



REQUEST FOR PROPOSAL (RFP)
YOUTH SPORTS MANAGEMENT
SERVICES

for

Lawton Youth Sports Authority, a Public Trust
of the City of Lawton in Oklahoma

PROPOSALS WILL BE ACCEPTED THROUGH
JUNE 7, 2022

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1. Purpose

The purpose of this Request for Proposals (RFP) is to identify and retain a contractor that will oversee the administration of a comprehensive youth sports program in Lawton, OK.

2. Background

According to its by-laws, the Lawton Youth Sports Trust Authority (LYSA), will plan, establish, develop, improve, maintain and facilitate the promotion of high-quality youth athletic programs and otherwise make youth athletic programs in the City of Lawton Fort Sill the best of its kind in the State of Oklahoma.

Currently, the City of Lawton is responsible for the administration of youth sports programs to include football, basketball, volleyball, baseball, and softball. These are all U13 and below. Additional youth sports programs are also run by other organizations including Boys and Girls Club, YMCA, Ft. Sill Morale Welfare and Recreation, Lawton Soccer Club, and Lawton Public Schools.

According to the most recent US Census data, there are approximately 90,000 youth under the age of 15 in the Southwest Oklahoma and North Texas area. The median household income in this area is \$50,927. The area is also home to 3 military installations – Fort Sill, Altus Air Force Base, and Sheppard Air Force Base.

3. RFP Timeline

Date	Task	Location
May 16, 2022	Request for Proposals Issued	
May 20, 2022	Proposals Questions Due	LawtonYSA@gmail.com
May 26, 2022	Pre-Bid Conference	Lawton Fort Sill Chamber of Commerce
June 7, 2022	Proposals Due	LawtonYSA@gmail.com
June 20, 2022	Contractor Oral Presentations	Lawton Fort Sill Chamber of Commerce

Pre-Bid Conference Information

Date: May 26, 2022 | Time: 9am-11am

Location: Lawton Fort Sill Chamber of Commerce, 302 W Gore Blvd Lawton, OK 73501

Please RSVP by 5pm on May 24, 2022 to LawtonYSA@gmail.com

4. Scope of Work

4.1 Services: Contractor shall be responsible for all services related to the administration of all youth sports activities under the purview of LYSA. Such services include scheduling, procurement, staffing, budgeting, strategic planning, facilities maintenance, marketing and

communications. The goal of LYSA is to ensure opportunities for players up to age 17 to participate in sports including but not limited to:

- Football (flag and tackle)
- Basketball
- Baseball
- Softball
- Volleyball
- Tennis
- Soccer (indoor and outdoor)
- Wrestling
- Golf
- Swimming

4.2 Premises, Equipment, and Supplies: Contractor shall also be responsible for procurement and maintenance of equipment and supplies. Contractor will be responsible for negotiating the use of facilities owned by the City of Lawton, Cameron University Lawton Public Schools, and any other facilities. These facilities include:

Facilities owned and maintained by City of Lawton:

- See Appendix A

Facilities owned and maintained by Lawton Public Schools:

- LHS- 2 basketball gyms, 6 tennis courts, 1 wrestling gym, baseball and football fields, 1 track
- EHS- 2 basketball gyms, 6 tennis courts, baseball and softball fields, 1 track
- MHS- 2 basketball gyms, 6 tennis courts, baseball and softball fields, 1 wrestling gym, 1 track
- CMS- 2 gyms, baseball and softball fields, wrestling gym
- EMS- 2 gyms, baseball and softball fields, wrestling gym
- MMS- 2 gyms, baseball and softball fields, small wrestling room
- Almor West Elementary- 1 gym
- Carriage Hills Elementary- 1 gym
- Cleveland Elementary- 1 gym
- Crosby Park Elementary- 1 gym
- Edison Elementary- gym/cafe/auditorium stage
- Eisenhower Elementary- 1 gym
- Freedom Elementary- 4 gyms
- Hugh Bish Elementary- 1 gym
- Lincoln Elementary- gym/cafe/auditorium stage

Request for Proposals
Youth Sports Management Services

- Pioneer Park Elementary- 1 gym
- Pat Henry Elementary- 1 gym
- Ridgecrest Elementary- 1 gym
- Sullivan Village Elementary- 1 gym
- Whittier Elementary- gym/cafe/auditorium stage
- Woodland Hills Elementary- 1 gym
- Washington Elementary- 1 gym
- Brockland Elementary- 1 gym
- Life Ready Center- 2 gyms will be used for possible school classroom instructions

Facilities owned and maintained by Cameron University:

- Football/Soccer stadium
- Indoor swimming pool

Eventually, a proposed 85,000² ft. facility is expected to be built. At that time, the contract will be renegotiated to include the management of that facility.

