

REQUEST FOR PROPOSALS

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **PR 22-068**

Solicitation Title: **Sports Officiating Services**

Release Date: **March 23, 2022**

Advertisement Dates: **March 23, and March 30, 2022 – SW Valley Republic
March 24, 2022 – Arizona Republic**

NON-MANDATORY
Pre-Submittal Conference: **April 06, 2022
9:00 a. m. (local time, Phoenix, Arizona)
Teleconference Call-in Instructions:** Please see conference Meeting Details at <https://vendorregistry.com/>

Final Date for Inquiries: **April 11, 2022**, All inquiries must be submitted through the Vendor Registry website: <https://vendorregistry.com/>.

Proposal Due Date and Time: **April 21, 2022
5:00 p.m. (local time, Phoenix, Arizona)**

Vendor Proposals must be submitted through Vendor Registry, only. Vendors must view or download all attached forms prior to submitting Proposals. Website address: <https://vendorregistry.com/>

Shortlist Announced for Oral Interviews: **May 01, 2022**

Oral Interviews (if necessary): **May 05, 2022**

Anticipated Agreement Start Date: **June 01, 2022**

RFP Administrator: **Loretta Browning** lbrowning@avondaleaz.gov
623-333-2029

* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule as necessary.

SECTION A

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PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Vendors”) interested in providing professional services consisting of any combination of indoor or outdoor, and adult or youth sports Officiating services for sports games, including but not limited to adult slow-pitch Softball; basketball, soccer, and volleyball as described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference. The City reserves the right to award one (1) primary contract and one (1) secondary contract for each Sports Category. The secondary contractor will be used if the primary contractor is unable to provide the required Officials for a scheduled game within a twenty-four (24) hour period. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City may consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience, or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s Proposal contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one PDF copy** of the Proposal as an attachment to the City’s Vendor Registry website. Failure to adhere to the submittal criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding cover letter, resumes, and the Vendor Information Form, but including the materials necessary to address project understanding, general information,

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organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents, and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of proposals. The minimum allowable font for the Proposal is **11 pt, Arial, or Times New Roman**. Failure to adhere to the page limit, size, and font criteria shall result in the Proposal being determined non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) Vendor Information Form, with an **original ink signature**.
- (3) References.
- (4) Project Schedule, if required.
- (5) Resumes, Licenses, and Certifications (if required).
- (6) Fee Proposal, with an **original ink signature**, and the same number of copies as described in Part I, Subsection 1.2(B) (Submittal Quantities) as a separate, PDF attachment with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.
- (7) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Online Submittals Only. All Proposals must be submitted electronically at the following website address: <https://vendorregistry.com/> and shall be attached to the corresponding solicitation project and clearly marked with the RFP number and title, **(PR 22-068)**

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“Sports Officiating Services”. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Address. All Proposals shall be submitted electronically at the following website address: <https://vendorregistry.com/>. Proposals must be received by the Proposal Due Date and Time indicated on the cover page of this RFP. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail), or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended, or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, at the website address: <https://vendorregistry.com/> by the date indicated on the cover page of this RFP. Any questions or clarification correspondence related to the RFP shall refer to the title and number, page, and paragraph. Any Contractor found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator through Vendor Registry at the website address: <https://vendorregistry.com/>. Verbal or telephone inquiries **will not be answered** and Contractors attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all

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questions received in writing with official answers that will be made available on the City's website at <https://www.avondaleaz.gov/procurement> and website address: <https://vendorregistry.com/> The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written amendment or addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum may result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at <https://www.avondaleaz.gov/procurement> and website address: <https://vendorregistry.com/>.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager, or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines

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that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a City employee, officer, or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent, and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

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A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in this RFP and the Vendor's responsive Proposal unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

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PART II. PROPOSAL FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format outlined below. Failure to conform to the designated format, standards, and minimum requirements (3) Provide clear written statements or answers to all items included in Exhibit A. Contractor Application form, shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. The points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 10 pts. Provide clear written statements or answers to all items included Exhibit A. Contractor Application, item A. General Information (2) through (6.)

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number, and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address, and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

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(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, with an **original ink signature** (may be attached as a separate appendix).

B. Experience and Qualifications of the Vendor - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Contractor Application, item B. Experience and Qualifications (1) and (2)

(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to Sports Officiating Services.

