REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MANAGEMENT, OPERATION AND
MAINTENANCE OF THE CITY’S SOCCER COMPLEX
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 13-001)

A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD
THURSDAY, JANUARY 24, 2013, AT 10:00 A.M.,
AT 10055 N. HIGHWAY 99, STOCKTON, CA, 95212

BIDS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O’CLOCK P.M., THURSDAY, FEBRUARY 14, 2013,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE
OF THE CITY’S SOCCER COMPLEX
(PUR 13-001)

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for Management, Operation And Maintenance Of The City’s Soccer Complex (PUR 13-001) in strict accordance with the specifications.

The City of Stockton is soliciting proposals for lease of its soccer complex which shall include the management of operations and maintenance for the complex. The successful proponent is expected to be responsible for the management and operation of the soccer complex, including, but not limited to, full scheduling of training/tournaments, marketing, maintenance of entire grounds and concession sales.

Proposal forms and specifications are available on the City's web site at http://www.stocktongov.com/services/business/bidflash/default.html and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, Thursday, February 14, 2013, at 2:00 p.m.

The City reserves the right to reject any and/or all proposals received.

**Information on Technical Data**
Adolfo Cruz, Community Services  
(209) 937-8285  
e-mail: Adolfo.Cruz@stocktongov.com

**Information on Bid Process/Clarification**
Dianne Samples, Purchasing Division  
(209) 937-7130  
e-mail: Dianne.Samples@stocktongov.com

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: January 24, 2013

//s//BONNIE PAIGE  
CITY CLERK OF THE CITY OF STOCKTON
**PROPONEENT’S CHECKLIST**  
**CITY OF STOCKTON / PURCHASING DIVISION**

Did You:

* Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 22 THROUGH 26 AND PLACE IN THE FRONT OF YOUR PROPOSAL):

* Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

* Complete and sign the "Proponent’s Fee Schedule" form, (under separate cover).

* Sign the "Proponent’s Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatory.**

* Include your proposal, as outlined in these specifications.

* Include your $-0.00 proponent’s security, proponents bond, certified or cashier’s check. The City will NOT accept company or personal checks for proposal security.

* Include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with proponent’s security. **Please DO NOT seal your security, proponent’s bond, certified or cashier’s check in this envelope.** It is for returning the security to the proponent AFTER project award.

* Submit one (1) ORIGINAL and five (5) copies of all proposal documents (unbound, no staples). Additionally, submit one (1) CD with an electronic version of the proposal.


* Deliver sealed proposal to City Hall, City Clerk’s Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **February 14, 2013, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk’s Office. This could result in the proposal arriving in the City Clerk’s Office after the proposal opening deadline and therefore not being accepted.

A) **“RFP – TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY’S SOCCER COMPLEX”**

B) **PUR 13-001**

C) **FEBRUARY 14, 2013**

**CONTACT INFORMATION:**

<table>
<thead>
<tr>
<th>Information on Technical Data</th>
<th>Information on Bid Process/Clarification</th>
</tr>
</thead>
</table>
| Adolfo Cruz, Community Services Dept.  
(209) 937-8285  
e-mail: Adolfo.Cruz@stocktongov.com | Dianne Samples, Purchasing Division  
(209) 937-7130  
e-mail: Dianne.Samples@stockton.com |

*If not completed as required, your proposal may be rejected.

**DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE
OF THE CITY’S SOCCER COMPLEX
(PUR 13-001)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposals (RFP) is to request proponents to present their qualifications and capabilities to provide Management, Operation and Maintenance of the City’s Soccer Complex (PUR 13-001) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, February 14, 2013 in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and five (5) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "Management, Operation and Maintenance of the City's Soccer Complex for the City of Stockton (PUR 13-001)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter 5.08 shall be granted a three (3) percent bid preference. The three (3) percent preference shall be based on the amount of that portion of the bid which is subject to sales tax. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City. (Prior code § 3-106.1)
REQUEST FOR PROPOSALS (RFP) TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY'S SOCCER COMPLEX (PUR 13-001)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Proponent must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.

