the chosen Respondent's Proposal ("Seller"). In addition to any terms and conditions included in this CSP, the City may include in the Agreement other terms and conditions as deemed necessary which include but are not limited to the following.

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

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, coaches, subcontractors or agents negligent or intentional acts, errors or omissions.

6. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Operator 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 Operator or Operator's subcontractors under the scope of the Agreement.

7. No Confidentiality. City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Operator pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
8. Compliance with Laws. Operator shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Operator is responsible for any costs of such compliance. Operator certifies that it and all 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. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
9. Right to Audit. Books, records, documents, accounting procedures, practices, price lists or any other items related to the Services are subject to inspection, examination, and copying by City or its designees. Operator shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three-year period, the records must be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
10. Governing Law and Venue. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
11. No Waiver. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
12. Entire Agreement/No Assignment. The Agreement will constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of the Agreement. The Agreement may only be modified or amended in a writing signed by both parties. Operator may not assign the Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Operator shall not be entitled to any claim for extras of any kind or nature.
13. City has the right to enter the Complex at any time for the purpose of monitoring Operator's compliance with the terms of the Agreement.
14. Restricted use:
 - a) Operator shall not sublease or use the Complex except as agreed to in writing by the City.
 - b) Before installing or erecting any permanent structures and/or improvements to Complex, Operator shall submit its plans for the said structures and improvements to City. Operator shall not proceed with construction until City has issued written approval and authorization. All said structures and improvements shall comply with all applicable

codes and regulations (building codes, sign codes, plumbing, electrical, fire, etc.), including the Americans with Disabilities Act.

- c) No cutting down or injury to any tree or shrubbery, nor excavation or relocation of any surface or sub-surface shall be performed, without specific permission in writing from the City.
- d) No alcoholic beverage of any kind shall be sold, distributed free of charge, or allowed to be consumed on the lease premises without written approval and authorization by the City.

15. Prohibited Acts

- a) Operator shall not commit any act, or permit any act to be committed, on the premises, which violates any state, federal, or municipal law or ordinance.
- b) In its use of the lease premises, Operator agrees not to discriminate in its hiring, firing, membership, participation or charging of fees on the basis of race, creed, color, national origin, gender, age, status or handicap.
- c) Agreement is not assignable or transferable by either party without written approval by the other party hereto. If Operator shall go out of business, cease to exist as a legal entity or discontinue its operation, the Agreement shall immediately terminate and City may retake immediate possession of the premises, including any improvements made thereto.

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

VIII. EVALUATION COMMITTEE:

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

IX. EVALUATION AND AWARD:

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

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

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

X. SPECIFIC PROPOSAL EVALUATION CRITERIA FOR THIS CSP

A. Experience, Qualifications and Capabilities..... 35 Points

For the purposes of this CSP, Respondents should have a minimum of a five (5) years' experience owning, managing, or operating recreational, entertainment and/or sports programs of similar size, type, and scope as the operations set forth and envisioned by the CSP. This includes experience managing multiple diverse sports leagues. The Respondent will be rated according to the years of relevant experience as verified by references, the quality of experience as it relates to the business described in this CSP, and the financial capability of the Respondent as evidenced by the fiscal documentation provided by Respondent including the financial pro forma; statement of assets and liabilities; business, vendor, bank, and/or financial references; and similar documents. In addition, points are awarded for experience contracting with public agencies.

B. Operations Plan..... 35 Points

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

C. Facility Improvement Plan 10 Points

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

D. Financial Investment and Profit Sharing 20 Points

For the purpose of assigning points in the Proposal Evaluation, the lowest costs to the City and the highest acceptable profit-sharing percentage as set forth in Exhibit A will be assigned the maximum points available – 20. Each lower profit-sharing percentage offer will be assigned proportionally fewer points, based on the difference between it and the highest offer.

XI. MISCELLANEOUS

- A. Your response to this CSP request will be considered part of the contract, if one is awarded to you.
- B. All data included in this CSP request, 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 is strictly prohibited except as authorized in writing by the City of Tulsa.