(2) Vendor must demonstrate successful completion of at least three similar Scope of Services ("projects") within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget, and "similar projects" resemble this project in size, nature, and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number, and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references may result in the Proposal being considered non-responsive.

(3) The RFP Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Contractor Application, item C. Key Positions, (1) through (4)

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(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the City.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

D. Project Approach - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Contractor Application, item D. Project Approach, (1) and (2).

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling, and staff.

(2) Describe any alternate approach that would best suit the needs of the City. Include rationale for any alternate approach, and indicate how the Vendor will ensure that all efforts are coordinated with the City's representatives.

E. Project Schedule - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Contractor Application, item D. Project Schedule, (1) through (3). Include additional dates, if needed.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. All Services of the successful Vendor must be fully completed within 60 days after the Notice of Intent to Award has been issued by City. Assumptions used in developing the schedule shall be identified and at a minimum, the proposed schedule shall include the following dates:

- (1) Agreement Award Date: On or before May 21, 2022
- (2) Agreement Start Date: June 01, 2022 (or shortly thereafter)
- (3) Proposed Kick-Off Meeting

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(4) Implementation Start Date

F. Pricing - 10 pts.

Vendor shall submit a completed Fee Proposal as described in Part I, Subsection 1.2(C)(6) as a separate, pdf document with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services Agreement. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet format to enable the City staff to determine (1) total labor hours, (2) key team member(s) proposed for each task, and sub-task and (3) number of management, and support personnel hours proposed for the project. The hourly rate, name of the team member, and staff classification shall be included in the spreadsheet. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

Total Possible Points for Proposal: 100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview

| | |
|------------|---|
| 20 | Experience and Qualifications of the Vendor |
| 40 | Key Positions |
| <u>40</u> | Project Approach |
| 100 | Total Possible Points for Oral Interview |

Total Points Possible for this RFP: 200

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PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check the appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2022, between the City of Avondale, an Arizona municipal corporation (the “City”) and _____, a(n) _____ (the “Contractor”).

RECITALS

A. The City issued a Request for Proposals, **PR 22-068 “SPORTS OFFICIATING SERVICES”** (the “RFP”), a copy of which is on file in the City’s Finance Office and incorporated herein by reference, seeking proposals from vendors for the staffing and performance of sports officiation services for the City’s various sports leagues (the “Services”).

B. The Contractor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2023 (the “Initial Term”) unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Contractor’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the

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“Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term is forever waived.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed \$____.00 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health Standards. If in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

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8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment, or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this

SECTION B

Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be

SECTION B

responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its

SECTION B

agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” shall be deleted. Certificate forms other than the ACORD form shall have similar restrictive language deleted.

K. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors, and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

SECTION B

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees, or subcontractors. The Contractor, and

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not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the

SECTION B

City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale

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11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Cherlene Penilla, Acting City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Procurement Office

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Contractor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to

SECTION B

audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP, and the Contractor's Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the

SECTION B

terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

SAMPLE

SECTION B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Cherlene Penilla, Acting City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Contractor”

a(n) _____

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Contractor's Application Proposal Form]

See the following pages.

CONTRACTOR APPLICATION- PROPOSAL

A. General Information:

(1) One-Page Cover Letter:

| | | |
|---|---------------|--------|
| One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal). | | |
| <input type="checkbox"/> Yes, a One-page cover letter has been attached. | | |
| Individual Completing providing this information on the Company's behalf. | | |
| Name: | Phone Number: | Email: |

(2) Vendor Identification Information:

| | | |
|--|---------------------------|-----------|
| Company Name: | | |
| Arizona Corporation Commission Entity #: | Arizona Sales Tax Number: | |
| Company Principal Office Address: | | |
| Legal Form of Company: | | |
| City: | State: | Zip Code: |
| Years in business: | Number of Employees | |

(3) Principal of Company:

| | | |
|------------------|--------|-----------|
| Name: | Title: | |
| Phone Number: | Email: | |
| Company Address: | | |
| City: | State: | Zip Code: |

(4) General Description:

| |
|--|
| General Description of the organization: |
| |
| |
| Number of Years in Business: |

(5) Contracts Terminated:

| |
|--|
| Identify any contract or subcontract terminated within the last 5 years. |
| |
| |
| Briefly describe the circumstances and the outcome.: |
| |
| |