B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.

C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.6 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City’s best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.7 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City’s website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary
REQUEST FOR PROPOSALS (RFP) TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY’S SOCCER COMPLEX (PUR 13-001)

information and/or clarifications/questions/answers will be posted on the City’s website @ http://www.stocktongov.com/services/business/bidflash/default.html. Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.8 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City’s best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.9 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.10 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: ADOLFO CRUZ
COMMUNITY SERVICES DEPT.
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Adolfo.Cruz@stocktongov.com

CITY OF STOCKTON
ATTN: DIANNE SAMPLES
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Dianne.Samples@stocktongov.com

Such request for clarifications/questions/answers shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of proposals. Any City response to a request for clarifications/questions/answers will be posted on the City’s website at http://www.stocktongov.com/services/business/bidflash/default.html (not later
than five (5) calendar days prior to the due date), and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

1.11 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

A. Evidence of collusion among proponents;
B. Any attempt to improperly influence any member of the evaluation panel;
C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent’s proposal/Proponent’s bid submittal and considered non-responsive.
D. A proponent’s default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.12 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous or missing.

1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
B. If proponent’s supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or
operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.14 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.15 INSURANCE REQUIREMENTS

Proponent, at proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit A.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-5037 with any questions.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. The City of Stockton shall be named an additional insured by separate endorsement. Vendor shall provide notice to the City of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker’s compensation coverage pursuant to statutory requirements shall also be provided.

All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

1.16 HOLD HARMLESS DEFENSE CLAUSE

The contractor shall defend, indemnify, and hold harmless City, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable,
except where caused by the active negligence, sole negligence, or willful misconduct of the City.

1.17 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.18 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.19 NOTICE TO OUT-OF-STATE VENDOR

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton’s payment of sales/use tax can be directed to the City of Stockton’s Purchasing Division at (209) 937-8357.

1.20 TERM

See Section 2.4.

1.21 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.
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1.22 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

1.24 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.25 PROPOSAL SECURITY

Every proposal offered shall be accompanied by an acceptable financial instrument (proponent's bond, certified or cashier's check) in favor of and payable to the City of Stockton for an amount not less than $-0-. A proponent's bond shall be executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than $-0- and no proposal shall be considered unless accompanied by such certified or cashier's check or proponent's bond.

If proponent elects to accompany their proposal with a proponent's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said proponent shall fail, neglect, or refuse to enter into a contract to said equipment, materials or services, then the amount therein mentioned in the proponent's bond accompanying the proposal of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said service, equipment or material, as hereinbefore provided within thirty (30) days of award, then the cashier's check, or certified check and the amount therein mentioned, accompanying the proposal of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying proponent has accompanied their proposal with a proponent's bond, appropriate legal action to collect the proponent's bond shall be undertaken.
As information, the City will **NOT** accept company or personal checks for proposal security.

### 1.26 CONTRACT BONDS

The successful proponent will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of $5,000.00 which shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

### 1.27 CHANGES

The City’s Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent’s project manager, pursuant to the adopted City of Stockton Standard Specifications.

### 1.28 AWARD

Upon conclusion of the Request for Proposal process, a contract may be awarded for Management, Operation and Maintenance of the City’s Soccer Complex (PUR 13-001) for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

### 1.29 LIQUIDATED DAMAGES

Not applicable to this project.

### 1.30 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.
1.31 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

1.32 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

1.33 MANDATORY JOB WALK

A mandatory job walk will be held on January 24, 2013 promptly at 10:00 a.m. at 10055 N. Highway 99 Stockton, California, 95212. Interested Proponents arriving at 10:01 a.m. or later will not be admitted. Failure to attend will result in your proposal being rejected.

1.34 PREVAILING WAGES

Not applicable to this project.

