

**AGREEMENT FOR
UMPIRE/REFEREE SERVICES
City of Glendale Solicitation No. IFB 24-01**

This Agreement for Umpire/Referee Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Independent Umpire LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 2023.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 24-01 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$305,000, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- d. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- e. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- f. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

- g. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Independent Umpire LLC
c/o Frank Angulo
724 E Sesame St.
Tempe, AZ 85283

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anne Shadle
5850 W Glendale Ave.

Glendale, Arizona 85301
(623) 930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. **Concurrent Notices.**

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

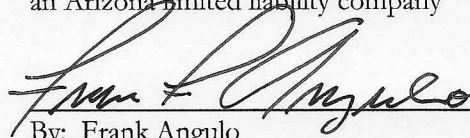
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Independent Umpire LLC,
an Arizona limited liability company



By: Frank Angulo
Its: Executive Director

EXHIBIT A

UMPIRE/REFEREE SERVICES

Independent Umpire LLC will provide umpire/referee services per the scope of work of IFB 24-01.



SOLICITATION NUMBER: IFB 24-01/42400001

UMPIRE/REFEREE SERVICES

**CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301**

1. PROJECT OVERVIEW

The City of Glendale ("City"), Parks and Recreation Department is seeking to contract with a company or companies for professional officiating (umpiring/refereeing) services for Glendale Recreation programs. The City may award multiple contracts for this service.

2. BACKGROUND INFORMATION

The Parks and Recreation Department provides various programs for residents throughout the year to include youth and adult sports. These leagues are recreational in nature and are played at various fields within the city limits.

A. SCOPE OF SERVICES

The following types of officiating services are required for the City Recreation Adult and Youth Sports Leagues. At times there may be more than one game scheduled on the same day.

- i. Softball Slow Pitch Umpires (Adult)
- ii. Kickball Umpires (Adult)
- iii. Sand Volleyball (Adult)
- iv. Baseball/Softball Umpires (Youth)
- v. Flag Football Referees (Youth)
- vi. Indoor Volleyball Referees (Youth)

B. CITY RESPONSIBILITIES

- i. The City Recreation Coordinator shall be the liaison to work with the Contractor and his employees.
- ii. The Recreation Coordinator shall be responsible for providing the Contractor with all officiating schedules for the various sports leagues/programs.
 - a. The City shall provide the Contractor with a minimum of one (1) hour notice, either written or verbal, as to the game site schedule or changes in the schedule.
- iii. The Recreation Coordinator shall provide the Contractor with the league philosophy and game rules and regulations prior to the start of every season.
- iv. The City will evaluate umpires/referees on promptness, hustle, knowledge and interpretation of rules, attitude, and professionalism. All umpires/referees assigned to the city shall receive one (1) evaluation completed annually.



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- a. The City shall have the right to refuse service of any individual provided by the Contractor if deemed unacceptable and justified by the City's representative.
- v. The City will make all decisions regarding the field playability and weather.

C. CONTRACTOR RESPONSIBILITIES

- i. Contractor shall provide umpires/referees tested and certified as competent to administer the current and applicable rules. However, special Glendale philosophy, rules and regulations shall take precedence at all times.
- ii. Contractor shall provide the City representative with a roster of officials intended to be used for this contract.
 - a. Contractor shall include certifications of all umpires/referees with their submittal.
 - b. Contractor personnel must have a minimum of two (2) years' experience with providing umpire/referee services in the sport for which they will be assigned.
- iii. Contractor shall provide umpire/referee services at no charge if a game must be re-played due to umpire/referee error (valid protest). City representative will be responsible for validating all protests.
- iv. Contractor shall have umpire/referee play ready at each designated game site at least 15 minutes prior to game time to: check in with the Field Supervisor, sign the attendance log to record umpire/referee names and arrival times, obtain any game/rule updates, equipment needs, check field conditions and conduct pre-game meetings with teams.
 - a. Game site is deemed the field of play and or office, not the parking lot or walking up to the field. Each official is required to sign an agreement that they are aware of this requirement.
 - b. The Contractor shall not charge the City of Glendale for a game if an umpire/referee arrives more than 10 minutes after the scheduled game time.



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- v. Contractor shall instruct umpires/referees that the City representatives shall have the authority to change rules when deemed necessary and to move officials from field to field to benefit league play.
- vi. The Contractor shall ensure that each umpire/referee inspects the playing fields and equipment of each team to ensure that the fields and equipment are safe for participants, players, coaches, and managers.
- vii. The Contractor shall ensure that officiating personnel will sign all scoresheets and provide the final scores of games to the appropriate Field Supervisor for record keeping purposes and league standings.
- viii. The Contractor's personnel will make themselves available for all pre-season manager, coach, and officiating clinics meetings for each league for the purpose of explaining the rules and regulations, and to answer any questions that may arise concerning rules, rule interpretation, and umpire/referee responsibilities.
- ix. The Contractor will be responsible for background screening for all umpires/referees and other representative assigned to work with the City's youth and adult participants.
- x. The City shall not be held responsible for any accident or injury sustained by the Contractor's umpires/referees.