- D.** Your proposal must clearly state 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 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 below:

<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 CSP request.

- F.** Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.
- G.** Prior to contract signing, Respondent shall provide evidence of insurance and bonds as required in Exhibit B.

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 Proposal Packet and will become a part of any resulting contract.

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

Sign Here ►

Printed Name:

Title:

Date:

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)

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

Address: _____

Street

City

State

Zip

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

Sales Contact:

Name: _____

Street: _____

City: _____

State/Zip: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State/Zip: _____

Phone: _____

Fax: _____

Email: _____

EXHIBIT A

Profit Sharing 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)

Respondents must present a Profit-Sharing Percentage of the annual gross profit, as projected in Respondent's cash flow analysis and pro-forma projections, for each year's services, to be paid to City:

Year 1: _____ %

Year 2: _____ %

Year 3: _____ %

Year 4: _____ %

Year 5*: _____ %

Profit Sharing points will be assigned based on the five-year percentages above, applied to Respondent's projected gross profit for each year.

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

Authorized Signature Here ► _____

Printed Name: _____

EXHIBIT B

Tulsa Parks Liability Insurance Requirements

Operator 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.
- Respondent agrees to waive its rights of recovery against the City. Waiver of Subrogation in favor of City shall be added to the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

Automobile Liability

Limits of at least:

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

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

Workers Compensation

Limits of at least:

Statutory coverage for the state of Oklahoma

- Waiver of Subrogation in favor of the City

Umbrella / Excess Coverage and Professional Liability

Umbrella / Excess Limits of at least:

\$2,000,000 Per Occurrence

\$4,000,000 Aggregate

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

Professional Liability Limits of at least:

\$1,000,000 for claims and negligent errors, acts, or omissions

Operator 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.

Operator 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.

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

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

Financial Security

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

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

Performance Bond

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

Permits and Licenses

The Operator 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.

EXHIBIT C

Carl Smith Complex City Owned Tools & Equipment

Item Name	Description	Location	Status
Toro Infield Pro 3040	Field Drag Tractor/Utility Vehicle	Maintenance Shed Fields 5-8	Fair Condition/Unknown
Cushman Groom Master	Ballfield Drag	Maintenance Shed Fields 5-8	Fair Condition/Unknown
John Deer Gator TX 4x2	Utility Vehicle	Maintenance Shed Fields 5-8	Good Condition/Unknown
Craftsman Edger	3-Wheel Edger	Maintenance Shed Fields 5-8	Unknown
Scotsman Ice Machine		Concession Fields 5-8	Unknown
Magic Chef Deep Freeze Refrigerator		Concession Fields 5-8	Unknown
True Freezer	Asset# 47273	Concession Fields 5-8	Unknown
White Upright Freezer		Concession Fields 5-8	Unknown
Artic Air Commercial		Concession Fields 1-4	Unknown
Ice Machine	Asset# 47271	Concession Fields 1-4	
Field Markers	Field Chalker	Maintenance Shed Fields 5-8	
Field Markers	Field Chalker	Storage Fields 1-4	
Rakes		Maintenance Shed Fields 5-8	
Ladders		Maintenance Shed Fields 5-8	
Brooms		Maintenance Shed Fields 5-8	
Hoses		Maintenance Shed Fields 5-8	
Shovels		Maintenance Shed Fields 5-8	
Sharps Microwaves (2)	Black	Concession Fields 5-8	Unknown
Magic Chef Microwaves (2)	Black		
Athletic Field Paint Sprayer	Field Marker	Storage Fields 1-4	
Spreader for Seed and Fertilizer (2)		Storage, Fields 1-4	
Spreader for Seed and Fertilizer (2)		Maintenance Shed Fields 5-8	
Crock Pots			
Miscellaneous Kitchen Items	Utensils		
Miscellaneous Field/maintenance equipment			