1.35 PROPOSENT’S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the proponent or any subcontractor. The proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the proponent is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.
2.0 BACKGROUND

Located in California’s fertile San Joaquin Valley, the City of Stockton, with a population of 296,357, offers a unique blend of rural and urban qualities. The busy inland port is the entrance to the unique San Joaquin Delta, a series of waterways and agricultural islands leading to San Francisco Bay. The County seat and financial center for San Joaquin County, Stockton has become one of the fastest developing general manufacturing, warehousing, and distribution centers in California. With agriculture as its number one product, San Joaquin County has one of the highest agricultural incomes per acre in the nation.

In 2007, the City Council approved the construction of a soccer complex, to include eight soccer fields on a 34.35 acre site adjacent to Highway 99 Frontage Road just north of Morada Lane, to fulfill the needs of the soccer youth and adult community.

Upon completion in 2009, an RFP for the management, operation and maintenance of the Stockton Soccer Complex (PUR 09-063) was issued and an operator was selected. The agreement with that operator began on April 1, 2010 and is set to expire on March 31, 2013.

The City of Stockton is seeking a viable operator who will be able to assume the operations of the Stockton Soccer Complex as of April 1, 2013.

2.1 SCOPE OF SERVICES

The City of Stockton is soliciting proposals for lease of its Soccer Complex, which shall include the management of operations and maintenance, located in Stockton, California. The City’s intent is that the soccer complex be used to its full capacity to serve the community for recreational and competitive youth and adult soccer training/tournaments. It is expected that the Contractor be responsible for the management and operation of the soccer complex, including, but not limited to, full scheduling of training/tournaments, marketing, maintenance of entire grounds, and concession sales. The selected Contractor will be responsible for all expenses to operate the soccer complex while providing the City with a monthly payment based on a percentage of gross revenue, with an expected minimum guarantee.

The City’s Soccer Complex includes eight (8) fields, with available parking, restrooms, and one (1) storage shed. The Soccer Complex also includes a concession building with water and electricity.
Additional Information:

> Eight (8) soccer fields, with four (4) fields provided with lighting.
> Soccer Field Dimensions: 330 ft. x 210 ft.
> Storage Shed Dimensions: 12’ 8” x 16’ 8”
> Concession Stand Dimensions: 12 ft. x 12 ft.
> Restrooms: Restrooms include one designated each for men’s family, women’s family, and women.

The expectations of the City are for the Contractor to manage and administer the Soccer Complex, which for purposes of simplicity, is listed as the following two components.

1) Soccer Complex Management Operations
2) Soccer Complex Maintenance

These components will each be weighed 50% of the proposal.

2.2 SOCCER COMPLEX MANAGEMENT

2.2.1 Administration

Contractor shall provide, formulate, implement, and manage all program operations, financial management, concession operation and maintenance program(s) of the Soccer Complex.

Personnel:

i. Personnel: Contractor shall hire all personnel necessary for the management, operation, and maintenance of the Soccer Complex. It is understood that none of the Contractor’s employees are or shall be deemed to be employees, agents, or representatives of the City of Stockton. Contractor shall furnish a list of employees engaged to work at the Soccer Complex to the City. Contractor shall also provide necessary employee identification of personnel while on Soccer Complex grounds.

ii. Fingerprinting/Background Check: Contractor shall comply with the relevant portions of CITY’s Administrative Directive HR-40 regarding who must be fingerprinted and what offenses or disqualifiers will prohibit an individual from working at the Soccer Complex.

The Contractor and his employees, if applicable, are required to submit fingerprints in a manner authorized by the State of California Department of Justice. Contractor and all applicable employees shall submit fingerprints prior to start of work. The Contractor is responsible for all costs of fingerprinting and background check.
Any individual who has been convicted of certain criminal offenses (disqualifiers) is not eligible to work at the Soccer Complex. In addition, if any of the Contractor’s employee(s) assigned is/are subsequently found to have a disqualifying conviction, that/those employee(s) shall be immediately removed from the Soccer Complex and shall not be allowed to perform any further work under this Agreement. If the Contractor is subsequently found to have a disqualifying conviction, the contract may be immediately terminated by CITY.

The Contractor shall certify in writing to CITY that neither the Contractor nor any of Contractor’s employees have been convicted of any of the offenses specified in California Public Resources Code section 5164 or CITY of Stockton Administrative Directive HR-40.