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- xi. Contractor must be able to provide appropriate numbers of umpires/referees for up to approximately:

Sport	Seasons	Game Days	Game Times	Number of Games
Adult Kickball (1 hour) 1 umpire/referee per game	Spring Summer Fall Winter	Tuesdays	5 pm - 11 pm	64 per season 256 annually
Adult Sand Volleyball 1 umpire/referee per game	TBD	TBD	TBD	TBD
Adult Softball (1 hour) 1 umpire/referee per game	Spring Fall Winter	Sundays Wednesdays Thursdays Fridays	6 PM – 10 pm	256 per season 1,024 annually
Youth Baseball/Softball (up to 2 hours) 1 umpire/referee	Fall	Saturdays	7 am - 5 pm	64 seasonally
Youth Flag Football (up to 1 hour game) 1 umpire/referee	Winter	Saturdays	7 am - 5 pm	64 seasonally
Youth Volleyball (up to 1 hour game) 1 umpire/referee	Spring Fall	Saturdays	7 am - 5 pm	64 per season 128 annually

- xii. The Contractor shall assign a representative to the City who shall act as a direct liaison between the Contractor and the City and who shall schedule appropriate umpires/referees and process complaints regarding umpires/referees and their services.
 - a. The Contractor will provide an emergency phone number to the City for those situations where the City would like to request back-up officials/referees to work as soon as possible.

- xiii. If the City cannot contact the Contractor when an official does not show up or cannot staff the number of officials needed, the City can then contact another vendor to cover the scheduled games, and the City reserves the right to fine the Contractor for not covering the scheduled games.
 - a. If a Contractor's official/referee is late or no shows three or more times, the City reserves the right to cancel the remainder of the contract at no expense to the City.



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- xiv. The Contractor shall provide an officiating schedule for each season detailing who will be officiating each game and the officiator's contact information. The schedule must be provided 48 hours prior of league start date.
- xv. The City shall provide a one (1) hour advanced notice of any cancelled games. There shall be no fees or other penalties paid for the cancelled officiating services. If the City fails for provide (1) hour advanced notice of cancellation, the City will pay the Contractor a sum equal to the contracted rate for one game only.
- xvi. In case of a forfeit, the umpire/referee whose scheduled game was forfeited at game time is required to double up and officiate the on-going game at the neighboring field.
- xvii. Contractor's agency represents a principle functional component within the City Recreation Programs and is charged with the responsibility of providing effective professional refereeing/umpiring services. This includes but is not limited to recruiting, scheduling, training, evaluating, certifying umpires/referees, interpreting rules, providing technical support, and other outside duties as directed by the City of Glendale Park and Recreation Department. The Contractor's agency appropriate representatives will attend managers/training or scheduled meetings as required.
- xviii. Contractor's personnel shall possess a thorough knowledge of the rules and regulations for the games of Baseball, Flag Football, Softball, Kickball and Volleyball and shall possess a thorough knowledge of the rules and regulations of the sanctioning organization. The Contractor's personnel shall also possess a thorough knowledge of the City's Parks & Recreation Department philosophy and league rules and regulations.
- xix. The Contractor's officiating personnel, as representatives of the City's Parks & Recreation Department, should be able to handle stressful and possibly hostile situations in an understanding manner and should not provoke, antagonize,



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or in any way, add to a volatile situation that may arise during an event. The Contractor's officiating personnel shall always present themselves in a professional manner, exhibit patience, understanding, and tolerance towards opposing viewpoints and should not publicly degrade, embarrass, admonish, frighten, or intimidate a child, player, parent, family member, manager or coach. The Contractor's officiating personnel shall work closely with the Parks & Recreation Department to ensure the sports programs are the best possible for its participants.

- xx. The Contractor is responsible for the recruiting of new and returning referees/umpires for the programmed sports leagues. Contractor should make every effort to recruit mature, emotionally stable, knowledgeable umpires/referees for the program. Minimum age for all umpires is eighteen (18) years old. The Contractor must ensure that all of his/her officiating personnel are appropriately dressed prior to taking the field and are certified or in the process of certification by the sanctioning organization. The Contractor will maintain and provide the Parks and Recreation Department a list annually of available officiating personnel and ensure all officiating personnel have the proper insurance for accidents and liability

- xxi. The Contractor's agency will hold at least one (1) training session for new and returning officiating personnel prior to the start of the regular Baseball, Football, Softball, Kickball and Volleyball season. This training shall include but is not limited to rules of the game, officiating positioning, familiarization with ground rules, dress code, behavioral code, responsibility of each umpire/referee on the field, officiating professionalism, and handling conflicts with participants and players. Ongoing training (through the season) will be conducted as needed for referees/umpires and coaches and managers.



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xxii. The Contractor shall ensure that all officiating personnel who are uncertified will call a minimum of two (2) practice games prior to the season. Training will also be performed when a requirement is identified by evaluating referees/umpires. Contractor's officiating personnel evaluations shall be documented.

D. OTHER REQUIREMENTS

- i. The term of the resultant contract shall be for a one (1) year initial term. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement for an additional four (4) years as defined in 4.B.
- ii. Option to Extend. Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

E. SUSPENSION AND DEBARMENT (APPLIES TO ALL PURCHASES)

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

EXHIBIT B
UMPIRE/REFEREE SERVICES
COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$305,000.

DETAILED PROJECT COMPENSATION

Per attached IFB 23-18 bid response.



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PRICING WORKBOOK

Bidders shall submit pricing in a format similar to the Pricing Workbook. Bidder’s pricing shall include, but is not limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to complete the tasks assigned.

The quantities referenced in this solicitation are the City’s annual estimates and are for evaluation purposes ONLY. No commitment of any quantity is made in this contract; purchases are on an as needed, if needed, basis.

Sales tax shall not be included in the UNIT PRICE for evaluation purposes. However, after contract award, the Contractor shall charge sales tax as a separate item in their invoices.

Description	Cost per Game
Adult Softball Umpire (1 official per game)	\$ <u>35.00</u>
Adult Kickball Umpire (1 official per game)	\$ _____
Adult Sand Volleyball (1 official per game)	\$ _____
Youth Baseball/Softball (1 official per game)	\$ _____
Youth Flag Football Referee (1 official per game)	\$ _____
Youth Volleyball Referee (1 official per game)	\$ _____