EXHIBIT D

Carl Smith Complex Utilities January 2022 through April 2024

Date	Water	Electric	Mowing (Infields)	Mowing (Common areas)	
Jan 2022	\$ 684.01	\$ 1,761.47			
Feb 2022	\$ 368.11	\$ 918.84			
Mar 2022	\$ 561.16	\$ 992.72		\$ 1,174.00	
Apr 2022	\$ 467.56	\$ 1,003.21	\$ 1,500.00	\$ 2,348.00	
May 2022	\$ 479.26	\$ 1,234.34	\$ 1,500.00	\$ 2,348.00	
June 2022	\$ 1,099.36	\$ 3,081.71	\$ 1,500.00	\$ 2,348.00	
July 2022	\$ 1,204.66	\$ 2,018.59	\$ 1,500.00	\$ 2,348.00	
Aug 2022	\$ 1,192.96	\$ 2,312.15	\$ 1,500.00	\$ 2,348.00	
Sept 2022	\$ 7,206.76	\$ 2,027.31	\$ 1,500.00	\$ 2,348.00	
Oct 2022	\$ 1,146.16	\$ 1,576.05		\$ 2,348.00	
Nov 2022	\$ 1,491.31	\$ 2,954.24			
Dec 2022	\$ 859.51	\$ 2,958.15			2022
Total Annually			\$ 9,000.00	\$ 17,610.00	\$ 26,610.00
Jan 2023	\$ 2,392.21	\$ 2,652.84			
Feb 2023	\$ 783.46	\$ 2,568.11			
Mar 2023	\$ 871.21	\$ 2,362.25		\$ 1,232.70	
Apr 2023	\$ (2,027.47)	\$ 2,635.72	\$ 1,500.00	\$ 2,465.40	
May 2023	\$ 1,023.31	\$ 3,624.82	\$ 1,500.00	\$ 2,465.40	
June 2023	\$ 1,257.31	\$ 3,664.61	\$ 1,500.00	\$ 2,465.40	
July 2023	\$ 830.26	\$ 2,884.41	\$ 1,500.00	\$ 2,465.40	
Aug 2023	\$ 526.06	\$ 2,126.67	\$ 1,500.00	\$ 2,465.40	
Sept 2023	\$ 1,696.06	\$ 2,490.18	\$ 1,500.00	\$ 2,465.40	
Oct 2023	\$ 1,415.26	\$ 3,088.82		\$ 2,465.40	
Nov 2023	\$ 664.72	\$ 2,709.53			
Dec 2023	\$ 594.16	\$ 2,945.65			2023
Total Annually			\$ 9,000.00	\$ 18,490.50	\$ 27,490.50
Jan 2024	\$ 1,252.72	\$ 4,334.41			
Feb 2024	\$ 235.48	\$ 2,855.55			
March 2024	\$ 323.68	\$ 506.02	USER GROUP		
April 2024	\$ 427.38	\$ 3,943.50	USER GROUP		
May 2024	Transferred to User Group	Transferred to User Group	USER GROUP		Current
June 2024					\$ 18,750.00
Total Annually					

Carl Smith has two separate mowing areas: infields (mowed weekly, 30 mows per season) and the common areas (mowed every 14 days, 15 mows per season).

That being said, here is what our cost is currently as well as the last 2 mowing seasons:

	Infields (weekly) x30	Common areas (14 days) x15	Annual Cost
Current expense	User group	\$1,250.00	\$18,750.00
2023	\$300	\$1,232.70	\$27,490.50
2022	\$300	\$1,174.00	\$26,610.00

EXHIBIT E

Carl Smith Complex Usage

These are from several sources over the past few years. Note that information is self-reported by user groups and has not been validated.

Tulsa Amateur Softball Association (TASA):

1. How many individual participants (players, not spectators/officials, etc.) does your organization have who use this complex?

In past years prior to Covid-19, Carl Smith Sports Complex attracted upward of 600 teams for both league and tournament play, averaging approximately 6000 participants per year. In the past couple years, given the state of decline of the facility, the rising popularity of volleyball, indoor soccer leagues, and intense competition from new turf complexes in other cities, those numbers have currently declined to barely 200 teams and 2000 participants. TASA hosts leagues that include Men's, Women's, Co-Ed, Church, Senior (up to 80+y.o.) and LGBTQ (Alternative).