4.3 Quality of Service: Contractor shall provide services in a professional manner and comparable to other professional youth athletic programs for the duration of this agreement. Contractor is also expected to be knowledgeable of all rules, regulations, policies, and best practices related to youth sports programs. Contractor will maintain all licenses, permits, and certifications required for the safe and effective facilitation of youth sports programs.

5. Submittal Requirements

Responses will be accepted by LYSA through June 7, 2022, at 5pm. Responses shall be submitted electronically to LawtonYSA@gmail.com.

- a. 5.1 Respondent name, address, phone number and e-mail address of the contact person.
- b. Background of respondent including experience with leadership, logistics, business management, youth sports programs, and civil programs.
- c. Technical understanding of the scope of work, approach and innovativeness in providing services.
- d. Indicate the estimated number of staff and proposed qualifications of personnel respondent believes would be required to provide services described.
- e. Estimated operational budget to include expected revenue and expenses. Provide budget for sports listed by line item and any additional sports and ages can be submitted in a separate addendum
- f. Proposed organizational structure.

- g. Provide plans for practices, game days, tournaments, camps, and clinics (example: number of games and practices each team will have per season, number of tournaments, etc.).
- h. Provide details on how recreational teams will be formed (example: draft, by school, randomly, by grade, age specific, etc.)
- i. The insurance shall be the following types in the amounts not less than indicated:
 - 1. Comprehensive General (Public) Liability or its equivalent, including \$500,000 each person, \$1,000,000 each occurrence, and property damage \$250,000 per occurrence of \$1,000,000 combined single limit for bodily injury and property damage.
 - 2. On all insurance required, selected organization shall be required to name Lawton Fort Sill, and their officers and employees, as additional insured.
- j. Description of any applicable certifications, permits, licenses, etc. and estimated time to obtain.
- k. Marketing and communications plan.
- l. Strategy for program growth and estimate of number of teams for each sport.
- m. Any other additional information respondent believes to be relevant.

6. Questions

Inquiries concerning this RFP should be submitted in writing to:

Youth Sports Management Proposal
Lawton Youth Sports Authority Trustee
LawtonYSA@gmail.com

Deadline to submit questions regarding this RFP is May 20, 2022.

7. General Terms

Neither the Lawton Youth Sports Authority nor the City of Lawton is liable for any costs incurred by vendors in preparing their response to this RFP. Respondents may be asked to clarify or expand upon information.

If a response contains information that the respondent does not want disclosed to the public, or used for any purpose other than the evaluation of this response, all such information must be indicated with the following or similar statement:

“If a contract is awarded to this respondent as a result of the submission of such information, the Lawton Youth Sports Authority or City of Lawton shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the Lawton Youth Sports Authority or City of Lawton’s right to use the information herein if obtained from another source.”

All such nondisclosure items specified in the response shall be subject to disclosure as provided in the Oklahoma Open Records and Open Meetings Act or as otherwise provided by law.

All material submitted in response to this RFP becomes the property of the Lawton Youth Sports Authority except for software products that are made available for demonstration purposes and proprietary material.

LYSA will allow for 20% variance from the proposal for net budget.

GENERAL CONDITIONS FOR SUBMITTING PROPOSALS TO Lawton Youth Sports Authority (LYSA).

VENDOR - TO ENSURE CONSIDERATION OF THE PROPOSAL, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR PROPOSAL WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Proposals will be considered only on first quality products. Copies of specifications, drawings, schedules or special instructions necessary for preparation of a proposal are on file with LYSA and may be examined during normal working hours.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain signature of authorized representative. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED. Do not use white out, correction tape or some other method of masking a correction.
2. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the vendor is responsible for making this known in writing so as to reach LYSA no later than seven (7) calendar days prior to the deadline for submission of proposals. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
3. **PROPOSAL OPENING:** It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. NOTE: Proposals may be examined during normal working hours by appointment, after the date and time of proposal opening. Proposals become the property of LYSA.

4. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal deadline in writing using the same process as submittal. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by LYSA.
5. **AWARDS:**
 - a. As the best interest of LYSA may require, the right is reserved to:
 - i. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
 - ii. To modify a suggested project, based upon proposals received.
 - iii. To reject any and all proposals or waive any minor irregularity or technicality in proposals received.
 - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. LYSA reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
6. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by LYSA and a contract is executed by LYSA.
7. **WAIVER:** LYSA reserves the right to waive any General Provisions, Special Provision(s), or minor project guideline deviation(s) when considered to be in the best interest of LYSA.
8. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). Changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. LYSA shall make the final determination. Failure to put LYSA on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of LYSA.
9. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
10. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
11. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trades name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the

manufacturers' name and model number. Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the proposal form.

12. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to LYSA. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
13. **TESTING:** When testing is required to determine if a sample meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by LYSA.
14. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines by appropriate testing laboratories or by LYSA. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
15. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
16. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. LYSA accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

- c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
 - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
17. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards
18. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with LYSA, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
19. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized LYSA to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from LYSA, shall promptly correct or replace the same at vendor's expense. If vendor shall fail to do so, LYSA may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. LYSA may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
20. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
21. **LIABILITY:** The vendor shall hold and save LYSA, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.
22. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening,

and shall thereafter remain firm for the life of any contract awarded by LYSA to a vendor.

23. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by LYSA, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal or executed contract agreement.
24. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to LYSA, its Departments, Boards, Commissions, Agencies, and Institutions, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or which otherwise indicate that prices reflected are infirm or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.
25. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish LYSA a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.
26. **PAYMENT:**
 - a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to LYSA at the prices stipulated in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to LYSA. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities

actually ordered and delivered. LYSA reserves the right to purchase none of the product or more than the quantity indicated in the proposal.

- c. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - d. All provisions of the Uniform Commercial Code shall be adhered to.
27. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between LYSA and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
 28. **CONFLICT OF INTEREST:** The Request for Proposal hereunder is subject to the provisions of LYSA and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also an employee of LYSA or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
 29. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless LYSA, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by LYSA. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
 30. **FACILITIES:** LYSA reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.
 31. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, LYSA shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim

for damages or any other right of LYSA under any agreement resulting from the submission of this Request for Proposal to the time of such termination.

32. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of LYSA.

33. **INSURANCE:** If insurance is required in the project guidelines, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to LYSA, showing LYSA as an additional insured thereunder without cost to LYSA, prior to the entry into any agreement:

- a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify LYSA, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with LYSA.
- b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the vendor's business, LYSA Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify LYSA, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with LYSA.
- c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and LYSA against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with LYSA.

34. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's Bonds:** If required as a part of the project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to LYSA. This amount will be retained by LYSA as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal, but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. **Performance Bonds:** If a Performance Bond is required under the project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to LYSA. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.
35. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.
- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the vendor prior to submission of the proposal and LYSA Council's acceptance thereof.
 - b. When time is not of the essence, this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

36. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:
- a. Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
 - b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
 - c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by LYSA. The vendor may be declared by LYSA until satisfactory proof of intent to comply is made by the vendor.
37. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered in to as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.
38. **ADVERTISING:** In submitting this proposal, vendor agrees not to use the results therefrom as a part of any commercial advertising.
39. **TERMINATION FOR CONVENIENCE OF LYSA:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under any agreement entered into as a result of this Request for Proposal may be terminated by LYSA, in whole or in part, whenever it is determined to be in the best interest of LYSA.
 - b. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.