2.2.2 Program Operation

The Contractor shall provide, on an annual basis, a program operation plan for the City’s review and approval, to include, but not limited to, soccer practices, competitions, soccer league use, tournaments, clinics/training, marketing and any other services generally offered by public soccer complexes. The purpose of this annual plan is to ensure the soccer complex is used to its full potential and achieves the City’s goal to serve the needs of the youth and adult soccer community. This shall also include annual budget plan.

i. Program Plan: The evaluation committee will weigh using the following criteria:  
Operator Experience and Abilities 20%,  
Tournament and Field Rental Plan 10%,  
Revenue Payment Plan 20%

ii. Program Fees: The City will approve all fees in cooperation with the Contractor on an annual basis.

2.2.3 Financial Management

The Contractor is required to prepare and maintain financial documents necessary for the operation of the Soccer Complex. This includes preparing, updating, and maintaining accounting records to report true and correct expenditures and profit or loss in accordance with Generally Accepted Accounting Principles.

i. Annual Report: Contractor shall maintain all operating expenses and revenue documents, including, but not limited to, expense receipts, invoices, ledgers, sale receipts, payroll and payroll tax returns, sales tax returns and any other records reasonably necessary to verify gross revenue. Annual financial statements consisting of balance sheet, income statement (profit/loss),
statement of retained earnings, and statement of cash flows shall be submitted to the City within ninety (90) days of the Contractor's fiscal year end. Contractor shall also include a listing of all contractor-owned equipment located at the Soccer Complex, with the date of acquisition, cost, and accrued depreciation.

ii. Audit: Contractor shall maintain records available for an audit. The City shall have the right, within a 30 day written notice, to audit the Contractor's financial documents, to cause an audit of the records at the City's expense, to make abstracts from the records, to make copies of all records and to examine any and all licenses.

iii. Location of Records: Contractor shall make available any financial records requested by City even if not maintained/stored within City limits.

2.2.4 Concession Operation

Contractor shall operate the concession to provide and sell food and non-alcoholic beverages. Contractor shall provide a list of items to be sold, including prices, for the City’s review. Any request for changes shall be provided to the City.

The concession building is equipped with water and electricity hook-ups, but does not include any other equipment. Contractor shall provide necessary equipment at its sole expense and shall retain ownership during the term of the agreement. At the end of the agreement, the Contractor shall remove any equipment purchased by the Contractor, provided that the concession stand is replaced in the original condition.

Concession stand Dimensions: 12 ft. x 12 ft.

2.2.5 City-Sponsored Recreational Programs

The City may continue to operate recreational programs that may require use of the soccer complex. Contractor shall provide the City use of the facility at no charge. The City shall discuss such needs with the Contractor on a bi-annual basis, including the dates and concession operation needs.

2.3 SOCCER COMPLEX MAINTENANCE

2.3.1 Maintenance

Facility Costs

Contractor shall be responsible for maintaining the property and all facilities to preserve the complex in an operable and aesthetic condition.
Property and facilities include turf, landscape, irrigation equipment and system, fallow area, structures, parking areas and lighting.

Contractor shall be responsible for all operating costs, including, but not limited to the following.

- Utilities
- Insurance for business operations and premises
- Repairs and maintenance
- Security
- Vandalism
- Machinery and equipment
- Janitorial supplies
- Tree and landscape maintenance

i. During normal operations, Contractor is expected to maintain the entire soccer complex area clean and in sanitary condition and free from all rubbish at all times, including fully operable soccer fields, goalie nets, soccer field lights, and bathroom facilities.

ii. Site Inspections: The City shall reserve its right to inspect the complex to ensure the area is maintained to acceptable standards. The City shall inform Contractor of any deficiencies and shall require the Contractor to correct within 24-hours.

iii. A maintenance shed is available for the Contractor’s use. Dimensions: 12 ft. 8 in. x 16 ft. 8 in.

iv. Turf Maintenance Plan: The evaluation committee will weigh using the following criteria:
   - Operator Experience and Abilities 20%,
   - Soil Testing, Aeration, Fertilization, Soil Amendment and Watering Plan 20%,
   - Mowing and Daily Maintenance Plan 10%
   Turf is Bermuda. Mowing equipment will be limited to the use of a reel mower on fields of play.