2. What percent of those participants do you estimate live within the city of Tulsa?

Carl Smith Sports Complex services the Greater Tulsa Metropolitan area for league play and tournaments attract teams from as far away as California, Minnesota, and New York. Some Senior leagues have players drive from OKC for league play. As with all Tulsa City Sports Complexes, adult league teams are suburban so approximately 50%.

3. Why do you use this facility as opposed to facilities in other communities?

Other community facilities are subpar. However, with the new Broken Arrow turf facility, teams are more likely to play there so as not to have to deal with the declining state of the Carl Smith facilities and rainouts.

4. In a typical year, how many days do you rent the City of Tulsa facility?

200+

5. Do you "sublease" to any other individuals or organizations where you charge them for usage? If so, who/for what/what do you charge?

Kansas City Senior Softball Association/Oil City Classic Senior Tournament in May/\$75 per team to recoup field prep and maintenance costs.

6. What are all the sources of revenue you generate at this facility—individual or group participation fees, field rental, tournament fees, concessions, admission fees, parking, etc.?

\$425-\$475/league team, \$225-\$275/tournament team, \$25/hour for youth or adult practice fields. Concessions are a break-even enterprise. No admission or parking fees, as the market will not tolerate it. All fees are current market comparable.

ADDITIONAL USAGE INFORMATION

We recently did a demonstration with a data organization called Placer.ai, which tracks visits and demographic information using cell phone data. As part of the demonstration, they used Carl Smith for some of the demo information. Here are the links to that data, although we cannot confirm its accuracy or answer any questions about it as we did not generate it.

- [Carl Smith Sports Complex Overview Report](#)
- [Visitors By Origin - Carl Smith Sports Complex, Savage Sports Complex](#)

Current Group/Dirty Diamond Sports Usage numbers:

Date	Tournament	NAME	Total # of Teams
11/4/23 - 11/5/23	USSSA Toys for Tots	Director Jace Sanchez	34 teams played at Carl Total 74 (Skiatook & Owasso)
1/7/2024	250 Winter Carl Smith Adult League		10
2/10/24-2/12/24	Adult Slowpitch One Nation	Ryan Kidd	39
2/24/24 - 2/25/24	Red Hawks Invitational	Jose Martin 786-302-9408 / Mitch Godsey 918-330-9638	??
3/2/2024	The Shamrock	Ryan Kidd	18
3/9/2024	USSSA Diamond Deals	Jace Sanchez	13
3/22/24 - 3/25/24	USSSA NIT 3x Points "B" Class Bash	Jace Sanchez	MAX= 68
3/24/2024	Carl Smith Adult League - Mens	Carl Smith	10
	Carl Smith Adult League – Co-ed		9
3/29/24 - 3/31/24	All forces Softball - Adult	Joe Rulewich 706-691-9483	NA
4/5/24	USSSA "C" Class Shootout	Jace Sanchez	48 (some teams played in Owasso)
4/20/24	HTB Angels 4 Autism 3X Point Event	HTB Tournaments	78 (some teams played in Owasso)
5/18/24	One Nation	Ryan Kidd	NA
5/31/24 - 6/2/24	USSSA Bringing the Heat	Jace Sanchez	17 currently