- c. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.
40. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.
41. **OKLAHOMA STATE CONTRACT:** Some items for which LYSA solicits bids or proposals are on the Oklahoma State Contract. LYSA is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.
42. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.
43. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.
44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

Sports Complex Information

	Fields*	Bleachers	Concession Stand	Restroom	Parking	Covered Dugout	Acreage of Park***	Irrigated	Other Buildings	Fencing
Eastside Park	4	8 aluminum	1	1	paved 254 spaces	8 with benches	40 +/-	yes	1 equipment shed	Totally enclosed
Grandview Sports Complex **	4	8 aluminum 4 wooden	1	1	paved 152 spaces	8 with benches	11 +/-	yes	2 spotters booth w/storage	Totally enclosed
Ahlschlager Park	8	6 wooden	1	1	gravel approx. 300	16 with benches	23 +/-	no	4 small storage sheds	5 fenced 3 not fenced

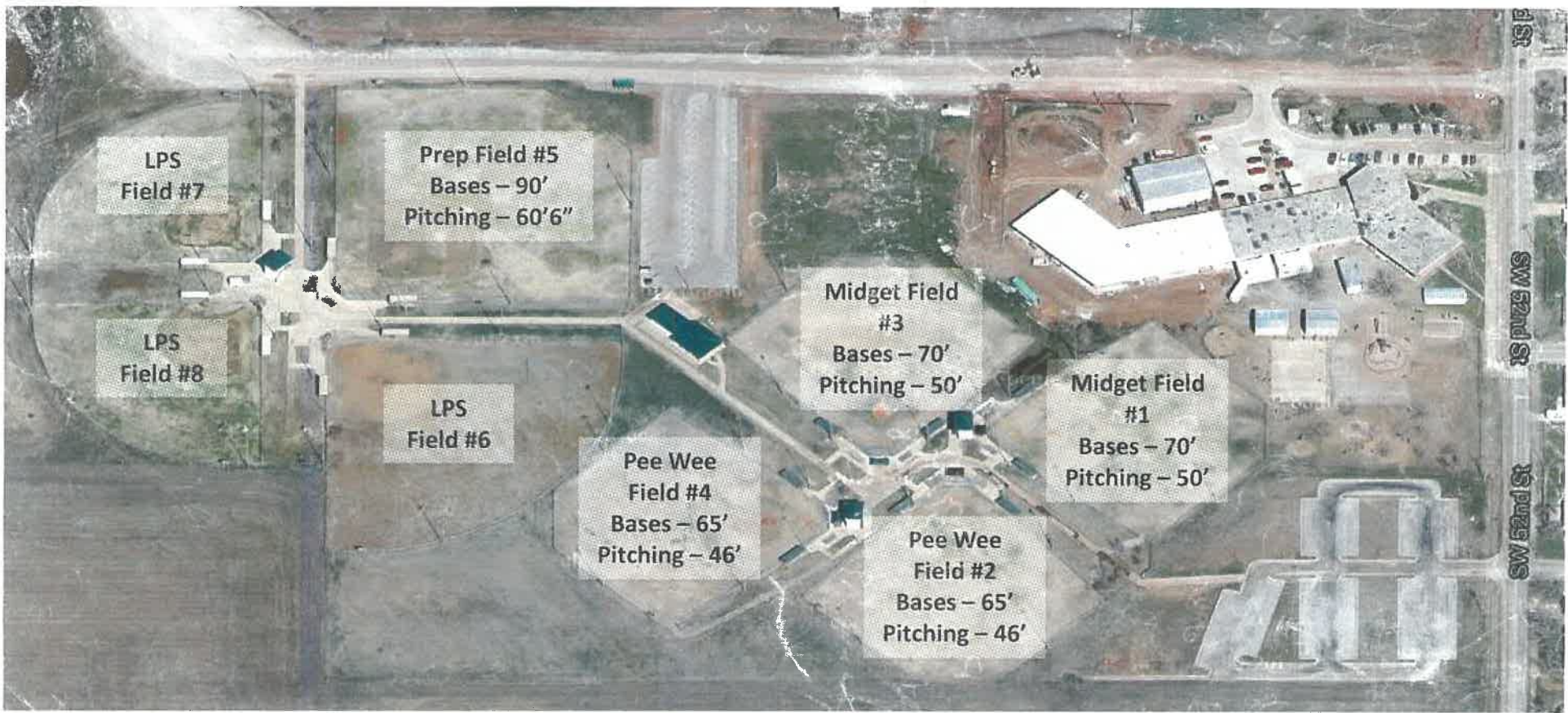
* See attached maps for leagues scheduled on fields.

** Fields 1, 2, 3, and 4; City of Lawton controls and is responsible for all year. Fields 5, 6, 7, 8, 9; available for City use as per LPS agreement.