2.4 TERM OF AGREEMENT

The term of this lease agreement is anticipated to be for three (3) years, with an option to renew annually for up to two (2) additional one-year periods upon written request from the Contractor at least one hundred twenty (120) days prior to the original expiration date and approval from the City.
2.5 **REVENUE PAYMENT**

The selected Contractor will be responsible for all expenses to operate and maintain the soccer complex while providing the City with a monthly payment based on a percentage of gross revenue, with an expected minimum guarantee.
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY’S SOCCER COMPLEX
(PUR 13-001)

3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents’ qualification to perform this work, the proposals shall include, as a minimum, the following information:

A. Evidence of the Proponent’s ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.

B. Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent’s response to the Scope of Services.

C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.

D. Please submit one (1) original and five (5) copies of your proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the proposal. One of the copies should be unbound to allow us to reproduce your proposal, as needed.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.2 Minimum Experience Qualifications Summary

A statement of professional experience and ability.

3.0.3 Management/Method of Operation

Provide detailed description outlining your firm’s approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

The City is specifically interested in how the proponent will incorporate youth and adult tournaments, practices, clinics and leagues.
REQUEST FOR PROPOSALS (RFP) TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY’S SOCCER COMPLEX (PUR 13-001)

3.0.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent’s assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

3.0.7 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist’s fee structure may be subject to negotiation.

3.0.8 The proposal must be submitted, typewritten on 8½” X 11” white paper and must be bound in a secure manner.

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an “Additional Data” section. This has specific reference to the following types of data:

- Generalized narrative of supplementary information; and
- Supplementary graphic material
REQUEST FOR PROPOSALS (RFP) TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY’S SOCCER COMPLEX (PUR 13-001)

3.0.10 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide management, operation and maintenance of the City’s soccer complex. A key component for the successful firm will be the ability to meet the City’s performance desires while minimizing the cost to maximize revenue.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent’s ability to provide all services as outlined in the Scope of Services;

2. Related experience with similar projects, company background and personnel qualifications;

3. Proponent’s Fee Schedule: completed and signed (under separate sealed cover);
REQUEST FOR PROPOSALS (RFP) TO PROVIDE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY’S SOCCER COMPLEX (PUR 13-001)

4. Proponent’s Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPOSENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY’S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.
PROPOSAL DOCUMENTS

A) RFP – MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY’S SOCCER COMPLEX

B) PUR 13-001

C) FEBRUARY 14, 2013

COMPANY NAME: _________________________________

CONTACT NAME: _________________________________

ADDRESS: _______________________________________

_________________________________________________

TELEPHONE NUMBER: ____________________________

EMAIL: __________________________________________

PLEASE PRINT LEGIBLY.
Revenue Schedule for the Management, Operation and Maintenance Services of the City of Stockton’s Soccer Complex:

### REVENUE PERCENTAGE OF MONTHLY GROSS INCOME

<table>
<thead>
<tr>
<th></th>
<th>Revenue Percentage Of Monthly Gross Income</th>
<th>%</th>
</tr>
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<tbody>
<tr>
<td>Contract Year 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Year 2</td>
<td></td>
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<tr>
<td>Contract Year 3</td>
<td></td>
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<tr>
<td>Option Year 1</td>
<td></td>
<td></td>
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<tr>
<td>Option Year 2</td>
<td></td>
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</tr>
</tbody>
</table>

### MINIMUM MONTHLY GUARANTEE

<table>
<thead>
<tr>
<th></th>
<th>Minimum Monthly Guarantee</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Year 1</td>
<td></td>
<td></td>
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<tr>
<td>Contract Year 2</td>
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<td>Contract Year 3</td>
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<tr>
<td>Option Year 1</td>
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<tr>
<td>Option Year 2</td>
<td></td>
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</tbody>
</table>
Any questions regarding specifications should be directed to Dianne Samples, Buyer, Purchasing Division, telephone (209) 937-7130.