(6) Contracts Litigation or Arbitration History:

| |
|--|
| Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. |
| |
| Briefly describe the circumstances and the outcome. |
| |

B. Experience and Qualifications of the Vendor - 20 pts

(1)

| |
|--|
| Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City. |
| |
| |
| |

C. Key Positions.

(1) Identify each key personnel member that will render service to the City, including the project manager and project staff.

| | | |
|--|------------|----------------------|
| Key Member 1. | Job Title: | Years of Experience: |
| Duties: | | |
| | | |
| <input type="checkbox"/> Yes, copies of licenses/certifications/resume have been attached. (Separate Appendix) | | |

| | | |
|--|------------|----------------------|
| Key Member 2. | Job Title: | Years of Experience: |
| Duties: | | |
| | | |
| <input type="checkbox"/> Yes, copies of licenses/certifications/resume have been attached. (Separate Appendix) | | |

| | | |
|--|------------|----------------------|
| Key Member 3. | Job Title: | Years of Experience: |
| Duties: | | |
| | | |
| <input type="checkbox"/> Yes, copies of licenses/certifications/resume have been attached. (Separate Appendix) | | |

D. Project Approach: Please provide a typed statement, no more than three pages to describe your method and approach on (1) Contract Management (2) Quality Control (3) Scheduling and Staffing and (4) Customer Service.

| |
|--|
| <input type="checkbox"/> Yes, a copy of the Statement of Method and Approach has been attached. |
| <input type="checkbox"/> Yes, a Statement of Alternate Approach has been submitted and attached. |

E. Project Schedule: Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below.

| | |
|-----|---|
| (1) | Agreement Award Date: On or before: May 21, 2022 |
| (2) | Agreement Start Date: June 01, 2022 (or shortly thereafter) |
| (2) | Proposed Kick-Off Meeting |
| (3) | Implementation Start Date |

F. Signed W-9 Form:

| |
|--|
| <input type="checkbox"/> Yes, a copy of the signed W-9 form has been attached. |
|--|

G. Proof of Liability Insurance:

| |
|---|
| <input type="checkbox"/> Acknowledged. Vendor understands that upon award of Agreement, Vendor will provide proof of Certificate of Insurance and page of endorsement. Insurance coverage must be in compliance with City of Avondale insurance requirements listed in the most recent Standard Terms and Conditions on City's website as referenced herein. https://www.avondaleaz.gov/government/departments/finance-budget/standard-terms |
|---|

H. Compliance with laws:

| |
|---|
| <input type="checkbox"/> Acknowledged. Vendor understands and will comply with: <ol style="list-style-type: none">1. Immigration Reform and Control Act of 1996 as amended2. Occupational Safety and Health Act as amended3. Fair Labor Standards Act, as amended4. Arizona Minimum Wage Act, as amended |
|---|

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See the following page(s).

SCOPE OF WORK

Sports Officiating Services PR 22-068

1. General. It is the intent of the City of Avondale, Parks, Recreation Department to contract for Sports Officiating services for a variety of age groups and both indoor and outdoor sports activities including but not limited to adult slow pitch softball, volleyball, soccer, and/or basketball games. The Contractor shall provide coordination and staffing of services as required. The Contractor shall work with the various City of Avondale Departments and other Officials on the coordination and management of the scheduled events as more particularly described herein.
2. General Requirements. Contractor shall be able to provide the appropriate number of Officials at up to eight (8) game sites, for approximately 4,000 various sports games for the first contract term. Future contract terms may require up to fourteen (14) game sites for approximately 7,000 games per year. City reserves the right to add additional indoor or outdoor game sites at a later date. Any additions to the scope of work would be adopted in writing and in the form of an amendment to the Agreement.
3. Contractor Requirements. The Contractor shall manage, coordinate and oversee all staffing, staff training, certification, scheduling, and operations of the Officiating services. These duties include but are not limited to the following provisions as set forth herein.
 - 3.1 The Contractor shall assign a representative to the City of Avondale who shall act as a direct liaison between the Contactor and the City and who shall process complaints regarding Officials and their services and schedule appropriate Officials.
 - 3.2 Contractor shall provide to the City a list of currently registered Officials who will be scheduled for the upcoming season one (1) week before the first game of the upcoming season.
 - 3.3 Contractor shall require all Officials to attend one rules clinic a year. Proof of attendance shall be submitted to the City by the Contractor before the Official is to officiate a game.
 - 3.4 Contractor shall instruct Official, that City of Avondale representatives shall have the authority to change rules when (deemed necessary). Said representatives will not change any decisions already made by the Contractor's Officials regarding rules of that sport's governing body.
 - 3.5 Contractor shall provide Officials tested and certified as competent to administer the current sport Rules, however, special Avondale league and ground rules shall take precedence at all times. Certification will be confirmed through a listing of qualified Officials submitted during the RFP process.
 - 3.6 The City shall not be held responsible for any accident or injury sustained by the Contractor's Official.