EXHIBIT F

Carl Smith Complex Map

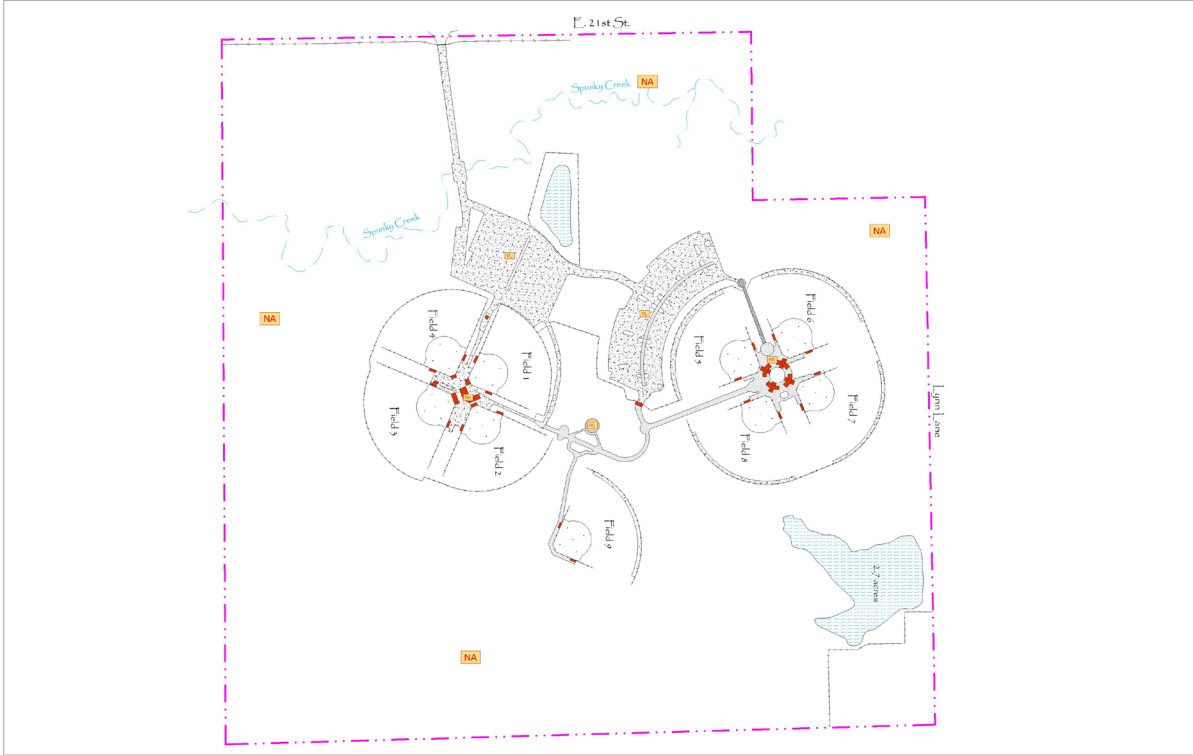
CARL SMITH PARK
 Address: 17120 E. 21st St.
 Established: 1974
 SCALE: 1" = 300'



REVISED - 2017

- SC - Sports Court
- SF - Sports Field
- TC - Tennis Court
- PO - Pool
- WP - Water Playground
- SH - Shelter
- RR - Outdoor Restroom
- PG - Playground
- PL - Parking
- NA - Natural Area

TOTAL AREA = 148.8 ACRES
 FACILITY = ????? ACRES
 GENERAL TURF = 43.6 ACRES
 SPECIAL TURF = 16.45 ACRES



INCOG Aerial = 191414 (TRS) 2008

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the CSP) 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.

Respondent's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (To Include Requirements as listed on pages 10-14)	
Affidavit (Non-Collusion, Interest & Claimant) (required form page 20)	
Acknowledgement of Receipt of Addenda (required form page 21)	
Respondent Information Sheet (required form page 22)	
Exhibit A Price Sheet Summary (required form page 23)	
Exhibit B Insurance and Bond Requirements	
Exhibit C City Owned Tools & Equipment List	
Exhibit D Historical Utility Costs 2022 to Current	
Exhibit F Carl Smith Complex Map	
Respondent Checklist (page 31)	
Additional Information (Optional)	

Please Return Entire CSP Document with Your Proposal including Completed Required Forms

Any contact with City Employees or Officials, other than the assigned Project Buyer, for or about this solicitation will disqualify Your Proposal and it shall be deemed non-responsive.

PACKING LABEL

Top Left-hand Corner

**FROM: Name (Person submitting Bid)
Respondent Company's Legal Name
Street Address
City, State, Zip Code**

FROM:

City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Respondent Submission For:

CSP 24-705

CSP DESCRIPTION: Carl Smith Sports Complex Management Services

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the CSP 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 CSP.