FIRM ADDRESS

SIGNED BY TITLE OR AGENCY

DATE TELEPHONE NO./FAX NO.

NOTE: PROPONENTS ARE TO MARK THEIR SEALED PROPOSALS TO CLEARLY INDICATE THE CONTENT AS:

A) RFP TO PROVIDE MANAGEMENT OPERATION AND MAINTENANCE SERVICES FOR THE SOCCER COMPLEX

B) PUR 13-001

C) FEBRUARY 14, 2013

*FINALIST ‘S REVENUE SCHEDULE MAY BE SUBJECT TO NEGOTIATION.
PROPOLENT’S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.

2. They will enter into contract negotiations and furnish the services specified.

3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.

4. They have reviewed all clarifications/questions/answers on the City’s website at http://www.stocktongov.com/services/business/bidflash/default.html.

5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM

ADDRESS

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________
No. 1    AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF CALIFORNIA, ss.
County of ____________________________

(insert)

__________________________ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this ______ day of ___________________________ 20______
by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal ____________________________

Signature ____________________________

No. 2    AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, ss.
County of ____________________________

(insert)

__________________________ being first duly sworn, deposes and says: That they are the ____________________________ of ________________ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this ______ day of ___________________________ 20______
by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal ____________________________

Signature ____________________________

No. 3    AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, ss.
County of ____________________________

(insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as ____________________________ who is the party making the foregoing bid; that the other partner, or partners,
are ____________________________ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this ______ day of ___________________________ 20______
by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal ____________________________

Signature ____________________________
EXHIBIT ‘A’

INSURANCE REQUIREMENTS
SOCcer Complex Lessee – management, operation and maintenance

Lessee shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, its agents, representatives, volunteers, or employees.

1. **Insurance** Throughout the life of this Contract, the Lessee shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A: VII” in Best Insurance Key Rating Guide, the following policies of insurance:

   A. **Automobile Liability** insurance, endorsed for “any auto” with the following limits of liability: Bodily Injury $250,000 each person, and $500,000 each occurrence. Property Damage $100,000 each occurrence.

   B. **Workers’ Compensation** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. **Commercial or Comprehensive General Liability and Miscellaneous Supplementary Insurance**;

   For **Additional Requirement(s):**

   (i) **Commercial or Comprehensive General Liability:** $2,000,000 per occurrence, $4,000,000 general aggregate, which shall include bodily injury, personal injury, property damage, Contractual Liability, Fire Legal Liability, and sexual abuse and molestation coverage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location. Policy to respond to claims from spectators, participants and the public in general. For those lessees with food concessions, Food Liability coverage shall be included.

   (ii) **Liquor Liability:** Host Liquor Liability insurance will also be required for those events where alcohol is served and/or provided. Full Liquor Liability will be required for those charging for alcohol.

   (iii) **Property Insurance:** Coverage against all risks of loss to any tenant improvements, betterments, and Lessee-owned business personal property, at full replacement cost with no coinsurance penalty provision. The Property insurance shall name the City of Stockton as Loss Payee as its interests may appear.

   (iv) **Crime Coverage or Fidelity Bond:** Coverage against the dishonest acts of employees furnished by Lessee, including coverage for theft of property of the City by the Lessee, its employees or subcontractors. The limit shall not be less than $50,000 each occurrence.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date LESSEE completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Lessee’s insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Lessee’s insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor’s insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Lessee and its insurer shall agree to commit the Lessee’s full policy limits and these minimum requirements shall not restrict the Lessee’s liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY’s execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:

   City of Stockton
   Attention: Risk Services
   425 N. El Dorado Street
   Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Lessee shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY’s Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Lessee fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

SUB-CONTRACTORS

If the Lessee should subcontract all or any portion of the work to be performed in this contract, the Lessee shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor’s insurance shall have the same impact as described above.