4. Contractor and Contractor Staff Responsibilities. Contractor and Contractor Staff shall:
 - 4.1 Abide by and enforce the rules of the game as set forth by the sports governing body and league rules which are not contrary to the spirit of the rules of the governing body and which are within the established obligations of Officials to perform.
 - 4.2 Work with the City to respond to problems and complaints that occur during the Agreement period, including but not to be limited to, complaints and problems concerning Officials, players, coaches, and any other persons involved with league games, as well as recommendations on suggested disciplinary actions which should be taken.
 - 4.3 Officials are to ensure that score sheets are signed and properly completed by all personnel providing Services prior to the termination of that day's activities.
 - 4.4 Provide to the City a written report on any ejection, incident, or otherwise abnormal event that has taken place on the field of play within twenty-four (24) hours of the incident.
5. City Responsibilities and Authority. The City will:
 - 5.1 Provide contact information for representatives from the various City departments involved in the event administration.
 - 5.2 Recognize that the Contractor Staff is an organization composed of members who are independent contractors and that the Contractor's primary function is to assign Officials to scheduled games.
 - 5.3 Furnish the Contractor, in writing, any changes in the scheduled place of a game or starting time of the game as soon as possible, and in no case, later than twenty-four (24) hours before the time given in the schedules.
 - 5.4 Require one (1) Official for each regular-season game and the Tournaments. Two (2) Officials shall be required for all championship games and 'if' games.
 - 5.5 Provide security to prevent any improper conduct on the part of the players, league Officials, and spectators, which interferes with the orderly conduct of the game.
 - 5.6 Pay the full price of the game in the event of a forfeit by either or both scheduled teams unless the Contractor is notified of the impending forfeit at least three (3) hours before the scheduled game time.
 - 5.7 Pay the full price of the game if the Official(s) report to officiate the game and the City changes its schedule, time of the game, or place that the game is to be played without proper notification to the Contractor.
 - 5.8 Pay the full price of the game if the game cannot be completed due to unforeseen conditions (e.g., weather, facility emergency, etc.) beyond the Contractor's control

arising after the start of the game. The start of the game is defined as the moment when the Official(s), by rule, jurisdiction begins.

5.9 Review the performance of the Officials by observing games, conducting surveys, and by other quantitative and qualitative means. If the City determines that an Official is not competent or otherwise not performing the duties as set forth under the Scope of Services, then the Contractor shall not assign additional games to the Official unless the Official improves his or her performance. The Contractor shall be responsible for determining that the Official has improved his or her performance. The Contractor shall notify the City, in writing, that the Official's performance has been improved if the Official is to officiate any additional games.

6. City Notification Responsibilities.

6.1 The City will be responsible for providing an up-to-date event listing at the start of each fiscal year or sooner at the discretion of the City.

6.2 City shall provide Contractor with a minimum of 3 hours' notice either written or verbal, as to the game site schedule or schedule changes.

6.3 If City Representative cannot contact the Primary Contractor when one of its scheduled Officials does not show up for a scheduled game or the Contractor cannot staff the number of Officials needed, the City reserves the right to contact the Secondary Contractor or another vendor to cover the games to ensure that the games are officiated.

6.4 City shall have the right to refuse the service of any individual provided by the Contractor if deemed unacceptable and justified by the City Representative.

7. Contractor Personnel Requirements. Personnel must wear uniforms or other identification that clearly identifies them as an employee of the Contractor, be well-groomed and present a professional appearance.