***See attached maps for approximate boundaries.

Fall Youth Football is played at each complex. 10U & 12U tackle is played at Grandview and at Eastside. 6U & 8U flag football is played at Ahlschlager Park. There are no goal posts at any of the Parks.

Grandview Sports Complex



Baseball Games Played Here

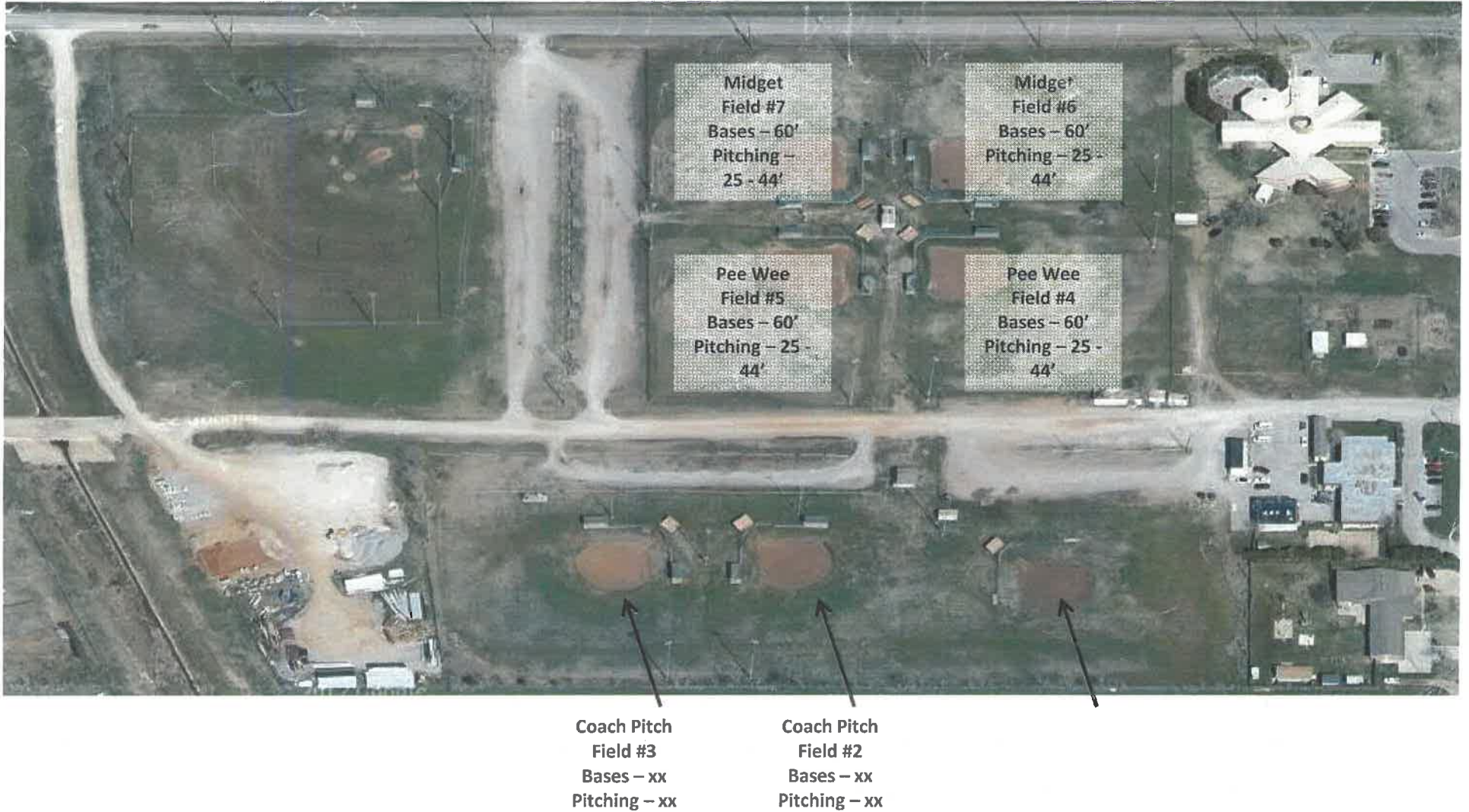
Eastside Ball Park



Softball Games Played Here

Ahlschlager Sports Complex

(also know as 17th & G)



Youth Softball Games Played Here

Grandview Sports Complex

+/- 11 acres

Legend

Alschlager Park