7.2 Personnel must not have been convicted of any felony.

7.3 Personnel may not carry firearms or have them in their vehicle.

7.4 Personnel must conduct themselves in a respectable and courteous manner.

7.5 Personnel are not permitted to play loud music, make unnecessary loud noise(s), or use inappropriate language.

7.6 Personnel must adhere to the City's Drug and Alcohol Policy.

7.7 Personnel may use tobacco products only in designated smoking areas.

7.8 If there is reasonable doubt regarding the Contractor's personnel, the City representative may request a security/background check, which Contractor must respond to within 24 hours.

7.9 It is the sole responsibility of the Contractor's personnel to safeguard all equipment, tools, and supplies while on City property. The City will not assume any responsibility for the vandalism.

8. Contractor Staffing and Scheduling. Contractor shall assign registered and competent Officials, in numbers as specified, to officiate scheduled games, during the season(s), in accordance with a schedule to be submitted in writing to the Contractor by the City. Contractor shall assign registered and competent Officials for postponed scheduled games and other games scheduled after the start of the schedule, provided that notice of the game is given to the Contractor, preferably in writing, at least twenty-four (24) hours before the rescheduled game time.

8.2 Contractor shall be entitled to the entire per Official fee for any assigned Official who is on the field of play, in proper uniform, and at the designated time and place for a scheduled game.

8.2.1 Contractor shall have Officials attired in proper uniform during game times.

8.2.2 Contractor shall have an Official at each designated game site at least 10 minutes before game time.

8.2.3 Softball Staffing. Contractor shall provide one and/or two Officials for all softball league and tournament games as required by the City Representative.

8.2.4 Soccer Staffing. Contractor shall provide two and/or three Officials for all soccer league and tournament games as required by the City Representative.

8.2.5 Basketball Staffing. Contractor shall provide two and/or three Officials for all basketball league and tournament games as required by the City Representative.

8.2.6 Volleyball Staffing. Contractor shall provide one and/or two Officials for all volleyball league and tournament games as required by the City Representative.

8.3 Contractor shall only be entitled to half of a game fee if any assigned Official fails to appear upon the field of play, in proper uniform, and at the designated time and place for a scheduled game within the first fifteen (15) minutes after the game has started. The balance of the game must be officiated by the contractor.

8.4 Contractor shall pay the cost for officiating any scheduled game where the Contractor's Official fails to officiate or shows up after the game has been played for at least fifteen (15) minutes.

8.5 Contractor shall provide Official service at no charge if a game must be re-played due to Official(s) error (valid protest).

9. Contractor Service Sites. Games shall be held at any or all of the following multi-sports fields locations:

9.1 Festival Fields

101 E. Lower Buckeye Rd
Avondale, AZ 85323

9.2 Friendship Park
12325 McDowell Rd
Avondale, AZ 85323

9.3 Alamar Park
4155 S El Mirage Rd
Avondale, AZ 85323

9.4 Bob Bové Boys & Girls Club
301 E Western Ave #2347
Avondale, AZ 85323

9.5 American Sports Center
755 N. 114th Avenue
Avondale, AZ 85323

10. Game Schedules.

Games schedules are subject to change including game dates, times, and opponents. Changes may be warranted due to the availability of City staff or Service sites, holidays, and inclement weather. Rescheduling games may be required due to inclement weather or for any reason deemed necessary by the City. City will provide advance notice of any schedule changes or cancellations in part or in whole. Currently, league games are generally scheduled on Weekdays. However, the City game schedules offered include weekdays, weekends, and tournament schedules as follows.

10.1 Weekdays:
Mondays, Tuesdays, Wednesdays, Thursdays
6:00 pm, 7:00 pm, 8:00 pm, 9:00 pm

10.2 Weekends:
Saturdays
8:00 am, 9:00 am, 10:00 am, 11:00 am
Sundays
6:00 pm, 7:00 pm, 8:00 pm, 9:00 pm

10.3 Tournaments start on Saturdays and are usually one of the two times below:
8:00 am – 7:00 pm or
6:00 pm Saturday – 6:00 am Sunday

11. The City may offer adult and youth sports programs throughout the calendar year. The City runs separate divisions based on age groupings. The City reserves the right to offer additional league programs as we are seeking to enhance current program offerings in the future. Our current offerings include all four seasons a year as follows:

- 11.1 Winter Season.
 - Adult Slow-Pitch Softball
 - Youth Basketball
 - Youth Soccer
 - Youth Volleyball
- 11.2 Spring Season.Adult Slow-Pitch Softball
 - Youth Basketball
 - Youth Soccer
 - Youth Volleyball
- 11.3 Summer Season.
 - Adult Slow-Pitch Softball
 - Youth Basketball
 - Youth Soccer
 - Youth Volleyball
- 11.4 Fall Season.
 - Adult Slow-Pitch Softball
 - Youth Basketball
 - Youth Soccer
 - Youth Volleyball

12. Scope of Services and Requirements.Adult Softball The slow pitch softball leagues shall be played in accordance with the then-current USA Softball Rules or United States Specialty Sports Association (USSSA) unless otherwise modified by league rules.

12.1.1 Adult Softball Leagues Duration/ Game Times.

Regular Season: All games shall be completed in fifty-five (55) minutes or seven (7) full innings (whichever occurs first) during the regular season. No new inning will begin after the 55-minute mark. A game becomes official after 4 innings.

12.1.2 Tournament Games: Tournament games shall last fifty-five (55) minutes or seven (7) complete innings (whichever occurs first) unless tied. Tie games shall be completed after one team is winning after one (1) complete extra inning until there is a winner.

12.2 Volleyball League Scope of Services and Requirements. The volleyball Leagues shall be played in accordance with the then-current NFHS Volleyball rules unless otherwise modified by Avondale league rules.

12.2.1 Regular Season: All games shall be completed in fifty-five (55) minutes or best two out of three played to 21 (whichever occurs first) during the regular season. No new point will begin after the 55-minute mark.

12.2.2 Tournament Games: Tournament games shall last fifty-five (55) minutes or best two out of three played to 21 (whichever occurs first) unless tied. Tie games shall be completed after one team has won two out of three games.

12.3 Soccer League Scope of Services and Requirements. The soccer Leagues shall be played in accordance with the then-current ASA soccer rules unless otherwise modified by Avondale league rules.

12.3.1 Regular Season: All games shall be completed in forty-five (45) minutes. The score is not kept for youth soccer games.

12.4 Basketball League Scope of Services and Requirements. The basketball Leagues shall be played in accordance with the then-current NFHS Basketball rules unless otherwise modified by Avondale league rules.

12.4.1 Regular Season: Games will be played with two twenty-minute halves with a running clock. The clock stops for dead balls in the last 2 minutes of the second half. Games that end in a tie in the regular season will remain a tie.

12.4.2 Tournament Games: Games will be played with two twenty-minute halves with a running clock. The clock stops for dead balls in the last 2 minutes of the second half. Games that end in a tie in the playoffs will have a 5 minute overtime period.

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EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Proposal]

See the following page(s).

**SPORTS OFFICIATING SERVICES
FEE PROPOSAL**

Contractor shall include a separate Fee Proposal for each of the Sports Categories to which they will be providing Official staffing. (This page may be duplicated as needed.)

| Sports Category: (Select 1 category) | | <input type="checkbox"/> Adult Slow-Pitch Softball | <input type="checkbox"/> Basketball |
|--------------------------------------|-------------------------------------|--|-------------------------------------|
| | | <input type="checkbox"/> Soccer | <input type="checkbox"/> Volleyball |
| | | <input type="checkbox"/> Other: | |
| Item | Description | Per Game Cost | Notes |
| 1. | Regular Season: One Official/Game | | |
| 2. | Regular Season: Two Officials/Game | | |
| 3. | Tournament Play: One Official/Game | | |
| 4. | Tournament Play: Two Officials/Game | | |
| 3. | Other: (Please Specify.) | | |

| Sports Category: (Circle 1 category) | | <input type="checkbox"/> Adult Slow-Pitch Softball | <input type="checkbox"/> Basketball |
|--------------------------------------|---|--|---|
| | | <input type="checkbox"/> Soccer | <input type="checkbox"/> Volleyball |
| | | <input type="checkbox"/> Other: | |
| Item | Description | Per Game or Hourly Rate | Tournament schedule Per Game or Hourly Rate |
| 1. | Staff Position 1: | | |
| 2. | Staff Position 2: | | |
| 3. | Staff Position 1: Tournament Play: One Official/Game | | |
| 4. | Staff Position 2: Tournament Play: Two Officials/Game | | |
| 3. | Other: (Please Specify.) | | |

All quotations for additional services not covered under this Agreement shall be provided to the City at no additional expense unless Contractor notes fees in the Fee Proposal.

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____